![BNP PARIBAS]

*This document (the **"Base Prospectus"** or **"Prospectus"**) constitutes a base prospectus for the purposes of Article 2(s) and Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (as amended, the **"Prospectus Regulation"**).*

This Base Prospectus will cease to be valid on 24 October 2024. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

BNP Paribas Emissions- und Handelsgesellschaft mbH
Frankfurt am Main
(hereinafter referred to as the "Issuer")

Base Prospectus dated 24 October 2023

for the issue of new Warrants, continuation of the public offer and increase of the issue size of previously issued Warrants

linked to

indices, shares, currency exchange rates, metals, commodities, futures contracts and/or depositary receipts

unconditionally guaranteed by

BNP Paribas S.A.
Paris, France
(hereinafter referred to as the "Guarantor")

and

offered by

BNP Paribas Arbitrage S.N.C.
Paris, France
(hereinafter referred to as the "Offeror")

This Base Prospectus should be read in conjunction with any supplements to the Base Prospectus.

*Final terms for the Warrants (hereinafter referred to as the **"Final Terms"**) will be prepared in each case to lay down information that cannot be determined until the respective date of issue of the Warrants under this Base Prospectus.*

This Base Prospectus, all documents from which information has been incorporated by reference herein, any supplements to the Base Prospectus, the Final Terms of the Warrants and the Guarantee are available on the website https://warrants.bnpparibas.com/baseprospectus, the Final Terms can be viewed by entering the relevant securities identification number in the search field on the website https://warrants.bnpparibas.com/warrants, and copies can be obtained free of charge at the registered office of the Issuer at Senckenberganlage 19, 60325 Frankfurt am Main, Germany.

*Potential investors are hereby advised that any websites referred to herein do not form part of this Base Prospectus and have not been scrutinised or approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – **"BaFin"**) in its capacity as competent authority under Regulation (EU) 2017/1129, unless the information concerned has been incorporated herein by reference (see III. GENERAL INFORMATION ON THE BASE PROSPECTUS – 6. Information incorporated by reference).*

Potential investors of the Warrants are expressly advised that an investment in the Warrants involves financial risk. Warrant Holders bear the risk of losing all or part of the amount they invest in the Warrants. All potential investors are therefore advised to read the full content of this Prospectus carefully, including the risk factors.

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I. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

1. General description of the offering programme

BNP Paribas Emissions- und Handelsgesellschaft mbH (hereinafter referred to as the **"Issuer"**) issues warrants relating to indices, shares, currency exchange rates, metals, commodities, futures contracts and/or depositary receipts (hereinafter referred to as the **"Warrants"**) following a resolution of its Board of Directors, respectively.

For this purpose, the Issuer has prepared and published this Base Prospectus. A detailed description of the Base Prospectus, in particular of its structure and functioning, is provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS" on page 47 *et seq.* of this Base Prospectus.

The Issuer has its registered office in Frankfurt am Main. Its business address is Senckenberganlage 19, 60325 Frankfurt am Main, Germany. The Issuer is a company with limited liability (*Gesellschaft mit beschränkter Haftung – GmbH*) incorporated under the laws of Germany. Further information about the Issuer is provided in section "V. INFORMATION ABOUT THE ISSUER" on page 64 *et seq.* of this Base Prospectus.

BNP Paribas S.A. of Paris, France, (hereinafter referred to as the **"Guarantor"** or **"BNPP"**) has provided an unconditional and irrevocable guarantee (hereinafter referred to as the **"Guarantee"**) for the due payment of all amounts to be paid under the Terms and Conditions of the Warrants if and as soon as the respective payment would be due under the Terms and Conditions of the Warrants. The Guarantor is a public limited liability company (*société anonyme*) incorporated in France under the laws of France and holds a banking licence; the address of its principal office is 16, boulevard des Italiens – 75009 Paris, France. Further information about the Guarantor and the Guarantee, respectively, is provided in section "VI. INFORMATION ABOUT THE GUARANTOR" on page 66 *et seq.* of this Base Prospectus and section "VII. DESCRIPTION OF THE GUARANTEE" on page 67 *et seq.* of this Base Prospectus.

2. General description of the Warrants described in this Base Prospectus

The securities described in this Base Prospectus are Warrants. This means that payments on the Warrants will depend on the performance of an index, a share, a currency exchange rate, a metal, a commodity, a futures contract and/or a depositary receipt, or that of multiple indices, shares, currency exchange rates, metals, commodities, futures contracts and/or depositary receipts (each an **"Underlying"**).

The level of the Redemption Amount is not known yet. It will be determined only during the term or upon exercise of the Warrants on the basis of the Underlying.

An essential characteristic of a Warrant is the so-called leverage effect: If the value of the Underlying (or the value of a component included in the Underlying, if applicable) changes, this may cause the value of the Warrant to change proportionally more than the change in value of the Underlying. The leverage effect of the Warrant can work both ways – i.e. not only to the investor's advantage in the case of a favourable development but also to the investor's disadvantage in the case of an unfavourable development of the price of the Underlying the Warrant is linked to. Therefore, it should be considered when purchasing a particular Warrant that the greater its leverage effect, the greater the risk of loss associated with it.

- Product 1: UNLIMITED TURBO Long/Short Warrants.

- Product 2: MINI Future Long/Short Warrants.

- Product 3: Call/Put Warrants.

- Product 4: Discount Call/Put Warrants.

- Product 5: Constant Leverage Long/Short Warrants (with unlimited term).

- Product 6: TURBO Long/Short Warrants.

A more detailed description of the functioning of the Warrants is provided in section "VIII. INFORMATION ABOUT THE WARRANTS TO BE OFFERED" under no. 1 "Information about the Warrants" on page 71 *et seq.* of this Base Prospectus. Therefore, readers are advised to read the risk factors relating to the Issuer, the Guarantor and the Warrants set out in section "II. Risk factors" on page 10 *et seq.* of this Base Prospectus at the same time.

3.   Further information about the Warrants and about their offering and trading

If provided for in the applicable Final Terms, the Warrants are issued in the form of bearer bonds (*Inhaberschuldverschreibungen*) as defined in Sec. 793 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) and constitute direct and non-subordinated liabilities of the Issuer in respect of which the Issuer has not provided collateral. Such Warrants may be drawn up in the form of a note (*Urkundenform*) or, in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**"), in the form of electronic securities included in a central register (the "**Central Register Securities**"). In the case the Warrants are drawn up in the form of a note, the Warrants are evidenced by a permanent global bearer note. No Warrant Holder has the right to an individual note. In case of Warrants issued as electronic securities in accordance with the eWpG, the Central Register Securities shall be issued by registering them electronically in the central register maintained by the registrar and after depositing the relevant terms and conditions for the respective Warrant as a permanent electronic instrument with the registrar. The central register shall be maintained by a registrar acting in the capacity as a central depository for securities (*Wertpapiersammelbank*). The central depository for securities is registered as the bearer of the Warrants (*Inhaber* within the meaning of the eWpG) in the central register (collective safe custody entry - *Sammeleintragung*) and administers the Warrants as trustee for the benefit of the respective Warrant Holders (*Berechtigter* within the meaning of the eWpG). Central Register Securities registered via collective safe custody entry are legally deemed to be collective securities holdings. No Warrant Holder has the right to an individual registration in the central register. The Warrants shall be transferred as a co-ownership interest in the collective securities holding in accordance with the applicable regulations and statutory provisions of the respective Clearing System. The Issuer reserves the right to change the form of the Warrants over the course of their term (from a note to an electronic security and vice versa).

If provided for in the applicable Final Terms, the Warrants can also be issued in dematerialised bearer form and cleared through Euroclear France S. A., issued in registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., issued in dematerialised form and cleared through Monte Titoli S.p.A., issued in dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., issued in dematerialised registered form and cleared through Euroclear Sweden AB or issued in uncertificated form and cleared through SIX SIS AG or issued in uncertificated form registered with a custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**") not being a central securities depository.

The Warrants are intended to be publicly offered to private clients, professional clients and other eligible counterparties as investors in Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland and The Netherlands, as further specified in the applicable Final Terms.

A request for admission of the Warrants to trading on a securities exchange in Belgium and/or Cyprus and/or Czech Republic and/or Denmark and/or Estonia and/or Finland and/or France and/or Germany and/or Greece and/or Hungary and/or Ireland and/or Italy and/or Latvia and/or Lithuania and/or Luxembourg and/or Malta and/or Norway and/or Poland and/or Portugal and/or Slovakia and/or Slovenia and/or Spain and/or Sweden and/or Switzerland and/or The Netherlands may be made, if provided for in the applicable Final Terms.

Further general information about the Warrants and about their offering and trading is provided in section "VIII. INFORMATION ABOUT THE WARRANTS TO BE OFFERED" on page 71 *et seq.* of this Base Prospectus.

4.   Using the Base Prospectus in Switzerland

The Base Prospectus may be (i) registered in Switzerland with the reviewing body (*Prüfstelle*) SIX Exchange Regulation Ltd or another reviewing body approved by the Swiss Financial Market Supervisory Authority FINMA as a foreign prospectus that is also deemed to be approved in Switzerland pursuant to Article 54 para. 2 of the Swiss Federal Act on Financial Services ("**Financial Services Act**"; "**FinSA**") for inclusion on the list of approved prospectus pursuant to Article 64 para. 5 FinSA, (ii) deposited with this reviewing body and (iii) published pursuant to Article 64 FinSA.

In accordance with Article 36 para. 4 lit. b FinSA, the Issuer consents to the use of the Base Prospectus and the relevant Final Terms by any financial intermediary on the basis of and in accordance with the Base Prospectus and the relevant Final Terms.

The Warrants do not constitute a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes ("CISA"). The Securities are neither subject to the authorisation nor to the supervision by the Swiss Financial Market Supervisory Authority FINMA and investors do not benefit from the specific investor protection provided under the CISA. Investors should be aware that they are exposed to the credit risk of the Issuer and the Guarantor respectively.

II.   RISK FACTORS

The purchase of Warrants described in this Base Prospectus involves a number of risks.

The risk factors relating to the Issuer, the Guarantor and the Warrants are considered in the following sections (see section "A. Risk factors relating to the Issuer", section "B. Risk factors relating to the Guarantor" and section "C. Risk factors relating to the Warrants", respectively).

The risk factors are divided into categories and, if applicable, subcategories according to their nature, whereby the two most material risk factors are mentioned first in each category and subcategory. The other risk factors mentioned in a category or subcategory are not listed by their materiality. If no subcategory comprising at least two risk factors is listed under the classification level "Category", this means that the one risk factor listed is the only material risk factor pursuant to the Issuer´s assessment.

The "Risk Factors" part comprises three sections A., B. and C., which are mere classification levels. Section C. contains categories 1. to 5. The classification level "Category" comprises either subcategories (denoted by letters) or, where another classification level "Subcategories" does not make sense because there is only one (isolated) material risk factor in relation to a subject matter, just the risk factors.

Where the risk factors are listed directly, the heading is printed in italics. Where subcategories are used, the headings of the subcategories are printed underlined and in non-italics. In this case, only the headings of the next level, i.e. of the "Risk factor" level, are printed in italics.

The assessment of materiality was made by the Issuer on the basis of the probability of their occurrence and the expected magnitude of their negative impact.

The assessment of materiality of the risk factors has been made as of the date of this Base Prospectus on the basis of the probability of their occurrence; the magnitude of the negative impact on the Issuer and the Warrants is described by reference to the magnitude of potential losses of the purchase price paid for the Warrants, plus any other costs associated with their purchase (hereinafter referred to as the **"Invested Capital"**) (including the risk of a total loss), any additional costs arising or the limitation of returns from the Warrants.

The probability of the occurrence of risks and the magnitude of the negative impact also depends on the Underlying, the relevant parameters of the Warrants set out in the applicable Final Terms and the circumstances existing as of the date of the relevant Final Terms.

If any one or more of the risks described below materialises, Warrant Holders may lose all or part of the capital they originally invested, depending on the structure of the Warrants.

The risks described herebelow may materialise individually or in combination. They may also have mutually reinforcing effects.

A. RISK FACTORS RELATING TO THE ISSUER

Factors which may affect the ability of BNP Paribas Emissions- und Handelsgesellschaft mbH to fulfil its obligations as Issuer of Warrants issued under this Base Prospectus are set out on pages 3 to 6 in section "**1 Risk Factors**" of the BaFin approved Registration Document of BNP Paribas Emissions- und Handelsgesellschaft mbH dated 7 June 2023 (the "**2023 Registration Document**"), if applicable as supplemented by any supplements thereto. Information from the said document is incorporated by

reference at this place into this Base Prospectus (a list setting out where the information incorporated by reference is included is provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference" of this Base Prospectus.).

B. RISK FACTORS RELATING TO THE GUARANTOR

Factors which may affect the ability of BNP Paribas S.A. ("**BNPP**") to fulfil its obligations as Guarantor under the guarantee, covering securities issued under this Base Prospectus, are set out on pages 4 to 22 in section "1 Risk Factors" of the BaFin approved Registration Document of BNPP of 5 December 2022, in the English language (the "**BNPP 2022 Registration Document**"), as supplemented by Supplement No. 1 of 13 April 2023 to the BNPP 2022 Registration Document (the "**Supplement No. 1**") and Supplement No. 3 of 18 August 2023 to the BNPP 2022 Registration Document (the "**Supplement No. 3**"), including, if applicable, any further supplements thereto.

The risk factors on pages 4 to 22 of the BNPP 2022 Registration Document, pages 4 to 21 of the Supplement No. 1 and pages 4 to 15 of the Supplement No. 3 are incorporated by reference at this place into this Base Prospectus. A list setting out where the information incorporated by reference is included is provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference" of this Base Prospectus.

C. RISK FACTORS RELATING TO THE WARRANTS

1. **Risks related to the rank and characteristics of the Warrants in the case of default of the Issuer and/or the Guarantor**

   This category of risk factors describes the risk factors related to the rank and characteristics of the Warrants in the case of default of the Issuer and/or the Guarantor. "Risks related to the rank of the Warrants" and **"**Risks related to the Guarantee provided by BNP Paribas S.A." are assessed to be the most important risks.

   a) Risks related to the rank of the Warrants

   As direct, unsecured and non-subordinated liabilities of the Issuer, the Warrants rank pari passu in right of payment with each other and with any other present and future unsecured and non-subordinated liabilities of the Issuer – including in the event of insolvency of the Issuer – to the exclusion of liabilities ranking senior by operation of mandatory law.

   Therefore, the risk associated with these Warrants is higher for the Warrant Holders than that associated with securities ranking higher by operation of mandatory law.

   b) Risks related to the Guarantee provided by BNP Paribas S.A.

   BNP Paribas S.A., Paris, France, in its capacity as Guarantor has provided an unconditional and irrevocable Guarantee for the due payment of all amounts to be paid under the Terms and Conditions of the Warrants if and as soon as the respective payment would be due under the Terms and Conditions of the Warrants.

   In the event that any amounts to be paid under the Warrants issued by the Issuer are not duly paid, the Warrant Holders may make claims on the Guarantor under the Guarantee. Therefore, given that the Warrants are guaranteed, the Warrant Holders (indirectly) bear also the insolvency risk of BNP Paribas S.A.

   In the event that insolvency proceedings are initiated against the Guarantor, Warrant Holders are able to make their claims under the Guarantee only in accordance with the provisions of (French)

insolvency law. In this case, Warrant Holders receive an amount of money determined on the basis of the amount of the insolvency quota obtained by the Guarantor. As a rule, this amount does not even come close to the amount of Capital the Warrant Holder Invested to purchase the Warrants. If claims are made against the Guarantor under the Guarantee and the Guarantor becomes insolvent, this may even result in a total loss of the Invested Capital.

c)   Resolution measures and bail-in in relation to the Issuer

Although the Issuer itself is not a CRR Credit Institution, it cannot be excluded that, as a subsidiary of the Guarantor, it is subject to statutory provisions under the German Act on the Recovery and Resolution of Credit Institutions (*Gesetz zur Sanierung und Abwicklung von Kreditinstituten – "SAG"*) that would allow the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*) in its capacity as the competent resolution authority to take resolution measures in relation to the Issuer. The term "CRR Credit Institution" is based on the abbreviation for the English title of the Capital Requirements Regulation (EU) No. 575/2013 and was introduced into Sec. 1 Para. 3d of the German Banking Act (*Kreditwesengesetz – KWG*) by the German CRD IV Implementing Act (*CRD IV-Umsetzungsgesetz*) of 28 August 2013, where it replaced the previous term "Deposit Bank" (*Einlagenkreditinstitut*).

If the provisions of the SAG are applicable, BaFin may determine in the cases specified by law that claims of the Warrant Holders under the Warrants be converted into shares in the Guarantor. In this case, Warrant Holders would bear the same risks as any shareholder of the Guarantor. As a rule, the price of the shares in the Guarantor will have dropped sharply in such a situation. Therefore, Warrant Holders are highly likely to suffer a loss in this case.

The Redemption Amount of the Warrants and any claims to interest under the Warrants may be reduced in whole or in part by an act of the competent resolution authority, i.e. reduced due to an administrative measure. Warrant Holders will then receive a reduced repayment or no repayment at all on the Invested Capital.

The resolution authority may also make changes to the Terms and Conditions of the Warrants. For example, it may change the date when the Warrants are redeemed. In this case, Warrant Holders receive the agreed payments under the Warrants later than originally agreed under the Terms and Conditions of the Warrants.

According to the provisions of the *SAG*, the conditions for resolution are met if the resolution authority finds that the continued existence of the Issuer is at risk.

If the resolution authority takes resolution measures, Warrant Holders bear the risk of losing their claims under the Warrants. This applies in particular to claims to payment of the Redemption Amount or other payments.

Resolution measures taken by the competent resolution authority against the Issuer may result in significant losses or in a total loss of Warrant Holders' Invested Capital.

d)   Risk associated with resolution measures in relation to the Guarantor

Since the Guarantor has provided a Guarantee for the due payment of all amounts to be paid under the Warrants issued by the Issuer, measures taken in France under French law in relation to BNP Paribas S.A. or the BNP-Paribas-Group according to the transposition of the European Recovery and Resolution Directive may have indirect adverse effects on the Warrants.

Warrant Holders face the risk that in the event of resolution measures under French law being ordered by the authorities, BNP Paribas S.A. may not be able to meet its obligations as Guarantor under the Warrants. If the continued existence of BNP Paribas S.A. is endangered, the French *Autorité de Contrôle Prudentiel et de Résolution* (**"ACPR"**) in its capacity as the competent resolution authority may also order resolution measures to be taken in advance of insolvency proceedings.

In this context, the resolution authority has extensive powers to take action in relation to BNP Paribas S.A. which may have adverse effects on the Warrants of the Issuer. For example, if the continued existence of BNP Paribas S.A. is endangered, it cannot be excluded that any claims which may exist and are directed against BNP Paribas S.A. on the basis of the Guarantee will be written down to zero or converted into shares in BNP Paribas S.A. by the competent resolution authority.

In this case, investors who have invested in the Warrants issued by the Issuer bear the risk of income from the Warrants being limited. If the Issuer becomes temporarily or permanently insolvent, resolution measures taken by the competent resolution authority in relation to BNP Paribas S.A. may result in significant losses and even a total loss of investors' Invested Capital.

e)   No deposit guarantee scheme or compensation fund

There is no statutory or voluntary deposit guarantee or compensation fund scheme in place for liabilities of the Issuer under the Warrants.

The Warrants are not deposits such as, for example, credit balances in bank accounts (including fixed-term deposits or savings deposits), which is the most important reason why the Warrants are not covered under the deposit guarantee scheme. Since the Issuer is not a credit or financial services institution, the claims the investors have against the Issuer in connection with the Warrants are also not secured by a statutory or private compensation fund.

In other words, there is no protection in place for the liabilities to be paid by the Issuer under the Warrants, and, subject to the Guarantee provided by BNP Paribas S.A. as Guarantor, Warrant Holders face the risk of a total loss of their Invested Capital in the event that the Issuer becomes insolvent.

2. **Risks relating to the redemption profile of the Warrants**

This category of risk factors describes the risk factors relating to the redemption profile of the Warrants for each product.

For the purposes of this section "Risks relating to the redemption profile of the Warrants", the term "Underlying" may also include the (relevant) Underlying assets and the (relevant) components comprised therein.

(i)   Product 1: UNLIMITED TURBO Long/Short Warrants

(a)   UNLIMITED TURBO Long Warrants

With UNLIMITED TURBO Long Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Observation Price reaches or falls below the Relevant Strike during the Observation Period, there is a risk of the term being terminated immediately. In this case, the Warrants will expire and the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

Moreover, Warrant Holders will suffer a loss if the Reference Price exceeds the Relevant Strike on the Valuation Date and the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or falls below the Relevant Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.

This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

UNLIMITED TURBO Long Warrants do not have a fixed Settlement Date.

(b)   UNLIMITED TURBO Short Warrants

With UNLIMITED TURBO Short Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Observation Price reaches or exceeds the Relevant Strike during the Observation Period, there is a risk of the term being terminated immediately. In this case, the Warrants will expire and the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

Moreover, Warrant Holders will suffer a loss if the Reference Price is lower than the Relevant Strike on the Valuation Date and the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or exceeds the Relevant Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.

This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

UNLIMITED TURBO Short Warrants do not have a fixed Settlement Date.

(ii) Product 2: MINI Future Long/Short Warrants

(a) MINI Future Long Warrants

With MINI Future Long Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Observation Price reaches or falls below the Stop-Loss Barrier, there is a risk of the term being terminated immediately. In this case, the Redemption Amount is equal to the amount by which the Stop-Loss Reference Level exceeds the Relevant Strike, multiplied by the Ratio expressed as a decimal.

If the Stop-Loss Reference Level is lower than or equal to the Relevant Strike, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

Moreover, Warrant Holders will suffer a loss if the Reference Price exceeds the Relevant Strike and the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or falls below the Relevant Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.

This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

MINI Future Long Warrants do not have a fixed Settlement Date.

(b)   MINI Future Short Warrants

With MINI Future Short Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Observation Price reaches or exceeds the Stop-Loss Barrier, there is a risk of the term being terminated immediately. In this case, the Redemption Amount is equal to the amount by which the Stop-Loss Reference Level is lower than the Relevant Strike, multiplied by the Ratio expressed as a decimal.

If the Stop-Loss Reference Level is higher than or equal to the Relevant Strike, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

Moreover, Warrant Holders will suffer a loss if the Reference Price is lower than the Relevant Strike and the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or exceeds the Relevant Strike, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.

This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

MINI Future Short Warrants do not have a fixed Settlement Date.

(iii)   *Product 3: Call/Put Warrants*

(a)   Call Warrants

With Call Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Reference Price exceeds the Strike on the Valuation Date, Warrant Holders will suffer a loss if the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or falls below the Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect. This may result in significant losses

and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

(b)   Put Warrants

With Put Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Reference Price is lower than the Strike on the Valuation Date, Warrant Holders will suffer a loss if the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or exceeds the Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect. This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

(iv)   Product 4: Discount Call/Put Warrants

(a)   Discount Call Warrants

With Discount Call Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Reference Price exceeds the Strike on the Valuation Date, Warrant Holders will suffer a loss if the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or falls below the Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

Furthermore, there is an upper limit on the Redemption Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

(b)   Discount Put Warrants

With Discount Put Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Reference Price is lower than the Strike on the Valuation Date, Warrant Holders will suffer a loss if the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or exceeds the Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

Furthermore, there is an upper limit on the Redemption Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

(v)   Product 5: Constant Leverage Long/Short Warrants (with unlimited term)

(a)   Constant Leverage Long Warrants (with unlimited term)

Risks associated with the Leverage Factor (leverage component)

Constant Leverage Long Warrants (with unlimited term) reflect the leveraged purchase (known as long position) of the Underlying they are linked to by means of the Relevant Cash Value Long. The Relevant Cash Value Long is based on a leverage component which represents the Performance of the Underlying multiplied by the constant Leverage Factor. Constant Leverage Long Warrants (with unlimited term) not only allow investors to participate in the positive performance (i.e. price increases, generally) of the Underlying but investors also participate in the negative performance (i.e. price decreases, generally) of the Underlying, with price changes of the Underlying having a disproportionately high impact on the value of the Constant Leverage Long Warrant (with unlimited term).

In this context, it should be noted that, in accordance with the Terms and Conditions of the Warrants, the daily Performance of the Underlying may be adjusted for dividends or other costs incurred in connection with dividends or otherwise (in particular in the case of indices, shares and securities representing shares (Depositary Receipts)), or for Roll-Over Costs (in the case of futures contracts), which usually has a negative effect on the Performance of the Underlying and thus an additional negative effect on the Relevant Cash Value Long.

Given that the performance of a Constant Leverage Long Warrant (with unlimited term) is calculated for a period of more than one day on the basis of the daily Performance of the Underlying and the Financing Component amplified by the Leverage Factor, the performance of the Constant Leverage Long Warrant (with unlimited term) may differ significantly from the overall performance of the Underlying over the same period. Such differences may occur both when the price of the Underlying increases or decreases steadily and when the price of the Underlying fluctuates, potentially resulting in the fact that the performance of the Constant Leverage Long Warrant (with unlimited term) falls behind the Performance of the Underlying over the course of the same period. In particular, the Constant Leverage Long Warrant (with unlimited term) may lose value even if, at the end of this period, the Underlying reaches the level it amounted to at the beginning of this period.

If the relevant price of the Underlying moves in different directions after issuance of the Warrants (i.e. if price gains and losses alternate) and the price of the Underlying returns to the level it was at on the issue date of the Warrants, the leveraged Performance of the Underlying (understood as the value of

the leverage component) to be taken into account when determining the Relevant Cash Value Long will at that point in time **not** be equal to its initial value (i.e. the leveraged opening price of the Underlying) but lower; depending on the effect of the repeated application of the constant leverage factor, it may even be significantly lower than its initial value.

If the relevant price of the Underlying decreases significantly, the value of the leverage component (subject to a Reset Event, if applicable) also decreases to a very low level and even potential price gains of the Underlying at a later point have only a minor effect on the recovery of the value of the Constant Leverage Long Warrants (with unlimited term) due to the constant leverage effect.

The risk of loss is essentially determined by the value of the Leverage Factor: **the higher the Leverage Factor the greater the risk.**

Depending on the Relevant Cash Value Long or on the Reference Price of the Underlying on the Valuation Date, the Redemption Amount may be substantially lower than the purchase price paid for a Constant Leverage Long Warrant (with unlimited term) and may go down to as low as **zero (0)**, in which case **NO** payment will be made. In this case, the Warrant does not yield any return but involves a risk of total loss of the Invested Capital or a loss corresponding to the entire purchase price paid for a Warrant (**total loss**).

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Constant Leverage Long Warrant including the transaction costs spent.

In this context, it should be noted that the lower the Relevant Cash Value Long or the lower the Reference Price on the Valuation Date, the lower the Redemption Amount.

For further information about the risks associated with the absence of a limitation of the term of the Constant Leverage Long Warrants (with unlimited term), reference is made to sections "3. Risks relating to the Terms and Conditions of the Warrants"; "a) Risks associated with an unlimited term" and "b) Risks associated with a Minimum Exercise Number".

Risks associated with the Leverage Factor (leverage component) in the event of a Reset Event

Another risk is associated with the leverage effect of a Reset Event of the Cash Value Long, i.e. if the Observation Price of the Underlying decreases very sharply between the determination of the relevant Reference Price on two consecutive Cash Value Calculation Dates or during such other period as is specified for this purpose in the Final Terms. If, in such case, the Reset Threshold specified in the Final Terms is reached or fallen short, this will result in a Reset Event of the Cash Value Long$_{(t)}$ on the relevant Cash Value Calculation Date$_{(t)}$ or with as of such other period as is specified for this purpose in the Final Terms. For this purpose, a Reset Price of the Underlying is determined which is then used as the new or adjusted price of the Underlying for the purpose of determining the adjusted Cash Value Long$_{(t)}$. This price forms the basis for the further calculation of the Performance of the Underlying with respect to the relevant Cash Value Calculation Date$_{(t)}$ or such other period as is specified in the Final Terms for this purpose. If the price of the Underlying decreases sharply and steadily, this may result in two or more Reset Events taking place on a Cash Value Calculation Date. Due to the leverage component of the Constant Leverage Long Warrants (with unlimited term) relating to the Performance of the Underlying, an adverse adjustment of the Cash Value Long has a disproportionately high impact on the value of the Constant Leverage Long Warrants (with unlimited term). Moreover, despite the reset mechanism, a **risk of Warrant Holders suffering a total loss of their Invested Capital remains.**

Potential purchasers of the Warrants should also consider that the Reset Threshold may be reached or fallen below at any time, including outside local trading hours or outside the trading hours of the Calculation Agent or the Offeror.

Risks associated with a Financing Component

The performance of the Warrants is always adjusted for the (usually mathematically negative) Financing Component, resulting in the actual performance being lower. The purpose of the Financing Component is to cover the expenses of the Issuer and/or the Calculation Agent (e.g. the Hedging Cost) and it includes the Administration Fee. **Consequently, the Redemption Amount payable to investors is reduced by the Financing Component**. The Calculation Agent may adjust certain cost elements included in the Financing Component – specifically the Hedging Cost (amplified by the Leverage Factor), the Administration Fee (also amplified by the Leverage Factor) and the Interest Margin (amplified, if applicable) – within certain ranges. The range within which each cost element may lie is determined by the Calculation Agent upon issuance of the Warrant. The longer the Constant Leverage Long Warrants (with unlimited term) are held, the stronger can be the negative effect of the Financing Component and, depending on the actual amount of the cost element concerned, can result in a **substantial reduction of the Redemption Amount** or, in the extreme case even in a **total loss of the Invested Capital**.

(b)   Constant Leverage Short Warrants (with unlimited term)

Risks associated with the Leverage Factor (leverage component)

Constant Leverage Short Warrants (with unlimited term) reflect the leveraged sale (known as short position) of the Underlying they are linked to by means of the Relevant Cash Value Short. The Relevant Cash Value Short is based on a leverage component which represents the Performance of the Underlying multiplied by the negative of the constant Leverage Factor. In Constant Leverage Short Warrants (with unlimited term), a negative performance (i.e. price decreases, generally) of the Underlying generally has a favourable effect on the leverage component, while a positive performance (i.e. price increases, generally) of the Underlying generally has an unfavourable effect on the leverage component, with price changes of the Underlying having a disproportionately high impact on the value of the Constant Leverage Short Warrant (with unlimited term).

In this context, it should be noted that, in accordance with the Terms and Conditions of the Warrants, the daily Performance of the Underlying may be adjusted for dividends or other costs incurred in connection with dividends or otherwise (in particular in the case of indices, shares and securities representing shares (Depositary Receipts)), or for Roll-Over Costs (in the case of futures contracts), which usually has a negative effect on the Performance of the Underlying and thus an additional negative effect on the Relevant Cash Value Short.

Given that the performance of a Constant Leverage Short Warrant (with unlimited term) is calculated for a period of more than one day on the basis of the daily Performance of the Underlying and the Financing Component amplified by the Leverage Factor, the performance of the Constant Leverage Short Warrant (with unlimited term) may differ significantly from the overall performance of the Underlying over the same period. Such differences may occur both when the price of the Underlying decreases or increases steadily and when the price of the Underlying fluctuates, potentially resulting in the fact that the performance of the Constant Leverage Short Warrant (with unlimited term) is disadvantageous for the Warrant Holder in comparison to the Performance of the Underlying over the course of the same period of time. In particular, the Constant Leverage Short Warrant (with unlimited

term) may lose value even if, at the end of this period, the Underlying reaches the level it amounted to at the beginning of this period.

If the relevant price of the Underlying moves in different directions after issuance of the Warrants (i.e. if price losses and gains alternate) and the price of the Underlying returns to the level it was at on the issue date of the Warrants, the leveraged Performance of the Underlying (understood as the value of the leverage component) to be taken into account when determining the Relevant Cash Value Short will at that point in time **not** be equal to its initial value (i.e. the leveraged opening price of the Underlying) but lower; depending on the effect of the repeated application of the constant leverage factor, it may even be significantly lower than its initial value.

If the relevant price of the Underlying increases significantly, the value of the leverage component (subject to a Reset Event, if applicable) also decreases to a very low level and even potential price losses of the Underlying at a later point have only a minor effect on the recovery of the value of the Constant Leverage Short Warrants (with unlimited term) due to the constant leverage effect.

The risk of loss is essentially determined by the value of the Leverage Factor: **the higher the Leverage Factor the greater the risk.**

Depending on the Relevant Cash Value Short or on the Reference Price of the Underlying on the Valuation Date, the Redemption Amount may be substantially lower than the purchase price paid for a Constant Leverage Short Warrant (with unlimited term) and may go down to as low as **zero (0)**, in which case **NO** payment will be made. In this case, the Warrant does not yield any return but involves a risk of total loss of the Invested Capital or a loss corresponding to the entire purchase price paid for a Warrant (**total loss**).

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Constant Leverage Short Warrant including the transaction costs spent.

In this context, it should be noted that the lower the Relevant Cash Value Short or the higher the Reference Price on the Valuation Date, the lower the Redemption Amount.

For further information about the risks associated with the absence of a limitation of the term of the Constant Leverage Short Warrants (with unlimited term), reference is made to sections "3. Risks relating to the Terms and Conditions of the Warrants"; "a) Risks associated with an unlimited term" and "b) Risks associated with a Minimum Exercise Number".

Risks associated with the Leverage Factor (leverage component) in the event of a Reset Event

Another risk is associated with the leverage effect of a Reset Event of the Cash Value Short, i.e. if the Observation Price of the Underlying increases very sharply between the determination of the relevant Reference Price on two consecutive Cash Value Calculation Dates or during such other period as is specified for this purpose in the Final Terms. If, in such case, the Reset Threshold specified in the Final Terms for this purpose is reached or exceeded, this will result in a Reset Event of the Cash Value Short$_{(t)}$ on the relevant Cash Value Calculation Date$_{(t)}$ or as of such other period as is specified for this purpose in the Final Terms. For this purpose, a Reset Price of the Underlying is determined which is then used as the new or adjusted price of the Underlying for the purpose of determining the adjusted Cash Value Short$_{(t)}$. This price forms the basis for the further calculation of the Performance of the Underlying with respect to the relevant Cash Value Calculation Date$_{(t)}$ or such other period as is specified in the Final Terms for this purpose. If the price of the Underlying increases sharply and steadily, this may result in two or more Reset Events taking place on a Cash Value Calculation Date. Due to the leverage component of the Constant Leverage Short Warrants (with

unlimited term) relating to the Performance of the Underlying, an adverse adjustment of the Cash Value Short has a disproportionately high impact on the value of the Constant Leverage Short Warrants (with unlimited term). Moreover, despite the reset mechanism, a **risk of Warrant Holders suffering a total loss of their Invested Capital remains**.

Potential purchasers of the Warrants should also consider that the Reset Threshold may be reached or exceeded at any time, including outside local trading hours or outside the trading hours of the Calculation Agent or the Offeror.

Risks associated with a Financing Component

The performance of the Warrants is always adjusted for the (usually mathematically negative) Financing Component, resulting in the actual performance being lower. The purpose of the Financing Component is to cover the expenses of the Issuer and/or the Calculation Agent (e.g. the Hedging Cost) and it includes the Administration Fee. **Consequently, the Redemption Amount payable to investors is reduced by the Financing Component**. The Calculation Agent may adjust certain cost elements included in the Financing Component – specifically the Hedging Cost (amplified by the Leverage Factor), the Administration Fee (also amplified by the Leverage Factor) and the Interest Margin (amplified, if applicable) – within certain ranges. The range within which each cost element may lie is determined by the Calculation Agent upon issuance of the Warrant. The longer the Constant Leverage Short Warrants (with unlimited term) are held, the stronger can be the negative effect of the Financing Component and, depending on the actual amount of the cost element concerned, can result in a **substantial reduction of the Redemption Amount** or, in the extreme case even in a **total loss of the Invested Capital**.

(vi)   Product 6: TURBO Long/Short Warrants

(a)   TURBO Long Warrants

With TURBO Long Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Observation Price reaches or falls below the Knock-Out Barrier during the Observation Period, the Warrants will expire and the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the Reference Price exceeds the Strike on the Valuation Date, Warrant Holders will suffer a loss if the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or falls below the Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.

This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

(b)   TURBO Short Warrants

With TURBO Short Warrants, investors bear the risk of an adverse performance of the Underlying.

If the Observation Price reaches or exceeds the Knock-Out Barrier during the Observation Period, the Warrants will expire and the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the Reference Price is lower than the Strike on the Valuation Date, Warrant Holders will suffer a loss if the Redemption Amount is lower than the purchase price the Warrant Holders paid for the Warrant.

If the Reference Price reaches or exceeds the Strike on the Valuation Date, the Redemption Amount will be **zero (0)**, unless the Final Terms provide for a Minimum Amount, whereupon **NO** payment would be made (**total loss**).

If the Final Terms provide for payment of a Minimum Amount, the Redemption Amount will only be equal to that Minimum Amount.

If the price of the Underlying to which the Warrant relates changes, this may have a proportionately more adverse effect on the Warrants due to the leverage effect.

This may result in significant losses and, subject to any Minimum Amount provided for in the Final Terms, even in a total loss of investors' Invested Capital.

3.   Risks relating to the Terms and Conditions of the Warrants

This category of risk factors describes the risk factors relating to the Terms and Conditions of the Warrants.

a)   Risks associated with an unlimited term

The risk factors "Exercise of the Warrants by the Warrant Holder" and "Ordinary termination by the Issuer" are assessed to be the most important risks in this subcategory.

Exercise of the Warrants by the Warrant Holder

If the Warrants do not have a fixed Settlement Date and, consequently, do not have a fixed term, the Warrant Right of the Warrant Holders as represented by the Warrants must be exercised by the Warrant Holder on a specified Exercise Date according to the exercise procedure specified in the Terms and Conditions of the Warrants in order to assert the Warrant Right.

In accordance with the Terms and Conditions of the Warrants, the Warrant Holder will then be paid a Redemption Amount in the Settlement Currency. This amount depends mainly on the performance of the Underlying until the relevant Exercise Date. Even if the Warrant Holder has the right to exercise the Warrants on certain Exercise Dates, such dates may be unfavourable for the Warrant Holder. The Warrant Holder has to decide for itself whether and to what extent exercise of the Warrant leads to a disadvantage for the Warrant Holder. If the Warrant Holder exercises the Warrants at an unfavourable point in time or does not exercise them validly, this may give rise to additional costs for the Warrant Holder or result in the income from the Warrants being limited. If market conditions are unfavourable

at the time of exercise, i.e. if the value of the Warrants has decreased compared to the price at which they were purchased, there is a risk of significant loss, or, in the worst case, even total loss of the Invested Capital.

The requirements to be met in order for the Warrant Right to be exercised properly by the Warrant Holder are included in the relevant Terms and Conditions of the Warrants, if applicable. If Warrant Holders do not meet the formal requirements for exercising Warrant Rights, they will not be able to validly exercise them.

Therefore, in the event that the exercise of Warrant Rights is not valid and the value of the Warrants has decreased between the point in time when they were intended to be exercised and the date of their actual exercise, there is also a risk of significant loss or, in the worst case, even total loss of the Invested Capital.

Ordinary termination by the Issuer

The Issuer shall have the right to terminate the Warrants by ordinary termination in compliance with the Terms and Conditions of the Warrants on an Ordinary Termination Date specified in the Terms and Conditions of the Warrants. In this case, the Warrant Holder receives an amount per Warrant equal to the Redemption Amount determined at the relevant Ordinary Termination Date and payable in the Settlement Currency. This amount depends mainly on the performance of the Underlying until the relevant Ordinary Termination Date. Under the Terms and Conditions of the Warrants, the Issuer may even have a daily right to terminate the Warrants. Investors cannot rely on being able to hold the Warrants for an unlimited time and participate in the performance of the Underlying. Therefore, the Warrants may represent only rights that are limited in time, e.g. in the event of ordinary termination by the Issuer. There is no certainty that it will be possible to compensate potential price losses by a subsequent increase in value of the Warrant before the Warrant is terminated by the Issuer by ordinary termination.

In the event that the Issuer terminates the Warrants by ordinary termination, the Warrant Holder has no influence on the applicable Ordinary Termination Date, which may be unsuitable for the Warrant Holder. If market conditions are unfavourable at the time of ordinary termination, i.e. if the value of the Warrants has decreased compared to the price at which they were purchased, there is a risk of significant loss, or, in the worst case, even total loss of the Invested Capital.

b) Risks associated with a Minimum Number to be exercised

The Final Terms may stipulate that, in the case of Warrants issued with an exercise right, the exercise right may only be exercised with respect to a specified number of Warrants (the "**Minimum Number**"). Therefore, Warrant Holders who do not have the required Minimum Number of Warrants either have to sell their Warrants or purchase additional Warrants (with transaction costs being incurred in either case). However, a sale of the Warrants requires that market participants are found who are willing to purchase the Warrants at a corresponding price. If no such market participants who are willing to purchase are found, the value of the Warrants cannot be realised.

If the conditions for exercise described in the Terms and Conditions of the Warrants are not met in due time before the relevant exercise date, the Exercise Notice will be null and void and exercise will only be possible again on the next exercise date provided for under the Terms and Conditions of the Warrants for the respective Warrants.

If the Underlying develops in any adverse way in the period until the next exercise date provided for, this may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

c) Market Disruptions

The Calculation Agent or the Issuer may determine that a Market Disruption in relation to the Underlying has occurred or is continuing. This determination is made on the basis of parameters specified in the Terms and Conditions of the Warrants. The Calculation Agent or the Issuer will exercise their reasonable discretion (Secs. 317 and 315, respectively, of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) in determining that a Market Disruption has occurred or is continuing. In doing so, they are not bound by actions taken or assessments made by third parties.

If a Market Disruption occurs, the determination of the relevant price of the Warrant (e.g. of the Reference Price) may be delayed as a result of that. Moreover, a Market Disruption may result in the Calculation Agent or the Issuer will exercise their reasonable discretion (Secs. 317 and 315, respectively, of the *BGB*) in determining the price or the occurrence of certain events in relation to the Warrants. In this context, the Calculation Agent or the Issuer will also take into account all other market conditions. Payment of the respective amount to be paid may be delayed as a result of this. Moreover, it is possible that determinations made by the Calculation Agent may turn out to be incorrect at a later point. This may have an adverse effect on the value of the Warrants.

Market Disruptions may thus affect the value of the Warrants and delay payment of the respective amount to be paid. This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

d) Adjustments, termination risk, reinvestment risk

The risk factors "Adjustment Events" and "Exercise of Issuer's extraordinary termination right" are assessed to be the most important risk factors in this subcategory.

In the event that adjustment measures are taken in accordance with the Terms and Conditions of the Warrants, it cannot be excluded that the adjustmest measures made on the basis of the assessments turn out to be incorrect at a later point and the adjustment measure turns out to be disadvantageous for the Warrant Holder later on.

Examples of such Adjustment Events include delisting or cessation of existence of the Underlying, changes in law or tax events. In the event that the Terms and Conditions of the Warrants are adjusted, the Warrants are continued, however, there is a risk of an adjustment measure subsequently turning out to be incorrect or insufficient. As a result, the Warrant Holder may be in an economically weaker position than before the adjustment measure.

Adjustment Events

If an Adjustment Event or Potential Adjustment Event has occurred, the Issuer may either adjust the Terms and Conditions of the Warrants or replace the Underlying by a Successor Underlying or, if applicable, determine a Successor Reference Source. Such an Adjustment Event or Potential Adjustment Event may be caused by an event that has a material effect on the Underlying.

In this context, investors should take into account in particular that the Warrants issued under this Base Prospectus may be linked, *inter alia*, to the performance of share, commodity or foreign currency indices or other indices. Moreover, by taking into account the financing component pursuant to the Terms and Conditions of the Warrants, reference interest rates, such as the London Interbank Offered

Rate (LIBOR), the Euro Interbank Offered Rate (EURIBOR), the Sterling Overnight Index Average (SONIA), the Secured Overnight Financing Rate (SOFR), the Swiss Average Rate Overnight (SARON), the Tokyo Overnight Average Rate (TONAR) or other reference interest rates may be used in determining the Redemption Amount of the Warrants issued under this Base Prospectus. These reference rates are hereinafter also referred to as **"Benchmarks"**. Some of these Benchmarks are the subject of recent national, international and other supervisory requirements and proposals for reform such as the Principles for Financial Benchmarks published by the International Organization of Securities Commissions *(IOSCO)* in July 2013, and of regulations such as the EU Benchmark Regulation, which has been largely applied since 1 January 2018 (see risk factor "Risks associated with effects of regulation and Benchmark reform" under category "5. Risks relating to the Underlying").

This regulation or these reforms may result in particular in the formula and the way in which the Benchmark has been calculated up to now or the composition of the Benchmark being changed in order to comply with the provisions of the EU Benchmark Regulation to the effect that, according to the determination of the Calculation Agent, the Benchmark can no longer be compared with the previous Benchmark, or the Benchmark concerned is even set by an administrator and thus can no longer be used as Underlying. These events may constitute an Adjustment Event or Potential Adjustment Event in respect of the Warrants issued under this Base Prospectus which are linked to Benchmarks and may give the Issuer the right to adjust the Terms and Conditions of the Warrants or to replace the Underlying with a Successor Underlying.

Moreover, the Issuer may have the right in the event of an Adjustment Event or Potential Adjustment Event to terminate the Warrants by extraordinary termination. In the event of an extraordinary termination, the Termination Amount is equal to a market price determined by the Calculation Agent at its reasonable discretion, which may also be lower than the purchase price or, in the case of Constant Leverage Warrants, lower than the Initial Cash Value Long (in the case of Constant Leverage Long Warrants (with unlimited term)) or the Initial Cash Value Short (in the case of Constant Leverage Short Warrants (with unlimited term)) and, in the extreme case may be as low as **zero (0)**, which means that the investor may suffer a **total loss** of its Invested Capital.

Such adjustment, replacement or termination may have a negative effect on the Warrants because it may cause the value of the Warrants to decrease. For example, a Successor Underlying may perform worse than the original Underlying was expected to. This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Exercise of Issuer's extraordinary termination right

In the event of **extraordinary** termination of the Warrants by the Issuer as provided for in the Terms and Conditions of the Warrants, the Issuer shall pay the Warrant Holder an amount per Warrant yet to be determined. This amount will be determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) as the reasonable market price of the Warrant immediately before the event giving rise to the termination right in accordance with the Terms and Conditions of the Warrants. Valuation risks may arise in this context in connection with determining the Termination Amount.

In determining a reasonable market price, the Calculation Agent may take into account all factors, including any adjustments to futures or option contracts for the Underlying, without, however, being bound by actions taken or assessments made by third parties, in particular actions taken or assessments made by the Futures Exchange, if applicable.

Due to the fact that the Calculation Agent may consider market factors it deems relevant in its decision-making without being bound by any actions taken or assessments made by third parties, it cannot be excluded that the market price of the Warrant determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) as reasonable, and thus the Termination Amount, may differ from any market price determined by a third party for similar options or Warrants linked to the Underlying.

Accordingly, the Termination Amount may differ from any market price determined by a third party for similar options or securities linked to the Underlying. This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Reinvestment risk

Both in the event of ordinary or extraordinary termination of the Warrants by the Issuer and in the event that the Warrants are exercised by the Warrant Holder itself, the Warrant Holder shall bear the reinvestment risk because it is possible that the amount paid out by the Issuer, if applicable, can only be reinvested on market terms less favourable than those prevailing when the Warrant terminated or exercised was purchased.

This is, in any case, a significant risk in the case of the products that have an open-end structure (i.e. no limit on their term) and there is therefore no clearly defined investment horizon on the product side.

The Warrant Holder bears the risk of its expectations of an increase in value through an alternative investment possibly not materialising and the income from the Warrants being limited.

e)   Currency exchange risks associated with the Warrants

If the claim represented by the Warrants is calculated on the basis of a foreign currency, monetary unit or unit of account or the value of the Underlying or, if applicable, of any of the components of the Underlying is determined in such a foreign currency, monetary unit or unit of account (as is often the case with foreign Underlyings), the risk of loss depends not only on the performance of the Underlying (or of individual components of the Underlying) but also on unfavourable developments of the value of the foreign currency, monetary unit or unit of account. Fluctuations of currency exchange rates may be less obvious risks than those associated with the payoff profile and are therefore of particular relevance. Such developments of currency exchange rates may increase the risk of loss due to the fact that

(a)   the level of the Redemption Amount to be potentially received decreases proportionately if the currency exchange rate develops unfavourably, and/or

(b)   the value of the Warrants purchased decreases proportionately.

If the Final Terms provide for quanto conversion, the amount concerned is converted into the Settlement Currency without reference to the exchange rate between the currency of the Underlying and the Settlement Currency. Although the conversion into the Settlement Currency is made without reference to the exchange rate between the currency of the Underlying and the Settlement Currency and there is therefore no conversion risk, the relative interest rate difference between the current interest rate for the currency of the Underlying and the current interest rate for the Settlement Currency may have an adverse effect on the price of the Warrants at hand.

This may result in the income of the Warrant Holder being limited and, in the event of a very negative development of the exchange rate, even in significant losses for the Warrant Holder .

f)   Risks associated with determinations by the Calculation Agent and/or the Issuer

Discretionary powers of the Calculation Agent and/or the Issuer may have an adverse effect on the value of the Warrants.

The Terms and Conditions of the Warrants stipulate that the Calculation Agent and/or the Issuer have certain discretionary powers when making decisions relating to the Warrants. For example, discretionary powers play a role

- in establishing a Market Disruption and/or establishing whether a Market Disruption is significant;

- in making adjustments to the Terms and Conditions of the Warrants;

- in determining the extraordinary Termination Amount.

The Calculation Agent and the Issuer make such determinations at their reasonable discretion (Sec. 317 or 315 *BGB*, respectively). Moreover, Warrant Holders must consider that a determination made by the Calculation Agent may have an adverse effect on the value of the Warrants. If this is the case, the adverse effect of such a determination by the Calculation Agent also affects the amounts payable under the Warrants.

Discretionary acts outside the control of the Warrant Holder may therefore result in the income from the Warrants being limited and, in the extreme case, even in significant losses.

4.   Risks relating to investing in, holding and disposing of the Warrants

This category of risk factors describes the risk factors relating to investing in, holding and disposing of the Warrants.

a)   Market price risks

Market price risks arise in particular from the fact that the structure of the Warrants is such that their price is dependent on the Underlying. The repayment of the Warrants depends on how a certain Underlying develops and, consequently, the development of the price of the Warrants during their term is also highly dependent on the expected and actual development of the Underlying. Depending on the nature of the Underlying, its performance depends on a number of influencing factors such as the actual and expected economic development of individual companies, industries, regions, commodity markets, other procurement and sales markets, the level of interest and prices in capital markets, development of price levels and exchange rates, the political situation or the consequences of health risks from pandemics like coronavirus.

The coronavirus pandemic still prevailing at the date of this Base Prospectus and the military conflict between Russia and Ukraine, which has been ongoing since February 2022, and the related geopolitical tensions may exacerbate market price risks relating to the relevant Underlying. The European Securities and Markets Authority (**"ESMA"**) continues to conclude in the context of its regular risk assessment that institutional and retail investors have a prolonged period of risk of further market corrections ahead of them and sees very high risks across the whole of the ESMA remit. ESMA reaffirmed its expectation of a prolonged period of risk to institutional and retail investors of further – possibly significant – price corrections in various market segments most recently on 26 November 2021 in the context of the publication of the ESMA Risk Dashboard No. 2, 2021.

If adverse effects on the repayment of the Warrants are to be expected due to the development of the Underlying, this will have an adverse effect on the market price of the Warrants. The market price of the Warrants may be lower during the course of their term than their initial issue price or the purchase price that was paid for them or, in the case of Constant Leverage Warrants, lower than the Initial Cash Value Long (in the case of Constant Leverage Long Warrants (with unlimited term)) or the Initial Cash Value Short (in the case of Constant Leverage Short Warrants (with unlimited term)), and if the Warrants are sold or otherwise disposed of before the end of the term, the sale proceeds obtained may be lower than the Invested Capital. Market price risks may therefore result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

b)   Risks relating to a secondary market for the Warrants

The risk factors "Non-development of a liquid secondary market" and "Non-maintenance of a secondary market" are assessed to be the most important risk factors in this subcategory.

Non-development of a liquid secondary market

Warrant Holders do not receive any payments prior to redemption of the Warrants and can therefore obtain revenue prior to redemption of the Warrants only by selling the Warrants on the secondary market.

The Issuer intends to provide bid and ask prices for the Warrants of an issue quoted by a company affiliated with it on a regular basis under normal market conditions.

The Warrants to be issued under this Prospectus may also be included in the open market of one or more stock exchange(s) specified in the Final Terms, or be the object of a request for admission to trading on the regulated market or equivalent markets.

However, it cannot be foreseen whether and to what extent a secondary market for the Warrants will develop and how liquid this market will be, or whether the Warrants will actually be traded on such a secondary market.

If a liquid secondary market for the Warrants does not develop, this can therefore result in the income from the Warrants being limited, and in significant losses if the Warrants perform negatively between the intended date of sale and the date of actual redemption of the Warrants.

Non-maintenance of a secondary market

The Issuer does not warrant the level, the manner of determination or permanent availability of secondary market prices. It is not ensured that the Warrants can be purchased or sold or otherwise disposed of at a particular time during their term.

In the event that the Warrants are included in any open market or admitted to trading in a regulated market or other equivalent markets, the Issuer also does not warrant that the inclusion in trading will be maintained throughout the term of the Warrants. The last day on which the Warrants are traded on the stock exchange is expected to be one or two trading day(s) before the Valuation Date.

If a secondary market for the Warrants is not maintained, this can result in the income from the Warrants being limited, and in significant losses if the Warrants perform negatively between the intended date of sale and the date of actual redemption of the Warrants.

Risks associated with price determination on the secondary market

Moreover, it is not clear at what price the Warrants would be traded on such a secondary market, or whether rules would restrict their purchase and sale and thus their tradability.

It is not ensured that the Warrants can be purchased or sold or otherwise disposed of at a particular time or at a particular price during their term. Delays during the price determination may occur, for example, as a result of Market Disruptions or system problems. In the case of Constant Leverage Warrants, trading in the Warrants is suspended in particular in the event that a Reset Event pursuant to the Terms and Conditions of the Warrants occurs, with the suspension usually continuing until the Reset Price is determined.

Moreover, the value of a Warrant that can be realised on a secondary market may be significantly lower than the actual value of the Warrant. Among other things, it cannot be excluded that a transaction fee may be charged on the sale of a Warrant.

The Issuer or any company of BNP Paribas Group may purchase Warrants on the open market or through an individual contract at any time, thereby restricting trade on the secondary market or making it more difficult, and thus potentially influencing the price of individual Warrants. The Issuer will not inform Warrant Holders about any such purchase or sale. Warrant Holders must form their own picture of the performance of the Warrants and other events which may have an impact on the development of their price.

Risks associated with price determination on the secondary market can result in the income from the Warrants being limited, and in significant losses if the Warrants perform negatively between the intended date of sale and the date of actual redemption of the Warrants.

c) Transfer in respect of uncertificated securities registered with an Intermediary other than SIX SIS AG

Prospective investors should be aware that Warrants that are registered with an Intermediary other than SIX SIS AG will not be registered with SIX SIS AG or any other central securities depository. As a consequence, they are not transferable except to transferee(s) that have a securities account with either the Intermediary or another securities intermediary maintaining securities account(s) (directly or indirectly) with the Intermediary. This limitation on the transferability of such Securities may have a negative effect on the liquidity and value of such Securities.

d) Risks from potential conflicts of interest

The Issuer, the Offeror BNP Paribas Arbitrage S.N.C and the Guarantor as well as companies affiliated with them may pursue interests that conflict with Warrant Holders' interests. This may occur in connection with the Underlying, the performance of further transactions, business relationships with the issuer of the Underlying or the performance of other functions. The risk factors "Information relating to the Underlying" and "Further transactions" are assessed to be the most important risk factors in this subcategory.

Information relating to the Underlying

The Issuer, the Offeror and the Guarantor as well as companies affiliated with them may have or obtain material non-public information about the Underlying. The Issuer, the Offeror and the Guarantor as well as companies affiliated with them have no obligation to disclose such information to the Warrant Holders. Warrant Holders may therefore make wrong decisions in relation to the Warrants due to missing, incomplete or inaccurate information about the Underlying.

Lack of information about the Underlying may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

These business relationships may result in the income from the Warrants being limited and, in the extreme case, even in significant losses.

Further transactions

The Offeror and the Guarantor as well as the companies affiliated with them operate on the international and German securities exchange, credit derivatives and commodities markets on a daily basis. Therefore, they may enter into transactions relating directly or indirectly to the Warrants – whether for their own account or for the account of customers. Moreover, the Offeror and the Guarantor as well as companies affiliated with them may enter into transactions in the respective Underlying. Transactions of this kind may have an adverse effect on the performance of the Underlying. They may thus also have an adverse effect on the value and/or the tradability of the Warrants. It should be noted in this context that the Offeror, the Guarantor as well as companies affiliated with them may pursue economic interests that conflict with Warrant Holders' interests.

The value of the Warrants may also be affected by the termination of these hedge transactions or any part thereof.

The Offeror and the Guarantor as well as companies affiliated with them may purchase and sell Warrants for their own account or for the account of third parties. The Issuer and the Guarantor as well as companies affiliated with them may also issue further Warrants. These transactions may

reduce the value of the Warrants. The introduction of further competing products into the market may also affect the value of the Warrants.

Further transactions of this kind may result in the income from the Warrants being limited and, in the extreme case, even in significant losses.

Business relationships

The Issuer, the Offeror and the Guarantor as well as companies affiliated with them may have a business relationship with the issuer of the respective Underlying. Such a business relationship may be characterised, for example, by advisory and trading activities. The Issuer, the Offeror and the Guarantor as well as companies affiliated with them may take such action in this context as they deem appropriate to defend their own interests arising from this business relationship. In doing so, the Issuer, the Offeror and the Guarantor as well as companies affiliated with them do not necessarily have to take appropriate account of the effects this has on the Warrants and Warrant Holders. This may give rise to a conflict of interest on the part of the Issuer and/or the Offeror and/or the Guarantor and/or the companies affiliated with them. The Issuer, the Offeror and the Guarantor as well as companies affiliated with them may carry out transactions and enter into or be a party to transactions which have an influence on the value of the Underlying. This kind of business relationships with the issuer of the Underlying may have an adverse effect on the Warrants. These business relationships may result in the income from the Warrants being limited and, in the extreme case, even in significant losses.

Price determination by the Guarantor or companies affiliated with it

As part of their market making activities, the Offeror, the Guarantor or any company affiliated with them in their capacity as market maker (hereinafter referred to as the "**Market Maker**") have a decisive role in determining the price of the Warrants. The prices quoted by the Market Maker will not always correspond to the prices that would have developed in liquid trading on a stock exchange.

As part of the market making process, some costs are deducted over the term of the Warrants when the price of the Warrants is determined. However, this is not always done evenly over the term of the Warrants. Costs may be deducted from the fair value of the Warrants in full at an early point to be determined by the Market Maker. The prices quoted by the Market Maker may therefore differ significantly from the fair value or the price of the Warrants to be expected from an economic perspective. Furthermore, the Market Maker may change the method based on which it determines the quoted prices at any time. For example, it may enlarge or reduce the spread between bid and offer prices.

Moreover, the Offeror, the Guarantor or any company affiliated with them may also act as market maker for the Underlying. Market making may have a significant influence on the price of the Underlying and, consequently, also on the value of the Warrants.

Pricing on the secondary market may also be influenced by other factors. These include dividends or other distributions paid or expected to be paid on the Underlying.

Conflicts of interest regarding the pricing by the Offeror, the Guarantor or companies affiliated with them may result in additional costs for the Warrant Holder, or in the income from the Warrants being limited and, in the extreme case, even in significant losses.

e)   Risks in terminating hedge transactions of the Issuer or Offeror

The termination of hedge transactions the Issuer entered into when issuing the Warrants may adversely affect payments to be made under the Warrants.

The Issuer may hedge against the financial risks associated with the issuance of the Warrants directly or indirectly, e.g. via the Offeror, at its own discretion (so-called "hedging transactions"). If the Warrants are redeemed/repaid or terminated by the Issuer, this results in such hedging transactions being terminated, too. The number of hedging transactions to be terminated as aforesaid depends on the number of Warrants to be redeemed. If a large number of hedging transactions is terminated, this may have an influence on the price of the Underlying and thus on the Redemption Amount.

Example: The Issuer sells a Warrant the redemption/repayment of which depends on the price of a specific share. The Issuer hedges its future payment obligations under the Warrant by purchasing the share concerned (hedging transaction). Before maturity, the Issuer sells the share on the stock exchange (termination of the hedging transaction). The sale takes place on the Valuation Date of the Warrants. If a large number of shares is sold because a large number of Warrants becomes mature, their sale may push the stock exchange price of the share down. However, the Redemption Amount for the Warrants depends on the stock exchange price of the share on the Valuation Date. Therefore, the termination of the hedging transaction may have an adverse effect on the level of the Redemption Amount for the Warrants. This may result in the income from the Warrants being limited and, in the extreme case, even in significant losses.

f) Risks relating to taxation

The risk factors "Change in tax treatment of the Warrants" and "US foreign account tax compliance withholding" are assessed to be the most important risks in this subcategory.

Change in tax treatment of the Warrants

Given that, to this date, there exists only a small number of judgments of the highest court instances or clear orders of the fiscal authorities regarding investment instruments like the present Warrants in the Federal Republic of Germany, it cannot be excluded that the fiscal authorities may consider a tax treatment to be applicable that could not be foreseen at the time the Warrants were issued. In addition to this estimation risk, it cannot be excluded that the tax treatment may change due to future or retrospective changes in German tax law. These estimation risks and risks of tax law changes also exist with respect to all other jurisdictions concerned. A risk of tax law changes exists also in those other jurisdictions.

Such tax law changes may have adverse consequences for Warrant Holders. For example, the Warrants may be less liquid, or the amounts payable to Warrant Holders may be lower than what they expected due to tax law changes.

Changes in the tax treatment of the Warrants may therefore result in the income from the Warrants being limited and, in the extreme case, even in significant losses.

US foreign account tax compliance withholding

In implementing the foreign account tax compliance provisions of the US Hiring Incentives to Restore Employment Act 2010 (**"FATCA"**), tax withholdings of 30% may apply to all or any of the payments to be made by the Issuer and companies affiliated with it on the Warrants. The Warrants are held in custody by the Clearing System in global form, which makes withholding from payments to the Clearing System unlikely. However, FATCA may also be applicable to the downstream chain of payments.

If an amount in respect of US withholding tax were to be deducted or withheld from interest, principal or other payments on the Warrants due to FATCA, neither the Issuer nor any paying agent nor any other person would, pursuant to the Terms and Conditions of the Warrants, be required to pay additional amounts to investors as a result of the deduction or withholding of such tax. As a result, investors may receive less interest or principal than expected.

Such a withholding of tax may result in the income of the Warrant Holder being limited and, in the extreme case, even in significant losses.

Risks relating to withholding of US withholding tax

Section 871(m) of the US Internal Revenue Code and the regulations promulgated thereunder impose a tax withholding (of up to 30% depending on the applicability of double taxation treaties) with respect to certain financial instruments (e.g. Warrants linked to US equities or US indices as Underlying) to the extent that payments (or deemed payments) on such financial instruments are contingent upon or determined by reference to US-source dividends.

Therefore, the risk involved for Warrant Holders in Warrants linked to US equities or US indices as Underlying is that payments on the Warrants may be subject to US withholding tax under section 871(m) of the US Internal Revenue Code.

Furthermore, there is a risk that section 871(m) must also be applied to Warrants that were originally not subject to the tax withholding. This may be the case in particular if the economic characters of the Warrants change to the effect that the Warrants end up being subject to tax and the Issuer continues to issue and sell the Warrants concerned.

If an amount is deducted or withheld from interest, principal or other payments on the Warrants due to section 871(m), neither the Issuer nor any paying agent nor any other person would, pursuant to the Terms and Conditions of the Warrants, be required to pay additional amounts to the Warrant Holders as a result of the deduction or withholding of such tax. As a result, Warrant Holders may receive less interest or principal than expected.

Even if the beneficiary is subject to a reduced tax rate with respect to a payment under a double taxation treaty, an amount too high may be withheld and the beneficial owner may not be able to receive a refund. In this case, the Issuer will not be able to help with the double taxation treaty or with any refund claims thereunder.

Such a withholding of tax or non-receipt of a refund may result in the income of the Warrant Holder being limited and, in the extreme case, even in significant losses.

Risks in connection with the Tax Haven Defence Act

The German Tax Haven Defence Act (*Steueroasen-Abwehrgesetz*), which is applicable in relation to withholding tax measures since 1 January 2022, regulates a withholding tax with respect to income from financing relationships earned by persons (including legal entities, associations of persons and estates) who are resident in non-cooperative tax jurisdictions. It has not yet been conclusively determined whether and under what conditions such withholding by the Issuer is required with respect to payments under the Warrants. The 2022 German Annual Tax Act (*Jahressteuergesetz* 2022) provides that bearer bonds evidenced by a permanent global bearer note and held in collective safe custody with a central depository and comparable debt instruments tradable on a recognized stock exchange within the meaning of Sec. 138 para. 2 sentence 1 No. 3 letter b) sentence 2 of the German Fiscal Code (*Abgabenordnung*) do not qualify as financing relationships. To the extent that securities

under this Base Prospectus do not meet the aforementioned requirements for non-qualification as a financing relationship, a withholding of tax cannot be excluded.

Such a withholding of tax or non-receipt of a refund may result in the income of the Warrant Holder being limited and, in the extreme case, even in significant losses for the Warrant Holder resident in non-cooperative tax jurisdictions.

g)   Specific risks associated with ESG Classification of Warrants

When issuing the Warrants, the Issuer could classify them into certain ESG (environmental, social and governance) related categories ("**ESG Classification**") as specified in the applicable Final Terms.

The ESG Classification depends on how the Warrants reflect certain environmental and/or social criteria, as well as issues of good corporate governance. Examples of environmental criteria which could be factored into the ESG Classification of the Warrants include the mitigation of climate change, the protection of biodiversity and the transition to a circular economy, the avoidance of waste and the increase of recycling. Examples of social criteria which could have an impact on the ESG Classification of the Warrants include promoting compliance with recognised labour standards (e.g. no child labour, forced labour or discrimination), ensuring compliance with employment safety and health protection and providing appropriate remuneration and fair working conditions. Finally, examples of issues of good corporate governance which could drive the ESG Classification of the Warrants include facilitating whistle blowing, implementing anti-corruption measures and encouraging sustainability management by the boards of directors of companies.

In connection with this, potential investors in the Warrants should be aware that the ESG Classification assigned to the Warrants at the time of issuance and any change thereto during the term of the Warrants may have a significant impact on the value of the Warrants both at the time of issuance and during their term.

Furthermore, there are currently neither final definitions nor coherent market approach on how the Warrants should be valued by reference to their ESG Classification. In particular, there may be significant differences in the sustainability ratings assigned by different sources, e.g. because of different weightings assigned to certain sustainability criteria (such as measures to mitigate climate change) or a different allocation to a specific sustainability objective. However, market consensus with respect to sustainability criteria may emerge over time. Within the European Union, such market consensus – and the resulting future valuation and classification of the Warrants on the basis of sustainability criteria – is likely to be shaped to a large extent by ongoing legislative and regulatory developments.

Therefore, potential investors should be aware that the ESG Classification of a Warrant may change after such Warrant is issued due to material changes in the sustainability criteria or legal or regulatory developments. This could also be the case if a market consensus on the ESG Classification of a Warrant emerges after such Warrant is issued and such consensus differs from the Issuer's (original) assessment at the time of issuance. The ESG Classification may also change, in particular, if the Issuer loses its status of a sustainable entity which has a knock-on effect to the ESG Classification of the Warrants. Potential investors should be aware that such developments could both run contrary to any sustainability-related expectations or objectives of such investors and lead to a corresponding loss in the market value of the Warrants.

h)   Specific risks associated with the involvement of a depositary or registrar

If provided for in the applicable Final Terms, the Warrants may be securitised and issued in the form of a note (*Urkundenform*) or issued in the form of Central Register Securities (*Zentralregisterwertpapiere*). Global notes are held in custody and maintained by the depositary. Individual notes are not issued. Central Register Securities are registered in the name of the relevant clearing system acting as central depository for securities (*Wertpapiersammelbank*). The relevant central depository for securities is registered as the bearer of the Central Register Securities (collective safe custody entry - *Sammeleintragung*). Individual entries in the central register will not be made. The depositary will maintain the records relating to the rights arising from the global note and the registrar will maintain the central register for the Central Register Securities in accordance with the statutory requirements. Warrant Holders may assert their claims against the depositary or the respective clearing system only in accordance with its regulations as well as the statutory provisions.

The Issuer will provide its payment obligations arising from the Warrants with debt-discharging effect to the depositary or the registrar for purposes of transfer to their respective account or custody account holders. Thus, in the event of a default by these entities, no further payment will be made to the Warrant Holders. Warrant Holders rely on the procedures of the depositary or the registrar, as the case may be, to receive payments due on the Warrant.

In the event that the depositary or the registrar fails to or is delayed in making payments under the Warrants, Warrant Holders are subject to the risk of late payments or loss of principal. The insolvency of the depositary or the registrar may result in the income of the Warrant Holder being limited or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

5. **Risks associated with the Underlying**

For the purposes of this section "Risks associated with the Underlying", the term "Underlying" may also include the (relevant) Underlying assets and the (relevant) components comprised therein.

This category of risk factors describes the risk factors relating to an Underlying in general and specifically in relation to certain specific Underlyings.

a) **Risks characteristic of all Underlyings**

The risk factors "Dependence on the development of the price of the Underlying" and "Risks associated with underlyings governed by the laws of emerging market jurisdictions" are assessed to be the most important risks in this subcategory.

Dependence on the development of the price of the Underlying

The Issuer's selection of the Underlying is not necessarily based on its assessment of the future performance of the selected Underlying.

Changes in the price of the Underlying and thus of the Warrants may occur as a consequence of companies of the BNP Paribas Group entering into hedging transactions or other transactions in the Underlying or based on the Underlying or, if applicable, on the assets included in the Underlying. This may have an adverse effect on the amounts to be paid under the Warrants. Depending on the number of Warrants terminated or exercised or to be redeemed, as applicable, and of the hedging transactions to be terminated in turn for that, and depending on the market situation and liquidity situation existing at the relevant point in time, this may have and adverse effect on the Underlying and thus also on the amounts to be paid under the Warrants. In the case of Constant Leverage Warrants, it should be

noted in this context that the Leverage Factor also has an impact on the size of the positions in the Underlying in respect of which the hedge transactions must be entered into.

It should be noted that if the price of the Underlying the Warrant is linked to changes, this may result in the Redemption Amount, depending on the development of the price of the Underlying, potentially being significantly lower than the purchase price paid for the Warrant and, as a result, the Warrant Holder suffering a significant loss of its Invested Capital.

In the case of an UNLIMITED TURBO Warrant or a TURBO Warrant, price changes may result in a Knock-Out Event in certain circumstances.

In the case of a MINI Future Warrant, price changes may result in a Stop-Loss Event in certain circumstances.

In the case of a Constant Leverage Warrant, further risks arise from the multiplication of the Performance of the Underlying by the Leverage Factor. For example, it should be noted that if the price of the Underlying the Constant Leverage Warrant is linked to changes, this may result in the Redemption Amount, depending on the Performance of the Underlying, and taking into account the Leverage Factor and the Financing Component, potentially being significantly lower than the purchase price paid for the Constant Leverage Warrant and, as a result, the Warrant Holder suffering a significant loss in relation to the purchase price paid for the Warrant. Moreover, due to the Leverage Factor, price changes of the Underlying have a disproportionately high impact on the value of the Warrant. The risk of loss is essentially determined by the value of the Leverage Factor: **the higher the Leverage Factor the greater the risk.**

An essential characteristic of a Warrant is the so-called leverage effect: If the value of the Underlying (or the value of a component included in the Underlying, if applicable) changes, this may cause the value of the Warrant to change proportionally more than the change in value of the Underlying. Therefore, there are higher risks of loss associated with the Warrant than with other investments. Therefore, it should be considered when purchasing a particular Warrant that the greater its leverage effect, the greater the risk of loss associated with it.

There may be an extended period of time specified in the Terms and Conditions of the Warrants between the Valuation Date and the Settlement Date for payment of the Redemption Amount. The Warrant Holders no longer participate in any price changes of the Underlying during this period.

The development of the price of the Warrants depends highly on the expected and actual performance of the Underlying. Depending on the nature of the Underlying, the performance of the Underlying is influenced by a number of factors, including:

- the actual and expected economic development of individual companies, industries, regions, commodity markets, other procurement and sales markets,

- the level of interest and prices in capital markets,

- the development of price levels and exchange rates and

- the political situation.

The reference to an Underlying is associated with risks that may have an adverse effect on the value of the Warrants.

If the Underlying performs negatively, this may result in the income of the Warrant Holder being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Risks associated with underlyings governed by the laws of emerging market jurisdictions

An Underlying may be governed by the laws of the jurisdiction of an emerging or developing country. An investment in Warrants linked to such an Underlying is therefore associated with additional legal, political and economic risks, including the risk of currency depreciation, compared to an investment in an Underlying that is not subject to the jurisdiction of an emerging or developing country.

Emerging and developing countries are exposed to significant legal, economic and political risks that may be greater than those in, for example, EU Member States or other industrial countries. Therefore, investments related to emerging or development countries involve not only the general risks associated with the investment in the respective Underlying but also additional risk factors. These include the unstable political or economic situation, increased inflation and increased currency risks. The instability of these countries may be caused, *inter alia*, by authoritarian governments or military involvement in political and economic decision-making, including changes or attempted changes in governments through extra-constitutional means, popular unrest associated with demands for improved political, economic and social conditions, hostile relations with neighbouring countries or ethnic, religious or racial conflicts. Political or economic instability may affect the trust of investors, which again may have an adverse effect on the currency exchange rates and prices of securities or other assets in those countries.

Moreover, there may be less publicly available information about Underlyings that are subject to the laws of emerging or developing countries than what is normally made available to Warrant Holders. Transparency requirements, accounting, auditing or financial reporting and regulatory standards are in many respects less stringent than the standards in industrial countries. Although the market volume of some financial markets in emerging economies is growing overall, their trading volume is significantly lower than that of developed markets, and the securities of many companies are less liquid and their prices are subject to greater fluctuations than securities of similar companies in developed markets.

All of the aforementioned factors may have an adverse influence on the Warrants. Moreover, if provided for in the relevant Final Terms, each of these adverse impacts may also give rise to what is referred to as an Emerging Country Market Disruption pursuant to the Terms and Conditions of the Warrants and may thus affect the value of the Warrants and delay payment of the respective amount to be paid. This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Risks associated with effects of regulation and Benchmark reform

The Euro Interbank Offered Rate (**"EURIBOR"**), the London Interbank Offered Rate (**"LIBOR"**), the Sterling Overnight Index Average (**"SONIA"**), the Secured Overnight Financing Rate (**"SOFR"**), the Swiss Average Rate Overnight (**"SARON"**), the Tokyo Overnight Average Rate (**"TONAR"**) and indices, including (but not limited to) indices composed of interest rates, shares, commodities, commodity indices, exchange traded products, currency exchange rates, funds and combinations of these types of indices may be regarded as "Benchmarks" which are the subject of recent national, international and other supervisory requirements and proposals for reform.

The most important international regulatory initiatives associated with the benchmark reform include the Principles for Financial Benchmarks published by the International Organization of Securities Commissions *(IOSCO)* in July 2013 (the **"IOSCO Principles"**) and Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending

Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014 (the **"EU Benchmark Regulation"**). The objective of the IOSCO Principles is to create an overarching framework of principles for Benchmarks used in financial markets, including (*inter alia*) for control and accountability and for the quality, integrity and transparency of benchmark development and determination and the methods used. A review published by IOSCO in February 2015 about the extent of the voluntary market adoption of the IOSCO Principles found that significant but uneven progress had been made on implementing the IOSCO Principles. However, given that the financial Benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future.

The EU Benchmark Regulation was published in the Official Journal of the EU on 29 June 2016. Most provisions of the EU Benchmark Regulation have been in effect since 1 January 2018, except for some provisions (mostly relating to critical Benchmarks) that have applied since 30 June 2016. The EU Benchmark Regulation applies to the provision of Benchmarks, contribution of input data to a Benchmark and the use of a Benchmark within the European Union. Among other things, it requires that administrators of Benchmarks must be authorised or registered (or, if they are based outside the EU, must be subject to an equivalence regime or otherwise recognised or endorsed) and meet comprehensive requirements in relation to the administration of Benchmarks. Furthermore, it prevents a certain use of Benchmarks provided by administrators who are not authorised/registered (or, if they are based outside the EU, not recognised as equivalent or endorsed) by supervised entities in the EU. The EU Benchmark Regulation has a broad scope of application and applies not only to Benchmarks designated as critical such as the EURIBOR but also to many other indices (including "proprietary" indices) that are used, for example, to determine the amount to be paid or the value or performance of certain financial instruments for which a request for admission to trading on a trading venue has been made or which are traded on a trading venue (EU – regulated market, EU multilateral trading facility (**"MTF"**), EU organised trading facility (**"OTF"**)) or via a systematic internaliser.

The EU Benchmark Regulation could have a significant impact on Warrants that are linked to a Benchmark as defined in the EU Benchmark Regulation, including any of the following circumstances:

• Subject to any applicable transitional provisions, an index which is a "Benchmark" cannot be used by a supervised entity in a certain manner if the administrator of the Benchmark or (if the Benchmark is provided by administrators based outside the EU) the Benchmark is not entered in ESMA's register of Administrators/Benchmarks authorised under the EU Benchmark Regulation, or has been removed from this register (e.g. if the administrator does not obtain or retain the authorisation or registration under the EU Benchmark Regulation or, if the administrator is based in a non-EU jurisdiction, does not obtain or retain recognition or endorsement and the administrator or Benchmark is not recognised as equivalent);

• The methodology or other terms of the Benchmark could be changed in order to comply with the provisions of the EU Benchmark Regulation; and

• The contingency plans laid down in the Terms and Conditions of the Warrants may apply or, if a Potential Adjustment Event is specified as applying in the applicable Final Terms, the Calculation Agent may change the terms of the Warrants in the event that the Benchmark materially changes or ceases to be provided, in order to comply with the provisions of the EU Benchmark Regulation (see "Potential Adjustment Event" below).

Any of the above changes or any other consequential changes to a Benchmark as a result of international, national or other reforms, initiatives or investigations or the general increased regulatory scrutiny of Benchmarks could potentially have an adverse effect on the relevant

Benchmark or have other unforeseen consequences, including, without limitation, that such changes could:

- affect the level of the published rate or the level of the Benchmark, which in turn may have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level;

- increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with such regulations or requirements;

- discourage market participants from continuing to administer or contribute to certain Benchmarks;

- trigger changes in the rules or methodologies used in certain Benchmarks;

- lead to the disappearance of certain Benchmarks (or certain currencies or tenors of Benchmarks); or

- have other adverse effects or unforeseen consequences.

Any such consequences could have a material adverse effect on the value of and yield from any Warrants and/or could lead to the Warrants being de-listed, adjusted or redeemed early following the occurrence of a Potential Adjustment Event, subject to the discretionary decision of the Calculation Agent or for other reasons, depending on the particular Benchmark and the applicable Terms and Conditions of the Warrants.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

b) Risks associated with shares (or other equity securities (e.g. profit participation certificates)) as Underlying

If the Underlying is a share or other equity security (e.g. a profit participation certificate) (hereinafter referred to as the **"Share"**), the following risks associated specifically with Shares as the Underlying should be observed. The risk factors "Specific risks associated with the development of the price of Shares" and "Risks similar to those associated with direct investment in Shares" are assessed to be the most important risks in this subcategory.

Specific risks associated with the development of the price of Shares

The development of the price of a Share used as Underlying depends on the performance of the company issuing the Shares. However, the price of a Share may also be subject to fluctuation or adverse changes in value independent of the assets and liabilities, financial position, liquidity and profit or loss of the company issuing the Shares. In particular, it may be influenced by the general state of the economy and stock market sentiment.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Risks similar to those associated with direct investment in Shares

The development of the market price of Warrants with a Share as Underlying depends on the development of the price the Share. The development of the price of a Share may be subject to factors like the dividend or distribution policy, financial prospects, market position, corporate actions, shareholder structure and risk situation of the issuer of the Share, short selling activities, low market

liquidity as well as political influences. Accordingly, an investment in a Warrant with a Share as Underlying may be subject to similar risks as a direct investment in Shares.

The development of the price of the Share may be subject to factors outside the Issuer's sphere of influence, such as the risk of the relevant company becoming illiquid, or insolvency proceedings or similar proceedings under the laws applicable to the company being opened over the company's assets or similar events taking place with regard to the company, which may result in a total loss of the Invested Capital for the Warrant Holder, or the risk of the share price being subject to great fluctuation.

In addition, the performance of the Shares depends particularly on the development of the capital markets, which in turn are influenced by the global situation and the specific economic and political environment. Shares in companies with low or average market capitalisation may be subject to even higher risks (e.g. with regard to volatility or insolvency) than Shares in larger companies. Furthermore, shares in companies with low market capitalisation may be extremely illiquid due to smaller trading volumes. Shares in companies having their seat or exerting their relevant operations in countries with a high legal uncertainty are subject to additional risks, such as the risk of governmental measures being taken or nationalisation taking place. This may result in the partial or total loss of the Share's value.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Currency risks

If the investments of the company whose Shares are used as Underlying are denominated in a currency other than the currency in which the value of the Shares is calculated, additional correlation risks may arise. These correlation risks concern the degree of dependency of the development of exchange rates of such Foreign Currency to the currency in which the value of the Share is calculated. Such risks can also not be excluded by potential hedging transactions of a stock corporation.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Issuer's conflicts of interest with regard to the Share

It is possible that the Issuer or the companies affiliated with it hold Shares in the company which has issued the Underlying, which may result in conflicts of interest. The Issuer and the companies affiliated with it may also decide not to hold the Underlying or not to enter into any derivative contracts linked to the Share. Neither the Issuer nor the companies affiliated with it are limited in selling, pledging or otherwise transferring rights, claims and holdings regarding the Underlying or derivative contracts linked to the Underlying solely based on the fact that the Warrants were issued.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

c) **Risks associated with indices as Underlying**

The risk factors "Risk of changes in the calculation of the index" and "Non-consideration of payments of dividends or other distributions if price indices are used as Underlying" are assessed to be the most important risks in this subcategory.

Risk of changes in the calculation of the index

If the Underlying is an index, the rules of the index are subject to change by the sponsor of the index. In this case, the Issuer has no influence on any such changes.

If, as indicated in the applicable Final Terms, an index is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, the rules of the index (including the methodology of the index for the selection and the re-balancing of the Index Components and the description of Market Disruptions and adjustment rules) are based on predetermined and objective criteria and, as a result of that, any influence of the Issuer is excluded.

Provisions for calculating the rates of the index are specified by the sponsor of the index in the set of rules governing the index. Therefore, the Issuer has no influence on the calculation of the rates by the sponsor of the index or on potential changes to the set of rules that may have an influence on the calculation of the rates. Moreover, investors should consider that the official rates of the index calculated by the sponsor of the index during the appliable stock exchange trading hours may differ, possibly significantly, from potential pre or post market rates of the index and from prices of futures or option contracts linked to the index.

Therefore, if an index is used as an Underlying, no guarantee can be given that the calculation methods used will not be modified or changed in a manner that may (adversely) affect payments to the Warrant Holders.

The sponsor of the index or the person responsible for the composition of the index and the Issuer may become subject to new legislative requirements during the term of the Warrants regarding the publication and use of an index which may make it necessary for the sponsor of the index or the person responsible for the composition of the index to become authorised or registered and for the index to be changed in order to comply with the statutory requirements. In this context, it cannot be excluded that an index may be changed in substance, is no longer updated or can no longer be used, in particular if it is not authorised or registered or its authorisation or registration subsequently ceases to apply (see also the subsection entitled "Risks associated with effects of regulation and Benchmark reform" above). In these cases, it should be noted that it is at the discretion of the Issuer to make adjustments to the Terms and Conditions of the Warrants or, if applicable, to terminate the Warrants by extraordinary termination.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Non-consideration of payments of dividends or other distributions if price indices are used as Underlying

If the Underlying is a price index, it should be noted that, unlike what is the case with performance indices, distributions of dividend on the shares included in the Underlying do not result in an increase of the level of the Underlying. Therefore, investors do not benefit from dividends or other distributions on the shares included in a price index.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Risks relating to payments of dividends and other distributions in the event that performance indices are used as Underlying

If the Underlying is a performance index, it should be noted that, unlike what is the case with price indices, payments of dividends or other distributions in the shares included in the index are taken into

account in determining the level of the index. Accordingly, there is a risk that a limit, barrier or threshold relevant under the Terms and Conditions of the Warrants may be breached solely by taking such payments of Dividend or other distributions into account in determining the rate of the index.

This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Special political risks in connection with indices as Underlying

Indices as underlyings may be subject to special political risks, in particular depending on their geographical focus. In connection with political developments, there is the risk that a certain index in a first step is or cannot be calculated temporarily, for a longer period of time or permanently. In a second step, there is the risk of a temporary or permanent suspension of an index. This may even result in the Issuer being entitled to an extraordinary termination in accordance with the terms and conditions of the Warrants for reasons which do not simultaneously constitute a market disruption. This may result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

d) Risks associated with futures contracts as Underlying

If the Underlying is a futures contract on shares (or other equity securities (e.g. profit participation certificates)), indices, currency exchange rates or depositary receipts, potential investors should take the risks specified in the subsections entitled "Shares (or other equity securities (e.g. profit participation certificates))", "Indices", "Currency exchange rates" and "Depositary Receipts", respectively, duly into account.

"Risks associated with a Roll-Over" and "Special risks associated with futures contracts on metals and commodities" are assessed to be the most important risks in this subcategory.

Risks associated with a Roll-Over

If the Underlying consists of futures contracts and the Terms and Conditions of the Warrants provide for a so-called Roll-Over, the following risks may arise in connection with the Roll-Over:

At a point in time specified in the Terms and Conditions of the Warrants, the Underlying is replaced by another futures contract with a later Expiry Date. Although the replacing futures contract has the same specifications (except for the term) as the Underlying being replaced, price deviations may occur that have an adverse effect on the value of the Warrants and may thus result in a loss on the investor's investment in the Warrants.

If the Calculation Agent determines that a futures contract having the same contract specifications and terms as the Underlying to be replaced does not exist at the time of the Roll-Over, the Issuer has the right either (i) to replace the Underlying by a successor futures contract which, in the opinion of the Calculation Agent, has similar contract specifications and terms as the Underlying and/or to adjust the Terms and Conditions of the Warrants or (ii) to terminate the Warrants by extraordinary termination. In the context of such a change, it cannot be excluded that price losses of the Warrants (up to a total loss of the Invested Capital) may occur, or it may not be possible to realise future price gains of the Warrants due to an early termination.

Risks associated with a Roll-Over may therefore result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

Special risks associated with futures contracts on metals and commodities

Futures contracts on metals and commodities are associated with special risks typical of the Underlying.

An investment in a Warrant with a futures contract on a metal or commodity is subject to similar risks as a direct investment in the commodity(ies) or metal(s) concerned. Most commodities (e.g. oil, gas, wheat, corn) and metals (e.g. gold, silver) are traded on specialised exchanges and directly among market participants "over the counter" (in the OTC market). Investments in commodities and metals – and thus also investment in futures on commodities and metals – are associated with greater risks than investments in bonds, currencies or Shares because prices in this investment category are subject to greater fluctuation (known as volatility) because commodities and metals are sometimes also traded for speculative purposes and this investment category may be less liquid than, for example, shares traded in stock markets.

Commodity and metal prices are influenced by factors including, but not limited to: supply and demand; financial speculation; production bottlenecks; supply shortages; small number of market participants; production in emerging markets (political unrest, economic crises); political risks (war, terror); adverse weather conditions; natural disasters.

A number of companies or countries active in the production of commodities and metals have formed organisations or cartels in order to regulate supply and thus prices. On the other hand, trade in commodities and metals is subject to regulatory provisions or market rules the application of which may also adversely affect the development of prices of the commodities and metals concerned.

Many commodity and metal markets are not particularly liquid and able to react quickly and in a sufficient scope to changes in the supply and demand situation. In the event of low liquidity, speculative investments by a small number of market participants may cause price distortions.

Metals are often produced in emerging markets and in demand from industrial countries. Often, however, the political and economic situation in emerging markets is less stable than in industrial countries. They are more susceptible to the risk associated with swift political changes and economic downturn. Political crises may shake the confidence of investors which, in turn, may affect the prices of commodities. Military or other conflicts may change the supply and demand patterns of certain metals. Moreover, industrial countries may impose embargos on exported or imported metals and services, which may have a direct or indirect impact on the price of the metal.

Special risks associated with futures on metals and commodities may result in the return on Warrants being limited, or in significant losses or, in the extreme case even in a total loss of the Invested Capital.

e) Risks associated with currency exchange rates as Underlying

If the Underlying is a currency exchange rate, the following risks associated specifically with currency exchange rates as Underlying should be observed.

Warrants with a currency exchange rate as Underlying are linked to one or more specified currency(ies). Payments depend on the development of the underlying currency(ies) and may be significantly lower than the amount the Warrant Holder originally invested. An investment in Warrants with a currency exchange rate as Underlying may be subject to similar market risks as a direct investment in the underlying currency(ies) concerned. This applies in particular if the currency concerned is an emerging market currency. Potential investors should therefore be familiar with currencies as an asset class. Further statutory restrictions on free exchange may have an adverse effect on the value of the Warrants.

It should be noted that currency exchange rates as Underlying are traded 24 hours a day across the time zones of Australia, Asia, Europe and America. Potential purchasers of the Warrants should therefore consider that a relevant limit, barrier or threshold pursuant to the Terms and Conditions of the Warrants may be reached, exceeded or fallen below at any time, including outside local trading hours or the trading hours of the Calculation Agent or the Offeror.

Risks associated with currency exchange rates as Underlying may therefore result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

f)   Risks associated with Depositary Receipts as Underlying

If the Underlying is an American Depositary Receipt, Global Depositary Receipt or Ordinary Depositary Receipt (hereinafter referred to as **"Depositary Receipts"**), the following risks associated specifically with Depositary Receipts as Underlying should be observed.

American Depositary Receipts are securities issued in the United States of America by a depositary bank (Depositary) representing one or more shares of stock held in the country of domicile of the issuer of the underlying shares outside the USA.

Global Depositary Receipts are securities representing one or more shares of stock held in the country of domicile of the issuer of the underling shares. Global Depositary Receipts are commonly offered to the public or issued outside the United States of America.

Ordinary Depositary Receipts are securities representing one or more shares of (ordinary) stock held in the country of domicile of the issuer of the underling shares. Ordinary Depositary Receipts are offered to the public or issued in particular in the Netherlands.

Each Depositary Receipt represents one or more shares or a fraction of the warrant of a foreign stock corporation.

In the case of the Depositary Receipts, the legal owner of the underlying shares is the depositary bank which is at the same time the issue agent of the Depositary Receipts. Depending on the jurisdiction under which the Depositary Receipts were issued and on which jurisdiction governs the Custodian Agreement, it cannot be excluded that the holder of the Depositary Receipts will not be recognised under the applicable jurisdiction as the actual beneficial owner of the underlying shares. In particular in the event that the depositary bank (Depositary) becomes insolvent or enforcement actions are taken against it, it is possible that a restriction will be imposed on dispositions over the shares underlying the Depositary Receipts, or that the value of these shares will be realised through enforcement against the depositary bank (Depositary). If this is the case, the holder of the Depositary Receipt loses its rights in the underlying shares as represented by the Depositary Receipt. The Depositary Receipt as Underlying of the Warrants and thus also the Warrants linked to the Depositary Receipt concerned thereby become worthless.

As a result, investors carry a risk of default of both the depositary bank and the issuers of the shares underlying the Depositary Receipts. Investors should therefore also observe the risk factors associated with Shares as Underlying.

Risks associated with Depositary Receipts as Underlying may therefore result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

g)   Risks associated with metals and commodities as Underlying

An investment in a Warrant with a commodity or metal as Underlying is subject to similar risks as a direct investment in the commodity(ies) or metal(s) concerned. Most commodities (e.g. oil, gas, wheat, corn) and metals (e.g. gold, silver) are traded on specialised exchanges and directly among market participants "over the counter" (in the OTC market). Investments in commodities and metals are associated with greater risks than investments in bonds, currencies or shares because prices in this investment category are subject to greater fluctuation (known as volatility) because commodities and metals are sometimes also traded for speculative purposes and this investment category may be less liquid than, for example, shares traded in stock markets.

Commodity and metal prices are influenced by factors including, but not limited to: supply and demand; financial speculation; production bottlenecks; supply shortages; small number of market participants; production in emerging markets (political unrest, economic crises); political risks (war, terror); adverse weather conditions; natural disasters.

It should be noted that metals or commodities used as Underlying are traded 24 hours a day across the time zones of Australia, Asia, Europe and America. Potential purchasers of the Warrants should therefore consider that a relevant limit, barrier or threshold pursuant to the Terms and Conditions of the Warrants may be reached, exceeded or fallen below at any time, including outside local trading hours or the trading hours of the Calculation Agent or the Offeror.

A number of companies or countries active in the production of commodities and metals have formed organisations or cartels in order to regulate supply and thus prices. On the other hand, trade in commodities and metals is subject to regulatory provisions or market rules the application of which may also adversely affect the development of prices of the commodities and metals concerned.

Many commodity and metal markets are not particularly liquid and able to react quickly and in a sufficient scope to changes in the supply and demand situation. In the event of low liquidity, speculative investments by a small number of market participants may cause price distortions.

Metals and commodities are often produced in emerging markets and in demand from industrial countries. Often, however, the political and economic situation in emerging markets is less stable than in industrial countries. They are more susceptible to the risk associated with swift political changes and economic downturn. Political crises may shake the confidence of investors which, in turn, may affect the prices of goods. Military or other conflicts may change the supply and demand patterns of certain metals and commodities. Moreover, industrial countries may impose embargos on exported or imported metals, commodities and services, which may have a direct or indirect impact on the price of the metal being used as Underlying of the Warrants. In particular, the Russian invasion of Ukraine and the ongoing military confrontation as of the date of this Base Prospectus as well as the reaction of the international community have had, are having and could continue to have a significant impact on the prices of metals or commodities (such as oil, gas and agricultural products).

Risks associated with metals and commodities as Underlying may therefore result in the income from the Warrants being limited, or in significant losses or, in the extreme case, even in a total loss of the Invested Capital.

III.   GENERAL INFORMATION ON THE BASE PROSPECTUS

1.   Form of the Base Prospectus and publication

This document constitutes a Base Prospectus for the purposes of Article 2(s) and Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the **"Prospectus Regulation"**). The Prospectus Regulation sets out the content of the Prospectus to be published when Warrants are offered to the public or admitted to trading on a regulated market.

This Base Prospectus will cease to be valid on 24 October 2024. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The Warrants are bearer bonds (*Inhaberschuldverschreibungen*) as defined in Sec. 793 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

Final Terms for the Warrants will be prepared in each case to lay down information that cannot be determined until the respective date of issue of the Warrants under this Base Prospectus.

This Base Prospectus must be read together with

- the registration document of the Issuer dated 7 June 2023 (the "**2023 Registration Document**"), the information in which is incorporated by reference into this Base Prospectus,

- the Supplement No. 1 of 26 July 2023 to the 2023 Registration Document, the information in which is incorporated by reference into this Base Prospectus,

- the Supplement No. 2 of 2 October 2023 to the 2023 Registration Document, the information in which is incorporated by reference into this Base Prospectus,

- the registration document of BNP Paribas S.A. dated 5 December 2022 (the "**BNPP 2022 Registration Document**"), the information in which is incorporated by reference into this Base Prospectus,

- the Supplement No. 1 of 13 April 2023 to the BNPP 2022 Registration Document, the information in which is incorporated by reference into this Base Prospectus,

- the Supplement No. 2 of 15 May 2023 to the BNPP 2022 Registration Document, the information in which is incorporated by reference into this Base Prospectus,

- the Supplement No. 3 of 18 August 2023 to the BNPP 2022 Registration Document, the information in which is incorporated by reference into this Base Prospectus,

- any further supplements to this Base Prospectus, the 2023 Registration Document and the BNPP 2022 Registration Document, respectively,

- all other documents the information in which is incorporated by reference in this Base Prospectus (see section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference" into this Base Prospectus), and

- the respective Final Terms prepared in connection with the Warrants.

This Base Prospectus including any supplements and the respective Final Terms will be kept available in printed form for free distribution to the public. They will be available free of charge from the Issuer

at Senckenberganlage 19, 60325 Frankfurt am Main, Germany or for download from the website https://warrants.bnpparibas.com/baseprospectus.

2. Approval of the Base Prospectus and notification

The Issuer hereby declares that

a)   this Base Prospectus has been approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*) in its capacity as competent authority under Regulation (EU) 2017/1129,

b)   BaFin only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129,

c)   such approval should not be considered an endorsement of the quality of the securities that are the subject of this Base Prospectus, and

d)   investors should make their own assessment as to the suitability of investing in these securities.

The Warrants are intended to be publicly offered to private clients, professional clients and other eligible counterparties as investors in Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland and The Netherlands, as further specified in the applicable Final Terms. In case of a public offer of the Warrants in any of these offer countries, the Base Prospectus will be notified to the competent authority in the respective Member state and/or in the case of Switzerland (i) registered in Switzerland with the reviewing body (*Prüfstelle*) SIX Exchange Regulation Ltd or another reviewing body approved by the Swiss Financial Market Supervisory Authority FINMA as a foreign prospectus that is also deemed to be approved in Switzerland pursuant to Article 54 para. 2 of the Swiss Federal Act on Financial Services ("**Financial Services Act**"; "**FinSA**") for inclusion on the list of approved prospectus pursuant to Article 64 para. 5 FinSA, (ii) deposited with this reviewing body and (iii) published pursuant to Article 64 FinSA.

3. Responsibility statement

The following persons assume responsibility for the information contained in this Base Prospectus in accordance with Article 11(1) Sentence 2 of the Prospectus Regulation:

the Issuer BNP Paribas Emissions- und Handelsgesellschaft mbH (with registered office at Senckenberganlage 19, 60325 Frankfurt am Main, Germany, LEI: 549300TS3U4JKMR1B479 and entered in the commercial register of the Local Court (*Amtsgericht – AG*) of Frankfurt am Main under company registration number HRB 35628), the Guarantor BNP Paribas S.A. (with registered office at 16, boulevard des Italiens in 75009 Paris, France, LEI: R0MUWSFPU8MPRO8K5P83 and registered at the registry court R.C.S. Paris under company registration number 662 042 449) and the offeror BNP Paribas Arbitrage S.N.C. (with registered office at 1 Rue Laffitte in 75009 Paris, France, LEI: 6EWKU0FGVX5QQJHFGT48) (hereinafter referred to as the **"Offeror"**).

The persons responsible for drawing up this Base Prospectus declare that, to the best of their knowledge, the information contained in the Base Prospectus is in accordance with the facts and that the Base Prospectus makes no omission likely to affect its import.

In connection with the issuance, sale and offer of the Warrants, no person is authorised to disseminate any information or make any statements that are not contained in this Base Prospectus. The Issuer, the Guarantor and the Offeror of the Warrants accept no responsibility of any kind for information

from third parties that is not included in this Base Prospectus. Neither this Base Prospectus nor any other information provided in connection with the Warrants should be regarded as a recommendation by the Issuer, the Guarantor or the Offeror to purchase the Warrants. This also applies to any other information about the Warrants.

The information contained in the Base Prospectus relates to the date of the Base Prospectus and may be incorrect and/or incomplete as a result of changes that have occurred subsequently. The Issuer will publish significant new factors, material mistakes or material inaccuracies relating to the information contained in this Base Prospectus in accordance with Article 23(1) and/or 2a of the Prospectus Regulation. Publication will be made in a supplement to this Base Prospectus.

4. **Increase of issue size of Warrants, continuation of initiated public offer of Warrants and admission to trading of already issued Warrants**

    Under this Base Prospectus, the Issuer may

    - issue new Warrants,

    - continue a previous public offer of Warrants already issued under a previous base prospectus

    - increase the issue size of Warrants already issued and/or

    - apply for admission of Warrants to trading on a regulated or other equivalent market.

    For warrants which were first offered to the public and/or admitted to trading on a regulated or other equivalent market on the basis of the Base Prospectus dated 24 October 2022 (the **"Previous Base Prospectus"**), the Terms and Conditions of the Warrants in this Base Prospectus shall be replaced by the Terms and Conditions of the Warrants contained in the Previous Base Prospectus under the following circumstances,

    (i)   the number and thus the issue size of the Warrants issued under the Previous Base Prospectus is increased after the expiry of the validity of the Previous Base Prospectus (increase);

    (ii)   the admission of the Warrants issued under the Previous Base Prospectus to trading on a regulated or other equivalent market is applied for after the expiry of the Previous Base Prospectus (listing); or

    (iii) the public offer of the Warrants issued under the Previous Base Prospectus is continued after the expiry of the validity period of the Previous Base Prospectus (continuation of the public offer).

    For this purpose, the Terms and Conditions of the Warrants contained in the Previous Base Prospectus are incorporated by reference as an integral part into this Base Prospectus in section "XII. TERMS AND CONDITIONS OF THE WARRANTS" of this Base Prospectus (see section "III. GENERAL INFORMATION RELATING TO THE BASE Prospectus, 6. Information Incorporated by Reference" of this Base Prospectus).

    Only for the purposes of the requirements in Article 8(11) of the Prospectus Regulation, the Form of Final Terms contained in the Previous Base Prospectus are incorporated by reference into this Base Prospectus in section "XV. FORM OF FINAL TERMS INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS" (see section "III. GENERAL INFORMATION RELATING TO THE BASE Prospectus, 6. Information Incorporated by Reference" of this Base Prospectus).

5. Third party information

The Issuer confirms that where information in the Base Prospectus has been sourced from third parties, such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from the information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of such information is provided immediately after the information.

In addition, reference is made in the respective Final Terms to third party websites with respect to information relating to the Underlying. These websites may be used as a source of information for the description of the Underlying and as information about the development of the price of the Underlying. The Issuer gives no guarantee of the correctness of the content and completeness of the data presented on these third-party websites.

6. Information incorporated by reference

The information contained in the following documents has been incorporated by reference into this Base Prospectus in accordance with Article 19 of the Prospectus Regulation on the pages indicated opposite each item in the list below and forms part of this Base Prospectus.

a) **Information incorporated by reference regarding the Terms and Conditions of the Warrants and the Form of Final Terms**

The following documents from which information related to the Terms and Conditions of the Warrants and the Form of Final Terms are incorporated by reference herein have been published and filed with the German Federal Financial Supervisory Authority *(Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin")*. The following information is incorporated by reference into this Base Prospectus in accordance with Article 19(1)(a) of the Prospectus Regulation:

Information incorporated by reference:	Pages in the Previous Base Prospectus	Relevant section of the Prospectus:
Terms and Conditions of the Warrants of the Base Prospectus dated 24 October 2022 for the issue of new Warrants and increase of the issue size of previously issued Warrants linked to indices, shares, currency exchange rates, metals, commodities, futures contracts and/or depositary receipts of BNP Paribas Emissions- und Handelsgesellschaft mbH (the "**2022 Base Prospectus**") (the "**2022 Terms and Conditions of the Warrants**")	Pages 91 to 198 of the Base Prospectus dated 24 October 2022	XIII. TERMS AND CONDITIONS OF THE WARRANTS INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS (Page 211)

Form of the Final Terms of the Base Prospectus of the **2022 Base Prospectus.**	Pages 199 to 209 of the Base Prospectus dated 24 October 2022	XV. FORM OF FINAL TERMS INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS (Page 224)

The document above from which information has been incorporated by reference into this Base Prospectus can be inspected on the website https://warrants.bnpparibas.com/baseprospectus.

b) **Information incorporated by reference regarding the Issuer**

The following documents from which information regarding the Issuer has been incorporated by reference herein have been published and filed with BaFin. They form part of this Base Prospectus in accordance with Article 19(1)(a) of the Prospectus Regulation:

The following information from the Registration Document dated 7 June 2023 of BNP Paribas Emissions- und Handelsgesellschaft mbH (the "**2023 Registration Document**"), as supplemented by **Supplement No. 1 of 26 July 2023 to the 2023 Registration Document** and **Supplement No. 2 of 2 October 2023 to the 2023 Registration Document** including any further supplements thereto:

Information incorporated by reference:	Pages in the 2023 Registration Document or in the respective Supplement:	Relevant section of the Prospectus:
1 RISK FACTORS	Pages 3 to 6 of the 2023 Registration Document	II. RISK FACTORS – A. RISK FACTORS RELATING TO THE ISSUER (page 10)
1.1 Risks associated with the business operations of the Issuer	Pages 3 to 4 of the 2023 Registration Document	II. RISK FACTORS – A. RISK FACTORS RELATING TO THE ISSUER (page 10)
1.2 Special risks arising from the relationship between the Issuer and BNP Paribas S.A. as Guarantor	Pages 4 to 6 of the 2023 Registration Document	II. RISK FACTORS – A. RISK FACTORS RELATING TO THE ISSUER (page 10)
4 INFORMATION ABOUT THE ISSUER	Pages 7 to 8 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
4.1 Information about the foundation and development of the Issuer	Page 7 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
4.2 Company's statutory auditors	Page 7 of the 2023 Registration Document Page 4 of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)

Information incorporated by reference:	Pages in the 2023 Registration Document or in the respective Supplement:	Relevant section of the Prospectus:
4.3 Object and purpose of the Company	Page 7 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
4.4 Issuer's borrowing and funding structure	Pages 7 to 8 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
5 BUSINESS OVERVIEW	Page 8 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
6 ORGANISATIONAL STRUCTURE	Page 8 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
7 TREND INFORMATION	Page 9 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
7.1 Material adverse change in the prospects of the Issuer	Page 9 of the 2023 Registration Document Pages 4 to 5 of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
7.2 Significant change in the Group's financial position and profit or loss	Page 9 of the 2023 Registration Document Page 5 of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
7.3 Outlook	Page 9 of the 2023 Registration Document Page 5 of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
9 ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES	Page 9 of the 2023 Registration Document Page 4 of Supplement No. 1 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
10 MATERIAL LEGAL AND ARBITRATION PROCEEDINGS	Page 10 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)

Information incorporated by reference:	Pages in the 2023 Registration Document or in the respective Supplement:	Relevant section of the Prospectus:
11 ADDITIONAL INFORMATION	Page 10 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
12 MATERIAL CONTRACTS	Page 10 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
13 DECLARATIONS OF INTEREST	Pages 10 to 11 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
14 DOCUMENTS AVAILABLE	Page 11 of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
15 FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES,FINANCIAL POSITION AND PROFITS AND LOSSES	Pages 11 *et seqq.* of the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
15.1 Accounting Standards	Page 11 of the 2023 Registration Document Pages 5 to 6 of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
15.2 Significant changes in the Issuer's financial position	Page 11 of the 2023 Registration Document Page 6 of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)
15.3 Historical financial information	Pages 11 *et seqq.* of the 2023 Registration Document Pages 4 to 6 of Supplement No. 1 to the 2023 Registration Document Pages 6 *et seqq.* of Supplement No. 2 to the 2023 Registration Document	V. INFORMATION ABOUT THE ISSUER (page 64)

The documents above from which information has been incorporated by reference into this Base Prospectus can be inspected on the website https://warrants.bnpparibas.com/baseprospectus.

The information not incorporated by reference from the documents above is contained elsewhere in this Base Prospectus or not relevant for investors.

c) **Information incorporated by reference regarding the Guarantor**

The following documents from which information regarding the Guarantor has been incorporated by reference herein have been published. They form part of this Base Prospectus in accordance with Article 19(1)(a) of the Prospectus Regulation. The information regarding the risks from the Registration Document dated 5 December 2022 of BNP Paribas S.A. (the "**BNPP 2022 Registration Document**"), as supplemented by **Supplement No. 1 of 13 April 2023** to the BNPP 2022 Registration Document, **Supplement No. 2 of 15 May 2023** to the BNPP 2022 Registration Document and **Supplement No. 3 of 18 August 2023** to the BNPP 2022 Registration Document, including any further supplements thereto, is incorporated under "II. RISK FACTORS, B. RISK FACTORS RELATING TO THE GUARANTOR" on page 11. The further information from the BNPP 2022 Registration Document and the information from the other documents is incorporated under "VI. INFORMATION ABOUT THE GUARANTOR" on page 66.

Document	Page
Risk factors and description of BNP Paribas S.A.	
Registration Document BNP Paribas S.A.	
BNPP 2022 Registration Document, approved by BaFin	
1 RISK FACTORS	4-22
2 RESPONSIBILITY STATEMENT	22-23
3 IMPORTANT NOTICES	23
4 INFORMATION ABOUT BNPP	
4.1 Introduction	23-24
4.2 Corporate Information	24-25
4.3 Statutory Auditors	25-26
4.4 Credit Rating assigned to BNPP	26-27
4.5 BNPP's borrowing and funding structure and financing of its activities	27-28

Document	Page
4.2 Corporate Information	15
4.3 Statutory Auditors	15
4.4 Credit Rating assigned to BNPP	15-17
7.2 Significant Changes in the Financial Performance of BNPP	17-18
9 LITIGATION, REGULATORY AND SIMILAR MATTERS	18-19
11 DOCUMENTS AVAILABLE	19
12.2 Interim Financial Information	19
12.3 Significant Changes in the Financial Position of BNPP Group	19
Universal Registration Document BNP Paribas S.A. 2022 - AMF	
BNPP 2022 Universal Registration Document (in English), filed with the AMF	
Information about BNPP	
History and development of BNPP	6
A brief description of - BNPP's principal activities stating, - the main categories of products sold and/or services performed.	7-19, 223-226 and 726-732
A brief description of the group and BNPP`s position in it.	4, 287-295, 604-611, 686-687 and 726-731
An indication of any significant new products and/or activities.	7-19, 223-226 and 726-732
A brief description of the principal markets in which BNPP competes.	7-19, 223-226 and 726-732

Trend Information	
Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer's prospects for at least the current financial year.	153-156 (3.5 "Recent events" and 3.6 "Outlook") and 725 (8.4 "Significant changes")
BNPP`s borrowing and funding structure and financing of its activities	
3.7 "Financial structure and 5.8 "Liquidity risk" of the BNPP 2022 Universal Registration Document.	156 (3.7 "Financial structure") and 502 from the Section "Liquidity risk management and supervision" to 519 before the section "5.9 Operational Risk"
Administrative, Management, and Supervisory Bodies	
Names, business addresses and functions in the Issuer of the members of the administrative, management or supervisory bodies, and an indication of the principal activities performed by them outside BNPP where these are significant with respect to that Issuer: (a) members of the administrative, management or supervisory bodies; (b) partners with unlimited liability, in the case of a limited partnership with a share capital.	35-48 and 110
First Amendment to the BNPP 2022 Universal Registration Document (in English), filed with the AMF	

BNPP`s borrowing and funding structure and financing of its activities	16 ("Financial Structure")
Trend Information	84 (4.2 "Significant change")
Financial information	
BNPP 2021 Universal Registration Document (in English), filed with the AMF	
2021 Financial Statements	
Profit and loss account for the year ended 31 December 2021	180
Statement of net income and changes in assets and liabilities recognised directly in equity	181
Balance sheet at 31 December 2021	182
Cash flow statement for the year ended 31 December 2021	183
Statement of changes in shareholders' equity between 1 January 2021 and 31 December 2021	184-185
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	186-290
Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2021	291-296
BNPP 2022 Universal Registration Document (in English), filed with the AMF	
2022 Financial Statements	
Profit and loss account for the year ended 31 December 2022	176
Statement of net income and changes in assets and liabilities recognised directly in equity	177
Balance sheet at 31 December 2022	178
Cash flow statement for the year ended 31 December 2022	179

Statement of changes in shareholders' equity between 1 January 2022 and 31 December 2022	180-181
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	182-296
Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2022	297-302
Second Amendment to the BNPP 2022 Universal Registration Document (in English), filed with the AMF	
Profit and loss account for the first half of 2023	83
Statement of net income and changes in assets and liabilities recognised directly in equity	84
Balance sheet at 30 June 2023	85
Cash flow statement for the first half of 2023	86
Statement of changes in shareholders' equity between 1 January 2022 and 30 June 2023	87-88
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	89-214
Third Amendment to the BNPP 2022 Universal Registration Document (in English), filed with the AMF	
Profit and loss account for the first half of 2023	7
Statement of net income and changes in assets and liabilities recognised directly in equity	8
Balance sheet at 30 June 2023	9
Cash flow statement for the first half of 2023	10
Statement of changes in shareholders' equity between 1 January 2022 and 30 June 2023	11-12
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	13-136
Statutory Auditors' report on the half year consolidated financial information (Period from 1 January 2023 to 30 June 2023)	137-138

The documents above can be accessed either by clicking the appropriate link or on the Issuer's website https://warrants.bnpparibas.com/baseprospectus.

The information not incorporated by reference from the documents above is contained elsewhere in this Base Prospectus or not relevant for investors.

7. **Documents available**

As long as Warrants offered under this Base Prospectus are outstanding and at least for the term of the Issuer's registration document, copies of the following documents are available in printed form free of charge during normal business hours on all workdays (excluding Saturdays and statutory holidays) at the registered office of BNP Paribas Emissions- und Handelsgesellschaft mbH as Issuer (Senckenberganlage 19, 60325 Frankfurt am Main, Germany) and BNP Paribas S.A. Niederlassung Deutschland (German branch), as Paying Agent (Senckenberganlage 19, 60325 Frankfurt am Main, Germany):

For BNP Paribas Emissions- und Handelsgesellschaft mbH as Issuer:

- the Articles of Association (*Gesellschaftsvertrag*) of the Issuer,

- the 2023 Registration Document dated 7 June 2023,

- the Supplement No. 1 of 26 July 2023 to the 2023 Registration Document,

- the Supplement No. 2 of 2 October 2023 to the 2023 Registration Document, and

- this Base Prospectus.

The 2023 Registration Document of the Issuer and any supplements thereto are available for download from the website https://warrants.bnpparibas.com/baseprospectus or for inspection or collection free of charge from the registered office of the Issuer at Senckenberganlage 19, 60325 Frankfurt am Main, Germany.

For BNP Paribas S.A. as Guarantor:

- the Articles of Association of BNPP as Guarantor;

- the Guarantee of BNPP;

- the BNPP 2022 Registration Document;

- the Supplement No. 1 of 13 April 2023 to the BNPP 2022 Registration Document;

- the Supplement No. 2 of 15 May 2023 to the BNPP 2022 Registration Document;

- the Supplement No. 3 of 18 August 2023 to the BNPP 2022 Registration Document;

- the BNPP 2021 Universal Registration Document (in English) – AMF, filed with the AMF;

- the BNPP 2022 Universal Registration Document (in English) – AMF, filed with the AMF;

- the First Amendment to the BNPP 2022 Universal Registration Document (in English), filed with the AMF;

- the Second Amendment to the BNPP 2022 Universal Registration Document (in English), filed with the AMF; and

- the Third Amendment to the BNPP 2022 Universal Registration Document (in English), filed with the AMF.

The Guarantor's Registration Document as well as any updates thereto can be found under https://warrants.bnpparibas.com/baseprospectus and may be inspected and are available free of charge at the Issuer's address at Senckenberganlage 19, 60325 Frankfurt am Main, Germany.

IV. CONSENT TO THE USE OF THE PROSPECTUS

Each financial intermediary is authorised to use this Prospectus for the duration of its validity pursuant to Article 12(1) of the Prospectus Regulation for the purposes of subsequent resale or final placement of the Warrants. The Issuer grants its consent with respect to the subsequent resale or final placement of the Warrants within the offer period set out in the applicable Final Terms and in the offer countries specified in the applicable Final Terms (i.e. the Member State(s) for which use of the Prospectus by the authorised offeror(s) is permitted and Switzerland, in case that an offer to the public in Switzerland is intended) by all financial intermediaries. Subsequent resale or final placement as aforesaid is subject to the condition that the Prospectus is still valid according to Article 12(1) of the Prospectus Regulation or that the offer of the Warrants continues on the basis of a succeeding Prospectus that is approved before the validity of the previous Prospectus ends. The Issuer assumes liability for the content of the Prospectus also with respect to such subsequent resale or final placement of the relevant Warrants.

This Prospectus may be delivered to potential investors only together with all supplements published before the respective date of such delivery. All supplements to the Prospectus will be available for download in electronic format from the Issuer's website (https://warrants.bnpparibas.com/baseprospectus).

In using the Prospectus, each financial intermediary shall ensure that it observes all applicable laws and regulations of the relevant jurisdictions.

Each financial intermediary who makes an offer shall inform investors upon submission of the offer about the terms of the offer in respect of the Warrants.

Any financial intermediary using this Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to the consent.

V. INFORMATION ABOUT THE ISSUER

Information about the Issuer is contained in the Registration Document dated 7 June 2023 of BNP Paribas Emissions- und Handelsgesellschaft mbH (the **"2023 Registration Document"**) as supplemented by Supplement No. 1 of 26 July 2023 to the 2023 Registration Document and Supplement No. 2 of 2 October 2023 to the 2023 Registration Document and any further supplements thereto and incorporated by reference at this place into this Base Prospectus:

Information incorporated by reference:	Page in the 2023 Registration Document:
4 INFORMATION ABOUT THE ISSUER	Pages 7 to 8 of the 2023 Registration Document
4.1 Information about the foundation and development of the Issuer	Page 7 of the 2023 Registration Document
4.2 Company's statutory auditors	Page 7 of the 2023 Registration Document Page 4 of Supplement No. 2 to the 2023 Registration Document
4.3 Object and purpose of the Company	Page 7 of the 2023 Registration Document
4.4 Issuer's borrowing and funding structure	Pages 7 to 8 of the 2023 Registration Document
5 BUSINESS OVERVIEW	Page 8 of the 2023 Registration Document
6 ORGANISATIONAL STRUCTURE	Page 8 of the 2023 Registration Document
7 TREND INFORMATION	Page 9 of the 2023 Registration Document
7.1 Material adverse change in the prospects of the Issuer	Page 9 of the 2023 Registration Document Pages 4 to 5 of Supplement No. 2 to the 2023 Registration Document
7.2 Significant change in the Group's financial position and profit or loss	Page 9 of the 2023 Registration Document Page 5 of Supplement No. 2 to the 2023 Registration Document
7.3 Outlook	Page 9 of the 2023 Registration Document Page 5 of Supplement No. 2 to the 2023 Registration Document
9 ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES	Page 9 of the 2023 Registration Document Page 4 of Supplement No. 1 to the 2023 Registration Document
10 MATERIAL LEGAL AND ARBITRATION PROCEEDINGS	Page 10 of the 2023 Registration Document

Information incorporated by reference:	Page in the 2023 Registration Document:
11 ADDITIONAL INFORMATION	Page 10 of the 2023 Registration Document
12 MATERIAL CONTRACTS	Page 10 of the 2023 Registration Document
13 DECLARATIONS OF INTEREST	Pages 10 to 11 of the 2023 Registration Document
14 DOCUMENTS AVAILABLE	Page 11 of the 2023 Registration Document
15 FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES,FINANCIAL POSITION AND PROFITS AND LOSSES	Pages 11 *et seqq.* of the 2023 Registration Document
15.1 Accounting Standards	Page 11 of the 2023 Registration Document Pages 5 to 6 of Supplement No. 2 to the 2023 Registration Document
15.2 Significant changes in the Issuer's financial position	Page 11 of the 2023 Registration Document Page 6 of Supplement No. 2 to the 2023 Registration Document
15.3 Historical financial information	Pages 11 *et seqq.* of the 2023 Registration Document Pages 4 to 6 of Supplement No. 1 to the 2023 Registration Document Pages 6 *et seqq.* of Supplement No. 2 to the 2023 Registration Document

A list setting out where the information incorporated by reference is included is also provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference" above.

VI.   INFORMATION ABOUT THE GUARANTOR

BNP Paribas S.A. has its registered office at 16, boulevard des Italiens, 75009 Paris, France and is registered at the registry court R.C.S. Paris under company registration number 662 042 449. Its LEI is R0MUWSFPU8MPRO8K5P83.

The description and the financial information of BNP Paribas S.A. as guarantor (hereinafter referred to as the "**Guarantor**" or "**BNPP**", BNPP together with the companies affiliated with it also referred to as the "**BNP Paribas Group**") for the purpose of this Base Prospectus are incorporated by reference at this place into this Base Prospectus.

A list setting out where information incorporated by reference is included is provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference, c) Information incorporated by reference regarding the Guarantor" above.

VII.   DESCRIPTION OF THE GUARANTEE

BNP Paribas S.A. of Paris, France, (hereinafter referred to as the **"Guarantor"** or **"BNPP"**, BNPP together with the companies affiliated with it also referred to as the **"BNP Paribas Group"**) has provided an unconditional and irrevocable guarantee (hereinafter referred to as the **"Guarantee"**) for the due payment of all amounts to be paid under the Terms and Conditions of the Warrants if and as soon as the respective payment would be due under the Terms and Conditions of the Warrants. This Guarantee constitutes a direct, non-subordinated liability of the Guarantor.

This Guarantee covers in respect of the Warrants which are the subject of this Base Prospectus dated 24 October 2023:

(i)   Warrants issued for the first time under this Base Prospectus on the basis of the Terms and Conditions of the Warrants set out on pages 96 *et seqq.* of this Base Prospectus, and

(ii)   Warrants issued under the Base Prospectus dated 24 October 2022 (the "**Previous Base Prospectus**") and/or on the basis of the Terms and Conditions of the Warrants contained therein; and for which

(a)   the number of Warrants issued under the relevant Previous Base Prospectus is increased after the expiry of the relevant Previous Base Prospectus under this Base Prospectus dated 24 October 2023 (increase),

(b)   the admission of Warrants issued under the relevant Previous Base Prospectus to trading on a regulated or other equivalent market is applied for after the expiry of the validity of the Previous Base Prospectus under this Base Prospectus dated 24 October 2023 (listing), or,

(c)   the public offer of the Warrants issued under the relevant Previous Base Prospectus is continued after the expiry of the validity period of the Previous Base Prospectus under this Base Prospectus dated 24 October 2023 (continuation of the public offer)

(the "**Previous Warrants**"). For the purposes of any increase, listing or continuation of the public offer of Previous Warrants, the Terms and Conditions of the Warrants as contained in Section XII. of this Base Prospectus will be replaced by the Terms and Conditions of the Warrants contained in the Previous Base Prospectus; see also section "IX. TERMS AND CONDITIONS OF THE OFFER, 9. Increases, renewed admission to trading of Warrants already issued and continuation of the public offering of Warrants" on page 91 of this Base Prospectus.

The relevant applicable Terms and Conditions of the Previous Warrants do not contain any reference to the Guarantee or BNPP as Guarantor, as the case may be. They are exclusively contractually guaranteed. This is effected by the separate contractual assumption of the unconditional and irrevocable guarantee for the due payment of all amounts payable under the Terms and Conditions of the Warrants to the extent and as soon as the corresponding payment would be due under the Terms and Conditions of the Warrants.

A copy of the Guarantee provided by BNPP is available in printed from free of charge during normal business hours on all workdays (excluding Saturdays and statutory holidays) at the registered office of BNP Paribas Emissions- und Handelsgesellschaft mbH as Issuer (Senckenberganlage 19, 60325 Frankfurt am Main, Germany) and BNP Paribas S.A. Niederlassung Deutschland (German branch), as Paying Agent (Senckenberganlage 19, 60325 Frankfurt am Main, Germany). In addition, the Guarantee is available for download from the website https://warrants.bnpparibas.com/baseprospectus.

Binding English version of the Guarantee

THIS GUARANTEE is made on 18 July 2017 between BNP Paribas S.A. ("**BNPP**" or the "**Guarantor**") and BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main, Germany, ("**EHG**" or the "**Issuer**") in favour of the holders for the time being of the Certificates (as defined below) (each a "**Holder**").

WHEREAS:

(A) EHG has issued and will issue notes, warrants and certificates (together the "**Certificates**") on the basis of several base prospectuses approved in the past or to be approved in the future by the Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – "**BaFin**").

(B) The Guarantor has agreed to guarantee the obligations of the Issuer in respect of the Certificates. For the avoidance of doubt, this Guarantee does not constitute a guarantee upon first demand (*Garantie auf erstes Anfordern*).

(C) Any reference in this Guarantee to any obligation or sums or amounts payable under or in respect of the Certificates by the Issuer shall be construed to refer to (if applicable) in the event of a bail-in of BNPP, such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to liabilities of BNPP following the application of a bail-in of BNPP by any relevant authority (including in a situation where the Guarantee itself is not the subject of such bail-in).

1. Guarantee

Subject as provided below, BNPP unconditionally and irrevocably guarantees in case of

(a) Cash Settled Certificates, by way of an independent payment obligation (*selbständiges Zahlungsversprechen*) to each Holder from time to time by way of continuing guarantee the due and punctual payment of the Cash Settlement Amount; and

(b) Physical Delivery Certificates, by way of an independent obligation (*selbständiges Garantieversprechen*) to each Holder from time to time by way of continuing guarantee the due and punctual delivery of the Physical Delivery Entitlement **provided that** notwithstanding the Issuer's obligation and/or option right to deliver Physical Delivery Entitlement to the Holders of such Physical Delivery Certificates in accordance with the respective Conditions, in any case the Guarantor will have the right to elect not to deliver such Physical Delivery Entitlement and, *in lieu* of such obligation and/or option right, to make cash payment in respect of each such Physical Delivery Certificate of an amount equal to the Guaranteed Cash Settlement Amount

in each case **provided that** the Guaranteed Obligations are due and payable and a payment demand has been made to the Issuer and the Guarantor pursuant to Clause 6.

For the purposes of this Guarantee:

"**Cash Settled Certificates**" mean certificates providing in the applicable Conditions settlement by way of cash payment.

"**Conditions**" mean the relevant final terms and conditions (*Anleihebedingungen*) of the Certificates.

"**Guaranteed Cash Settlement Amount**" means, in respect of Physical Delivery Certificates, an amount determined by the Guarantor acting in good faith and in a commercially reasonable

manner equal to either (i) the Cash Settlement Amount that would have been payable upon redemption of such Physical Delivery Certificates calculated pursuant to the terms of the relevant Conditions, or (ii) the fair market value of such Physical Delivery Entitlement less, the costs of unwinding any underlying related hedging arrangements unless such costs are specified as not being applicable in the Conditions.

"**Guaranteed Obligations**" mean

(a)   in case of Cash Settled Certificates, all amounts due (*fällig*) and payable in cash in the respective cash settlement currency ("**Cash Settlement Amount**"); and/or

(b)   in case of Physical Delivery Certificates, all rights due (*fällig*) to receive physical entitlement and/or delivery of securities of any kind ("**Physical Delivery Entitlement**")

by the Issuer according to, in each case, the relevant Conditions to the Holders of the relevant Certificates.

"**Physical Delivery Certificates**" mean Certificates providing in the applicable Conditions settlement by way of physical delivery.

2. Liability of BNPP and EHG

BNPP as Guarantor hereby acknowledges, absolutely and without right to claim the benefit of any legal circumstances amounting to an exemption from liability or a Guarantor's defence, that it is bound by the obligations specified herein. Accordingly, BNPP acknowledges that it will not be released from its liability, nor will its liability be reduced, at any time, by extension or grace periods regarding payment or performance, any waiver or any consent granted to EHG or to any other person, or by the failure of any execution proceedings brought against EHG or any other person.

Furthermore, BNPP acknowledges that (1) it will not be relieved of its obligations in the event that EHG's obligations become void for reasons relating to EHG's capacity, limitation of powers or lack thereof (including any lack of authority of persons having entered into contracts in the name, or on behalf, of EHG), (2) its obligations under this Guarantee will remain valid and in full effect notwithstanding the dissolution, merger, takeover or reorganisation of EHG, as well as the opening of insolvency proceedings, or any other proceedings similar to receivership or liquidation proceedings, in respect of EHG and (3) it will not avail itself of any subrogation rights in respect of the Holders' rights and that it will take no steps to enforce any rights or demands against EHG, so long as any amounts remain due; or any obligation remains unperformed, under the Certificates.

No Holder will be required to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this Guarantee.

3. BNPP's continuing liability

BNPP's obligations under this Guarantee will remain valid and in full effect until no Guaranteed Obligations remain payable under any Certificates

4. EHG repayment

If a payment received by, or to the order of, any Holder is declared null and void under any rule relating to insolvency proceedings, or any other procedure similar to the receivership or liquidation of EHG, such payment will not reduce BNPP's obligations in respect of any relevant

Guaranteed Obligations and this Guarantee will continue to apply in respect of any relevant Guaranteed Obligations as if such payment or obligation had always been due from EHG.

5. Conditions binding

BNPP declares that (i) it has full knowledge of the provisions of the Conditions, (ii) it will comply with them and (iii) it will be bound by them.

6. Demand on BNPP

Any demand hereunder shall be given in writing specifying the relevant Guaranteed Obligations addressed to BNPP served at its office at **CIB Legal, 3 Rue Taitbout, 75009 Paris, France.** A demand so made shall be deemed to have been duly made two Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

7. Status

This Guarantee is an unsubordinated and unsecured obligation of BNPP and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law.

8. Contract for the benefit of third parties

This Guarantee and all undertakings herein constitute a contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*), i.e. for the benefit of the Holders. They entitle each such Holder to require performance of the obligations undertaken herein directly from BNPP as Guarantor and to enforce such obligations directly against the Guarantor.

EHG which accepted this Guarantee in its capacity as Issuer of the Certificates does not act in a relationship of agency or trust, a fiduciary or any other similar capacity for the Holders.

9. Governing law

This Guarantee, both as to form and content, and the rights arising therefrom, including any non-contractual rights are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.

10. Jurisdiction

The non-exclusive place of jurisdiction (*nicht-ausschließlicher Gerichtsstand*) for any action or other legal proceedings arising out of or in connection with the Guarantee shall be the competent courts in Frankfurt am Main. The place of performance shall be Frankfurt am Main.

VIII.   INFORMATION ABOUT THE WARRANTS TO BE OFFERED

1.   Information about the Warrants

For the purposes of this section "Information about the Warrants to be offered", the term "Underlying" also includes the respective underlying assets and the assets included (in each of them).

a)   General information

If provided for in the applicable Final Terms, the Warrants are issued in the form of bearer bonds (*Inhaberschuldverschreibungen*) as defined in Sec. 793 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) and constitute direct and non-subordinated liabilities of the Issuer in respect of which the Issuer has not provided collateral.

The Warrants may be drawn up in the form of a note (*Urkundenform*) or, in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**"), in the form of electronic securities included in a central register (the "**Central Register Securities**").

In the case the Warrants are drawn up in the form of a note, the Warrants are evidenced by a permanent global bearer note. No Warrant Holder has the right to an individual note.

In case of Warrants issued as electronic securities in accordance with the eWpG, the Central Register Securities shall be issued by registering them electronically in the central register maintained by the registrar and after depositing the relevant terms and conditions for the respective Warrant as a permanent electronic instrument with the registrar. The central register shall be maintained by a registrar acting in the capacity as a central depository for securities (*Wertpapiersammelbank*). The central depository for securities is registered as the bearer of the Warrants (*Inhaber* within the meaning of the eWpG) in the central register (collective safe custody entry - *Sammeleintragung*) and administers the Warrants as trustee for the benefit of the respective Warrant Holders (*Berechtigter* within the meaning of the eWpG). Central Register Securities registered via collective safe custody entry are legally deemed to be collective securities holdings. No Warrant Holder has the right to an individual registration in the central register.

The Warrants shall be transferred as a co-ownership interest in the collective securities holding in accordance with the applicable regulations and statutory provisions of the respective Clearing System.

The Issuer reserves the right to change the form of the Warrants over the course of their term (from a note to an electronic security and vice versa).

If provided for in the applicable Final Terms, the Warrants can also be issued in dematerialised bearer form and cleared through Euroclear France S. A., issued in registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., issued in dematerialised form and cleared through Monte Titoli S.p.A., issued in dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., issued in dematerialised registered form and cleared through Euroclear Sweden AB or issued in uncertificated form and cleared through SIX SIS AG. Warrants can also be issued in uncertificated form registered with a custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**") not being a central securities depository.

This Base Prospectus has been submitted to BaFin in its capacity as competent authority in the Federal Republic of Germany according to Article 31(1) sentence 1 of the Prospectus Regulation in conjunction with Sec. 17 of the German Securities Prospectus Act (*Wertpapierprospektgesetz – "WpPG"*) (as amended) for approval. Following its approval, this Base Prospectus may also be notified to the competent authority in Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland,

France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and The Netherlands. The Base Prospectus may also be (i) registered in Switzerland with the reviewing body (*Prüfstelle*) SIX Exchange Regulation Ltd or another reviewing body approved by the Swiss Financial Market Supervisory Authority FINMA as a foreign prospectus that is also deemed to be approved in Switzerland pursuant to Article 54 para. 2 of the Swiss Federal Act on Financial Services ("**Financial Services Act**"; "**FinSA**") for inclusion on the list of approved prospectus pursuant to Article 64 para. 5 FinSA, (ii) deposited with this reviewing body and (iii) published pursuant to Article 64 FinSA.

The Warrants to be issued under this Base Prospectus are particularly risky investment instruments which combine features of futures transactions with those of leveraged products.

b) **Ranking**

As direct, unsecured and non-subordinated liabilities of the Issuer, the Warrants rank *pari passu* in right of payment with each other and with any other present and future unsecured and non-subordinated liabilities of the Issuer – including in the event of insolvency of the Issuer – to the exclusion of liabilities ranking senior by operation of mandatory law. There is a general risk that the Issuer may not be able to meet its liabilities under the Warrants or any part thereof.

Subject to the Guarantee provided by BNP Paribas S.A. as Guarantor, insolvency of the Issuer may result in a total loss of the Capital Invested in a Warrant of the Issuer.

c) **Rating**

The Warrants described in this Base Prospectus will not be rated.

d) **Reference Price**

The Reference Price of each Warrant is the price on the Valuation Date at which the Warrant is exercised.

e) **General information about the Redemption Amount potentially to be paid under the Warrants**

With respect to the Warrants offered under this Base Prospectus, the Warrant Holder is entitled (pursuant to the Terms and Conditions of the Warrants and in particular subject to extraordinary or, if provided for, ordinary termination of the Warrants) to be paid the Redemption Amount in the Settlement Currency depending on how the Underlying to which they are linked develops. The Redemption Amount may also be lower than the purchase price paid for the Warrant.

The effect known as "leverage effect" is one of the essential characteristics of a Warrant: If the value of the Underlying (or the value of a component included in the Underlying, if applicable) changes, this may cause the value of the Warrant to change proportionally more than the change in value of the Underlying. The leverage effect of the Warrant can work both ways – i.e. not only to the investor's advantage in the case of a favourable development but also to the investor's disadvantage in the case of an unfavourable development of the price of the Underlying the Warrant is linked to. Therefore, it should be considered when purchasing a particular Warrant that the greater its leverage effect, the greater the risk of loss associated with it.

f) **Information specific to each product about the Redemption Amount potentially to be paid under the Warrants**

(i) *Product 1: UNLIMITED TURBO Long/Short Warrants*

(a) UNLIMITED TURBO Long Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to and of the Relevant Strike. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Subject to the occurrence of a Knock-Out Event, the Redemption Amount is equal to the difference between the Reference Price and the Relevant Strike, multiplied by the Ratio expressed as a decimal.

It should be noted in this context that the Relevant Strike constituting the decisive factor in the calculation of the Redemption Amount is adjusted at the intervals specified in the Terms and Conditions of the Warrants and taking into account the Reference Rate and the Financing Spread and, in the event that a futures contract is used as Underlying, taking into account the Roll-Over Adjustment Rate, in the event that a Share is used as Underlying taking into account the relevant payments of Dividend on the Share, and also in the event that a price index is used as Underlying taking into account any payments of Dividend on the shares included in the index or any Dividend Cost Rate for such payments of Dividend.

If on any day during the Observation Period on which there is no Market Disruption (including the day when the Reference Price is determined) the Observation Price reaches or falls below the Relevant Strike, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(b) UNLIMITED TURBO Short Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to and of the Relevant Strike. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Subject to the occurrence of a Knock-Out Event, the Redemption Amount is equal to the difference between the Relevant Strike and the Reference Price, multiplied by the Ratio expressed as a decimal.

It should be noted in this context that the Relevant Strike constituting the decisive factor in the calculation of the Redemption Amount is adjusted at the intervals specified in the Terms and Conditions of the Warrants and taking into account the Reference Rate and the Financing Spread and, in the event that a futures contract is used as Underlying, taking into account the Roll-Over Adjustment Rate, in the event that a Share is used as Underlying taking into account the relevant payments of Dividend on the Share, and also in the event that a price index is used as Underlying, if applicable taking into account any Cost Rate.

If on any day during the Observation Period on which there is no Market Disruption (including the day when the Reference Price is determined) the Observation Price reaches or exceeds the Relevant Strike, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final

Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(ii) Product 2: MINI Future Long/Short Warrants

(a) MINI Future Long Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to and of the Relevant Strike. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Redemption Amount

Subject to the occurrence of a Stop-Loss Event, the Redemption Amount is equal to the difference between the Reference Price and the Relevant Strike, multiplied by the Ratio expressed as a decimal.

It should be noted in this context that the Relevant Strike constituting the decisive factor in the calculation of the Redemption Amount is adjusted at the intervals specified in the Terms and Conditions of the Warrants and taking into account the Reference Rate and the Financing Spread and, in the event that a futures contract is used as Underlying, taking into account the Roll-Over Adjustment Rate, in the event that a Share is used as Underlying taking into account the relevant payments of Dividend on the Share, and also in the event that a price index is used as Underlying taking account any payments of Dividend on the shares included in the index or any Dividend Cost Rate for such payments of Dividend.

Redemption Amount in case of a Stop-Loss Event

If on any day during the Observation Period on which there is no Market Disruption (including the day when the Reference Price is determined) the Observation Price reaches or falls below the Stop-Loss Barrier (a specified price threshold), thereby triggering a Stop-Loss Event, the Warrants shall be deemed automatically exercised and the day on which the Stop-Loss Event occurred, at the latest, however, the day on which the Stop-Loss Reference Level was determined, shall at the same time be deemed the Valuation Date. In this case (irrespective of whether an Exercise Notice has been given and of whether the Warrants tendered for exercise have been delivered), the Redemption Amount shall be equal to the amount calculated as the difference between the Stop-Loss Reference Level and the Relevant Strike, multiplied by the Ratio expressed as a decimal.

Consequently, if a Stop-Loss Event occurs, the payment of the Redemption Amount depends on whether the Stop-Loss Reference Level then determined by the Calculation Agent is higher than the Relevant Strike. If the Stop-Loss Reference Level is equal to or lower than the Relevant Strike, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(b) MINI Future Short Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to and of the Relevant Strike. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Redemption Amount

Subject to the occurrence of a Stop-Loss Event, the Redemption Amount is equal to the difference between the Relevant Strike and the Reference Price, multiplied by the Ratio expressed as a decimal.

It should be noted in this context that the Relevant Strike constituting the decisive factor in the calculation of the Redemption Amount is adjusted at the intervals specified in the Terms and Conditions of the Warrants and taking into account the Reference Rate and the Financing Spread and, in the event that a futures contract is used as Underlying, taking into account the Roll-Over Adjustment Rate, in the event that a Share is used as Underlying taking into account the relevant payments of Dividend on the Share, and also in the event that a price index is used as Underlying, if applicable taking into account any Cost Rate, if specified in the Terms and Conditions of the Warrants.

Redemption Amount in case of a Stop-Loss Event

If on any day during the Observation Period on which there is no Market Disruption (including the day when the Reference Price is determined) the Observation Price reaches or exceeds the Stop-Loss Barrier (a specified price threshold), thereby triggering a Stop-Loss Event, the Warrants shall be deemed automatically exercised and the day on which the Stop-Loss Event occurred, at the latest, however, the day on which the Stop-Loss Reference Level was determined, shall at the same time be deemed the Valuation Date. In this case (irrespective of whether an Exercise Notice has been given and of whether the Warrants tendered for exercise have been delivered), the Redemption Amount shall be equal to the amount calculated as the difference between the Relevant Strike and the Stop-Loss Reference Level, multiplied by the Ratio expressed as a decimal.

Consequently, if a Stop-Loss Event occurs, the payment of the Redemption Amount depends on whether the Stop-Loss Reference Level then determined by the Calculation Agent is lower than the Relevant Strike. If the Stop-Loss Reference Level is equal to or higher than the Relevant Strike, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(iii)   Product 3: Call/Put Warrants

(a)   Call Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount, depending on the development of the price of the Underlying the Warrant is linked to, equal to the amount by which the Reference Price exceeds the Strike, multiplied by the Ratio expressed as a decimal. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

If the amount thus calculated is zero or a negative value, the Redemption Amount will be equal to the amount specified in the Final Terms if a Minimum Amount per Warrant is specified or, if such a Minimum Amount is not specified in the Final Terms, the Redemption Amount will be **zero (0)** and **NO** payment will be made.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(b)   Put Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount, depending on the development of the price of the Underlying the Warrant is linked to, equal to the amount by which the Reference Price falls below the Strike, multiplied by the Ratio expressed as a decimal. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

If the amount thus calculated is zero or a negative value, the Redemption Amount will be equal to the amount specified in the Final Terms if a Minimum Amount per Warrant is specified or, if such a Minimum Amount is not specified in the Final Terms, the Redemption Amount will be **zero (0)** and **NO** payment will be made.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(iv)   Product 4: Discount Call/Put Warrants

(a)   Discount Call Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

The Redemption Amount payable shall be determined as follows:

a)   If the Reference Price is higher than the Maximum Price, the Issuer shall, after the Valuation Date, pay a Redemption Amount per Warrant equal to the difference between the Maximum Price and the Strike, multiplied by the Ratio expressed as a decimal. The Maximum Price is a predetermined value up to which a Warrant Holder participates in upward movements of the price of the Underlying.

b)   If the Reference Price is lower than or equal to the Maximum Price but higher than the Strike, the Issuer shall, after the Valuation Date, pay a Redemption Amount per Warrant equal to the difference between the Reference Price and the Strike, multiplied by the Ratio expressed as a decimal.

c)   If the Reference Price is lower than or equal to the Strike, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(b)   Discount Put Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

The Redemption Amount payable shall be determined as follows:

a)   If the Reference Price is lower than the Minimum Price, the Issuer shall, after the Valuation Date, pay a Redemption Amount per Warrant equal to the difference between the Strike and the Minimum Price, multiplied by the Ratio expressed as a decimal. The Minimum Price is a predetermined value down to which a Warrant Holder participates in downward movements of the price of the Underlying.

b)   If the Reference Price is higher than or equal to the Minimum Price but lower than the Strike, the Issuer shall, after the Valuation Date, pay a Redemption Amount per Warrant equal to the difference between the Strike and the Reference Price, multiplied by the Ratio expressed as a decimal.

c)   If the Reference Price is higher than or equal to the Strike, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

*(v)   **Product 5: Constant Leverage Long/Short Warrants (with unlimited term)***

(a)   Constant Leverage Long Warrants (with unlimited term)

The Constant Leverage Long Warrants (with unlimited term) do not have a fixed Settlement Date and, consequently, do not have a fixed term. Therefore, the Warrant Right of the Warrant Holders as represented by the Warrants must either be terminated by the Issuer by ordinary termination according to the Terms and Conditions of the Warrants with effect from an Ordinary Termination Date or be exercised by the Warrant Holder according to the exercise procedure specified in the Terms and Conditions of the Warrants on a specified Exercise Date in order to assert the Warrant Right.

After ordinary termination of the Warrants by the Issuer with effect from an Ordinary Termination Date, or after exercise by the Warrant Holder on an Exercise Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder the Redemption Amount in the Settlement Currency and depending on the development of the Underlying the Warrant is linked to after the relevant Valuation Date. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Constant Leverage Long Warrants (with unlimited term) reflect the leveraged purchase (known as Long Position) of the Underlying they are linked to by means of the Relevant Cash Value Long. The Relevant Cash Value Long is based on a leverage component which represents the Performance of the Underlying multiplied by the constant Leverage Factor.

Redemption Amount

The Redemption Amount is equal to the Relevant Cash Value Long, i.e. subject to conversion into the Settlement Currency according to the Terms and Conditions of the Warrants, equal to the Cash Value Long, which is determined from the Determination Date onwards, subject to any Cash Value Long Calculation Disruption, on each Cash Value Calculation Date (the **"Cash Value Long$_{(t)}$"**) as at the relevant Exercise Date or the Ordinary Termination Date and accordingly, subject to any Reset Event of the Cash Value Long (as described below), to the Cash Value Long on the immediately preceding Cash Value Calculation Date (the **"Cash Value Long$_{(t-1)}$"**) multiplied by the sum of (i) 1 (in words: one) and (ii) the product of (A) the Leverage Factor and (B) the Performance of the Underlying, the overall result being increased by the (usually mathematically negative) Financing Component on the Cash Value Calculation Date$_{(t)}$. In determining the Performance of the Underlying, amounts stated in the Terms and Conditions of the Warrants, if any, will be taken into account with respect to an Underlying, specifically in the case of price indices, shares and securities representing shares (Depositary Receipts) as Underlying any payments of dividend or, in the case of performance indices, if applicable other costs incurred in connection with the taxation of dividends and, in the case of futures contracts as Underlying, the Roll-Over Costs incurred upon a Roll-over.

The value of the Constant Leverage Long Warrants (with unlimited term) will in each case be adjusted for the Financing Component. The purpose of the Financing Component is to cover the expenses of the Issuer and/or of the Calculation Agent. As will be explained below, the elements of the Financing Component are the Leverage Factor, the Reference Rate, the Interest Margin, the Hedging Cost and the Administration Fee.

The Leverage Factor is the constant Leverage Factor allocated to the Constant Leverage Long Warrant (with unlimited term).

The Reference Rate taking into account the Interest Margin is equal to the financing costs of the Issuer or of the Calculation Agent for the position in the Underlying amplified by the Leverage Factor. For this purpose, the capital employed by the investor will be taken into account in the position to be financed.

The purpose of the Interest Margin can be, *inter alia*, to compensate differences between the interest rates achievable by the Issuer or the Calculation Agent and market interest rates.

The Hedging Costs include the costs of the Issuer or of the Calculation Agent for maintaining the position in the Underlying amplified by the Leverage Factor, the daily transaction costs for maintaining this position and the costs incurring for the purchase of hedging instruments.

The Administration Fee covers the costs of the Issuer and/or of the Calculation Agent for structuring, market making and settlement of the Warrants and also includes the margin of the Calculation Agent.

Given that the Hedging Cost and the Administration Fee and, if applicable, the Interest Margin relate to the position in the Underlying leveraged depending on the Leverage Factor, these costs are the higher the greater the Leverage Factor is.

Overall the Financing Component is, as a rule, mathematically negative. Therefore, the value of the Constant Leverage Long Warrants (with unlimited term) is, as a rule, reduced by the Financing Component.

Explanatory description of the leverage effect

The Leverage Factor defines the lever by which the Constant Leverage Long Warrant (with unlimited term) reflects the daily changes in the Underlying.

The value of a Constant Leverage Long Warrant (with unlimited term) with a Leverage Factor of 4 – before consideration of the (usually mathematically negative) Financing Component – will increase by 20% if the price of the Underlying increases by 5%. Conversely, the value of this Constant Leverage Long Warrant (with unlimited term) – before consideration of the (usually mathematically negative) Financing Component – will decrease by 20% if the price of the Underlying decreases by 5%.

It should be noted, however, that this explanatory description of the leverage is a simplified description. In reality, the daily change in the Underlying is adjusted according to the Terms and Conditions of the Warrants for dividends, other costs incurred in connection with dividends or otherwise or Roll-Over Costs, depending on the type of Underlying. This has not been taken into account in the explanatory description of the leverage effect provided above.

However, due to the inclusion of the Financing Component, the actual performance will be lower.

Reset Event of the Cash Value Long

Another special feature of Constant Leverage Long Warrants (with unlimited term) arises if the Observation Price of the Underlying decreases very sharply between the determination of the relevant Reference Price on two consecutive Cash Value Calculation Dates or during such other period as is specified for this purpose in the Final Terms. If the Reset Threshold specified in the Final Terms for this purpose is reached or fallen short of in such a case, this will result in a Reset Event of the Cash Value Long$_{(t)}$ on the relevant Cash Value Calculation Date$_{(t)}$.

For this purpose, a Reset Price of the Underlying is determined which is then used as the new or adjusted price of the Underlying for the purpose of determining the adjusted Cash Value Long$_{(t)}$. This price forms the basis for the further calculation of the Performance of the Underlying with respect to the relevant Cash Value Calculation Date$_{(t)}$ or such other period as is specified in the Final Terms for this purpose. If the price of the Underlying decreases sharply and steadily, this may result in two or more Reset Events taking place on a Cash Value Calculation Date. However, despite this reset mechanism, the possibility of **Warrant Holders suffering a total loss of their Invested Capital cannot be completely excluded**.

Total loss

If the Redemption Amount is **zero (0)** and the Final Terms do not provide for a Minimum Amount, the Warrant Holder will suffer a **total loss** of its Invested Capital.

(b)   Constant Leverage Short Warrants (with unlimited term)

The Constant Leverage Short Warrants (with unlimited term) do not have a fixed Settlement Date and, consequently, do not have a fixed term. Therefore, the Warrant Right of the Warrant Holders as

represented by the Warrants must either be terminated by the Issuer by ordinary termination according to the Terms and Conditions of the Warrants with effect from an Ordinary Termination Date or be exercised by the Warrant Holder according to the exercise procedure specified in the Terms and Conditions of the Warrants on a specified Exercise Date in order to assert the Warrant Right.

After ordinary termination of the Warrants by the Issuer with effect from an Ordinary Termination Date, or after exercise by the Warrant Holder on an Exercise Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder the Redemption Amount in the Settlement Currency and depending on the development of the Underlying the Warrant is linked to after the relevant Valuation Date. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Constant Leverage Short Warrants (with unlimited term) reflect the leveraged sale (known as Short Position) of the Underlying they are linked to by means of the Relevant Cash Value Short. The Relevant Cash Value Short is based on a leverage component which represents the Performance of the Underlying multiplied by the negative of the constant Leverage Factor.

Redemption Amount

The Redemption Amount is equal to the Relevant Cash Value Short, i.e. subject to conversion into the Settlement Currency according to the Terms and Conditions of the Warrants, equal to the Cash Value Short, which is determined from the Determination Date onwards, subject to any Cash Value Short Calculation Disruption, on each Cash Value Calculation Date (the **"Cash Value Short$_{(t)}$"**) as at the relevant Exercise Date or from the Ordinary Termination Date and accordingly, subject to any Reset Event of the Cash Value Short (as described below), to the Cash Value Short on the immediately preceding Cash Value Calculation Date (the **"Cash Value Short$_{(t-1)}$"**) multiplied by the difference of (i) 1 (in words: one) and (ii) the product of (A) the Leverage Factor and (B) the Performance of the Underlying, the overall result being increased by the (usually mathematically negative) Financing Component on the Cash Value Calculation Date$_{(t)}$. In determining the Performance of the Underlying, amounts stated in the Terms and Conditions of the Warrants, if any, will be taken into account with respect to an Underlying, specifically in the case of price indices, shares and securities representing shares (Depositary Receipts) as Underlying any payments of dividend or, in the case of performance indices, if applicable other costs incurred in connection with dividends and, in the case of futures contracts as Underlying, the Roll-Over Costs incurred upon a Roll-over.

The value of the Constant Leverage Short Warrants (with unlimited term) will in each case be adjusted for the Financing Component. The purpose of the Financing Component is to cover the expenses of the Issuer and/or of the Calculation Agent. As will be explained below, the elements of the Financing Component are the Leverage Factor, the Reference Rate, the Interest Margin, the Hedging Cost and the Administration Fee.

The Leverage Factor is the constant Leverage Factor allocated to the Constant Leverage Short Warrant (with unlimited term).

The Reference Rate taking into account the Interest Margin is equal to the (usually positive) financing result of the Short position in the Underlying amplified by the Leverage Factor. For this purpose, the capital employed by the investor will be taken into account in the financing result.

The purpose of the Interest Margin can be, *inter alia*, to compensate differences between the interest rates achievable by the Issuer or the Calculation Agent and market interest rates.

The Hedging Costs include the costs of the Issuer or of the Calculation Agent for maintaining the position in the Underlying amplified by the Leverage Factor, the daily transaction costs for maintaining this position and the costs incurring for the purchase of hedging instruments.

The Administration Fee covers the costs of the Issuer and/or of the Calculation Agent for structuring, market making and settlement of the Warrants and also includes the margin of the Calculation Agent.

Given that the Hedging Cost and the Administration Fee and, if applicable, the Interest Margin relate to the position in the Underlying leveraged depending on the Leverage Factor, these costs are the higher the greater the Leverage Factor is.

Overall the Financing Component is, as a rule, mathematically negative. Therefore, the value of the Constant Leverage Short Warrants (with unlimited term) is, as a rule, reduced by the Financing Component.

Explanatory description of the leverage effect

The Leverage Factor defines the lever by which the Constant Leverage Short Warrant (with unlimited term) reflects the daily changes in the Underlying.

The value of a Constant Leverage Short Warrant (with unlimited term) with a Leverage Factor of 4 – before consideration of the (usually mathematically negative) Financing Component – will increase by 20% if the price of the Underlying decreases by 5%. Conversely, the value of this Constant Leverage Short Warrant (with unlimited term) – before consideration of the (usually mathematically negative) Financing Component – will decrease by 20% if the price of the Underlying increases by 5%.

It should be noted, however, that this explanatory description of the leverage is a simplified description. In reality, the daily change in the Underlying is adjusted according to the Terms and Conditions of the Warrants for dividends, other costs incurred in connection with dividends or otherwise or Roll-Over Costs, depending on the type of Underlying. This has not been taken into account in the explanatory description of the leverage effect provided above.

However, due to the inclusion of the Financing Component, the actual performance will be lower.

Reset Event of the Cash Value Short

Another special feature of Constant Leverage Short Warrants (with unlimited term) arises if the Observation Price of the Underlying increases very sharply between the determination of the relevant Reference Price on two consecutive Cash Value Calculation Dates or during such other period as is specified for this purpose in the Final Terms. If the Reset Threshold specified in the Final Terms for this purpose is reached or exceeded in such a case, this will result in a Reset Event of the Cash Value Short$_{(t)}$ on the relevant Cash Value Calculation Date$_{(t)}$.

For this purpose, a Reset Price of the Underlying is determined which is then used as the new or adjusted price of the Underlying for the purpose of determining the adjusted Cash Value Short$_{(t)}$. This price forms the basis for the further calculation of the Performance of the Underlying with respect to the relevant Cash Value Calculation Date$_{(t)}$ or such other period as is specified in the Final Terms for this purpose. If the price of the Underlying increases sharply and steadily, this may result in two or more Reset Events taking place on a Cash Value Calculation Date. However, despite this reset mechanism, the possibility of **Warrant Holders suffering a total loss of their Invested Capital cannot be completely excluded**.

Total loss

If the Redemption Amount is **zero (0)** and the Final Terms do not provide for a Minimum Amount, the Warrant Holder will suffer a **total loss** of its Invested Capital.

(vi) **Product 6: TURBO Long/Short Warrants**

(a) TURBO Long Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to, equal to the difference between the Reference Price and the Strike, multiplied by the Ratio expressed as a decimal, provided that the Observation Price does not at any time during the Observation Period reaches or falls below the Knock-Out Barrier specified in the Terms and Conditions of the Warrants. The Knock-Out Barrier is the barrier which is decisive for the occurrence of the Knock-Out Event. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Otherwise or if the difference thus calculated is zero or a negative value, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

(b) TURBO Short Warrants

After the Valuation Date, the Issuer shall have an obligation under the Terms and Conditions of the Warrants to pay the Warrant Holder a Redemption Amount depending on the development of the price of the Underlying the Warrant is linked to, equal to the difference between the Strike and the Reference Price, multiplied by the Ratio expressed as a decimal, provided that the Observation Price does not at any time during the Observation Period reaches or exceeds the Knock-Out Barrier specified in the Terms and Conditions of the Warrants. The Knock-Out Barrier is the barrier which is decisive for the occurrence of the Knock-Out Event. The conversion from another currency into the Settlement Currency will be made according to the provisions of the Terms and Conditions of the Warrants.

Otherwise or if the difference thus calculated is zero or a negative value, the Redemption Amount will be **zero (0)**, unless a Minimum Amount is specified in the Final Terms, and **NO** payment will be made. If a Minimum Amount per Warrant is specified, the Redemption Amount will be equal to the amount specified in the Final Terms.

If the Redemption Amount is **zero (0)**, the Warrant Holder will suffer a **total loss**.

If the Redemption Amount is equal to a Minimum Amount, the Warrant Holder will suffer a loss that may come close to the total purchase price paid for a Warrant including the transaction costs spent.

g) Further information relating to the Warrants

Potential restrictions on the free transferability of the Warrants

The Warrants are freely transferable and not subject to any restrictions in this regard.

Warrant Holders' rights and obligations

The rights and obligations of Warrant Holders are governed only by the Terms and Conditions of the Warrants.

Yield

Since the Warrants do not have a fixed interest rate, it is not possible to predict the yield.

2. Dependence of tax treatment of income (if any) from the Warrants

The tax laws of the investor's Member State and of the Federal Republic of Germany as the Issuer's Member State of incorporation may have an impact on the income received from the Warrants.

3. Information about the Underlying

The Warrants may be linked to the performance of indices, shares (including other equity securities (e.g. profit participation certificates)), currency exchange rates, metals, commodities, futures contracts, and/or depositary receipts.

The Underlying to which the Warrants are linked is shown in the table in the Terms and Conditions of the Warrants (§ 1). However, the provisions of § 3 ("Adjustments of the Terms and Conditions of the Warrants"), which allow the Underlying to be substituted under certain conditions, remain reserved.

If an Index is used as Underlying or basket component, the index will in no circumstances be composed by the Issuer or a legal entity forming part of the BNP Paribas Group.

Information about the Underlying or the components of the relevant Underlying, or information about where further information about them can be found is provided in the Final Terms.

If an index used as Underlying is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, all rules of the index and all information about its performance will be available free of charge for download form the website of the Issuer or the provider of the index; in addition, the applicable Final Terms may include a description of the index. The rules of such indices (including the methodology of the index for the selection and the re-balancing of the Index Components and the description of Market Disruptions and adjustment rules) are based on predetermined and objective criteria.

In the event that a "Benchmark" as defined in the Regulation of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the **"EU Benchmark Regulation"**) is used, the applicable Final Terms clear and prominent information stating whether or not the Benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (**"ESMA"**) pursuant to Article 36 of the EU Benchmark Regulation. To the extent applicable to the relevant Underlying, this information will be included in the applicable Final Terms in the table entitled "Further information" under "Statement pursuant to Article 29(2) of the EU Benchmark Regulation". Transitional provisions in the EU Benchmark Regulation may have the result that the administrator of a particular Benchmark does not appear in the register at the date of the applicable Final Terms. The register or the

registration status of any Benchmark kept as a public record by ESMA and the Issuer does not intend to update the applicable Final Terms to reflect the registration or any change in the registration status of the relevant administrator.

IX. TERMS AND CONDITIONS OF THE OFFER

1. **Conditions, offer statistics, expected timetable and action required for the subscription process**

   The Warrants will be offered by BNP Paribas Arbitrage S.N.C. of Paris, France, during the period specified in the Final Terms to interested investors who may purchase the Warrants via banks and public savings banks (*Sparkassen*) or through other distribution channels.

   The terms and conditions of the offer, the initial issue price, the issuance currency, the securities identification numbers (ISIN etc.), the issue size of the Warrants, the issue date and, if necessary, a description of the manner in which the results of the offer are made public, information about dealers, if applicable the potential subscription process (including information about any minimum and/or maximum amount of subscription) and the process for notification of the amount allotted and indication whether dealing in the Warrants may begin before notification is received in respect of the Warrant or the particular series of Warrants are set out in the applicable Final Terms.

   After the initial issue price, the selling price will be determined by BNP Paribas Arbitrage S.N.C. on an ongoing basis.

   The final Reference Price of each Warrant is the price and/or level of the Underlying determined on the Valuation Date. The Warrants can be exercised by the Security Holders on each Exercise Date, subject to the occurrence of a Stop-Loss Event (if relevant) and/or a Knock-Out Event (if relevant) and subject to a termination of the Warrants by the Issuer.

   The Issuer reserves the right to increase the issue size of the Warrants.

   The applicable laws of the countries where the Warrants are to be offered or sold or the offer documents are to be distributed must be taken into account in connection with the offering and selling of the Warrants or distribution of offer documents for the Warrants.

2. **Issue price; pricing of the Warrants and factors influencing the pricing of the Warrants**

   The issue price or the bid and ask prices for the Warrants are determined by BNP Paribas Arbitrage S.N.C. on the basis of internal pricing models of BNP Paribas Group and taking into account various relevant factors, including the price of the Underlying, futures contracts and/or options contracts linked to the Underlying, the current interest rate, dividends to be expected and other criteria specific to each product.

   In addition, the issue price may include an offering premium to cover the commissions for the Issuer or other incidental costs incurring in connection with the issue and hedging of the relevant Warrants.

   The issue price is specified in the applicable Final Terms and any further prices for the Warrants will be determined by BNP Paribas Arbitrage S.N.C. at its reasonable discretion by reference to the market conditions. The Final Terms also specify the amount of the costs and taxes included in the issue price of the Warrants to the extent known to the Issuer, which shall be charged to investors.

   These prices may include a margin which, if applicable, covers the costs *inter alia* of structuring the product, risk hedging of the Issuer or Offeror and of distribution. In particular, sales commissions are usually paid as well. These costs reduce the income from the Warrants accordingly.

   Therefore, the prices quoted by BNP Paribas Arbitrage S.N.C. may differ from the actuarial value of the Warrants or the price to be expected from an economic standpoint that would have developed at the relevant time in a liquid market in which various market participants acting independently of one

another quote prices. Furthermore, BNP Paribas Arbitrage S.N.C. may change the method based on which it determines the quoted prices at its reasonable discretion at any time, e.g. by changing its pricing models or using other pricing models.

Apart from the issue prices referred to above and/or the selling prices, respectively, the Issuer or Offeror will not charge any other costs to the purchaser upon its purchase of the Warrants. However, banks or public savings banks (*Sparkassen*), the house bank or other distribution channels of the securities concerned or the relevant securities exchange may charge other costs and taxes about which neither the Issuer nor the Offeror can say anything.

Any costs and expenses a Warrant Holder may incur with respect to an indirect purchase of the Warrants (e.g. via direct banks or a securities exchange) are outside the control of the Issuer. The purchaser of the Warrants shall enquire with the parties concerned for the amount of such costs and expenses.

3. **Delivery of the Warrants**

The Warrants are not delivered as securities in definitive form.

The Warrants shall be delivered by the value date or issue date by being deposited with the respective Clearing System. If the Warrants are purchased after the value date/issue date, they shall be delivered according to applicable local market usage.

4. **Paying Agent and Clearing System**

BNP Paribas S.A. Niederlassung Deutschland (German branch), Senckenberganlage 19, 60325 Frankfurt am Main, Germany, is the Principal Paying Agent. For Warrants deposited or cleared through a Clearing System other than the Clearstream Banking AG, Frankfurt, an Additional Paying Agent for the respective Clearing System may be appointed in accordance with Part B, § 8 of the Terms and Conditions of the Warrants (General Conditions).

In case of Warrants deposited with Clearstream Banking AG that are issued in the form of a note (*Urkundenform*), the Warrants are represented by a permanent global bearer note (the **"Global Bearer Note"**). The Global Bearer Note will be deposited with Clearstream Banking AG, Frankfurt. The Warrants are transferable as co-ownership interests. In case of Warrants issued as electronic securities in accordance with the eWpG, the Central Register Securities shall be issued by registering them electronically in the central register maintained by the Registrar (the "**Central Register**") after depositing the relevant terms and conditions of the respective Warrant as a permanent electronic instrument with the Registrar. The Central Register shall be maintained by a Registrar acting in the capacity of a securities clearing and deposit bank. The securities clearing and deposit bank is registered as the bearer of the Warrants (*Inhaber* within the meaning of the eWpG) in the Central Register (collective safe custody entry - *Sammeleintragung*) and administers the Warrants as trustee for the benefit of the respective Warrant Holders (*Berechtigter* within the meaning of the eWpG). Central Register Securities registered via collective safe custody entry are legally deemed to be collective securities holdings. No Warrant Holder has the right to an individual registration in the Central Register.The Warrants shall be transferred as a co-ownership interest in the collective securities holding in accordance with the applicable regulations and statutory provisions of the respective Clearing System. The Issuer reserves the right to change the form of the Warrants over the course of their term (from a note to an electronic security and vice versa).

In case of Warrants cleared through Euroclear France S. A. the Warrants will be issued in dematerialised bearer form (*au porteur*). Title to the Warrants will be evidenced by book entries

(*inscription en compte*) in compliance with Articles L. 211-3 et seq. and R. 211-1 et seq. of the French Monetary and Financial Code (*Code monétaire et financier*).

In case of Warrants cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (**"Euroclear Netherlands"**) the Warrants will be issued in registered form and will be deposited with Euroclear Netherlands. The Warrant Holders shall receive co-ownership participations in or rights with respect to the registered Warrants which are transferable in accordance with the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the rules and regulations of Euroclear Netherlands.

In case of Warrants which shall be cleared through Monte Titoli S.p.A. the Warrants will be issued in dematerialised book-entry form pursuant to the Italian Legislative Decree No. 58 of 24 February 1998, as amended and supplemented from time to time (the "**Italian Financial Services Act**") and the relevant implementing regulations and are registered in the books of Monte Titoli S.p.A. The transfer of the Warrants operates by way of registration on the relevant accounts opened with Monte Titoli S.p.S. by any intermediary adhering, directly or indirectly, to Monte Titoli S.p.A.

In case of Warrants cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (**"IBERCLEAR"**) the Warrants will be registered with IBERCLEAR and will be represented by book entries in accordance with Article 6 of the Spanish Restated Securities Market Act approved by the Royal Decree Law 4/2015, of 23 October (the **"SMA"**). Transfers of the Warrants shall be made in accordance with and governed by the SMA and the rules and procedures of IBERCLEAR.

In case of Warrants cleared through Euroclear Sweden AB the Warrants will be issued in dematerialised form and will only be evidenced by book entries in the register of Euroclear Sweden AB for registration of securities and settlement of securities transactions in accordance with Chapter 4 of the Swedish Financial Instruments Accounts Act (Sw. lag (1998:1479) *om kontoföring av finansiella instrument*) to the effect that there will be no certificated securities. Transfers of Warrants and other registration measures shall be made in accordance with the Swedish Financial Instruments Accounts Act (1998:1479), the regulations, rules and operating procedures applicable to and/or issued by Euroclear Sweden AB.

In case of Warrants cleared through SIX SIS AG the Warrants will be issued in uncertificated form as uncertificated securities (*Wertrechte*) in accordance with Article 973c of the Swiss Code of Obligations. As long as the Warrants are considered to be intermediated securities (*Bucheffekten*), they are transferrable only by entry of the transferred Warrants into a securities account (*Effektenkonto*) of the transferee.

5. **Potential investors**

The Warrants may be offered to private clients, professional clients and other eligible counterparties.

The restrictions described in section "IX. TERMS AND CONDITIONS OF THE OFFER, 8. Selling restrictions" of this Base Prospectus shall be taken into account in this context.

It is also stated and published in the Final Terms in which country the Warrants will be offered and whether the Warrants will be offered on the markets of two or more states at the same time and, if applicable, which tranche is reserved for certain markets. The offer country/countries for a Public Offer of the Warrants may be Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and/or The Netherlands. The Final Terms will also specify in case

that an offer to the public is intended in Switzerland. If a particular tranche is reserved to any of these markets, this will also be stated and published in the Final Terms.

As regards offers in Lithuania, investors should note that the Warrants are not issued by a Lithuanian issuer and there is no trustee appointed for the purposes of the Law on the Protection of Interests of Owners of Bonds issued by Public and Private Companies of the Republic of Lithuania (in Lithuanian – Lietuvos Respublikos akcinių bendrovių ir uždarųjų akcinių bendrovių obligacijų savininkų interesų gynimo įstatymas). As such, there are no entity having rights and obligations established in the above mentioned law, including in relation to protection of the interests of Warrant Holders in Lithuania including in relation to convening any meetings of the Warrant Holders in Lithuania.

6. Placement and underwriting

On or after the respective issue date of the Warrants, the Warrants will be underwritten by BNP Paribas Arbitrage S.N.C., 1 rue Laffitte, 75009 Paris, France (LEI: 6EWKU0FGVX5QQJHFGT48) or by BNP Paribas S.A. (LEI: R0MUWSFPU8MPRO8K5P83), if applicable acting through its London branch (BNP Paribas S.A., London Branch, 10 Harewood Avenue, London NW1 6AA, United Kingdom) or any other branch (as specified in the applicable Final Terms) and offered by BNP Paribas Arbitrage S.N.C.

BNP Paribas S.A. is a financial institution based in France. BNP Paribas Arbitrage S.N.C. is a financial services provider/securities trading company based in France and forming part of the BNP Paribas Group.

7. Non-issue of the Warrants

The Issuer reserves the right to refrain from issuing the Warrants without giving reasons.

8. Selling restrictions

The distribution of this Prospectus may be subject to restrictions in certain countries, as may the offering of the Warrants. The Issuer does not warrant that this Prospectus may be lawfully distributed, or that the Warrants may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction or any applicable exceptions and does not accept any responsibility for ensuring that distribution of the Prospectus or offering the Warrants will be possible in the future.

Apart from publishing and filing the Prospectus in the Federal Republic of Germany, the Issuer has not taken and will not take any action which is intended to permit a public offer of the Warrants or possession of the Warrants or the distribution of offer documents for the Warrants in any jurisdiction where action for that purpose is required.

The only exception from this is the public offer of the Warrants in Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, The Netherlands; the approval of the Prospectus was notified to the *Financial Services and Markets Authority* (FSMA) in Belgium, the *Cyprus Securities and Exchange Commission* (CySEC) in Cyprus, the *Czech National Bank* (CNB) in Czech Republic, the *Finanstilsynet* in Denmark, the *Finantsinspektsioon* (FSA) in Estonia, the *Finanssivalvonta* (FIN-FSA) in Finland, the *Autorité des Marchés Financiers* (AMF) in France, the *Hellenic Capital Market Commission* (HCMC) in Greece, the *Central Bank of Hungary* (*Magyar Nemzeti Bank*) (MNB) in Hungary, the *Central Bank of Ireland* in Ireland, the *Commissione Nazionale per le Società e la Borsa* (CONSOB) in Italy, the *Financial and Capital Market Commission* (Finanšu un Kapitāla Tirgus Komisija - FKTK) in Latvia, the *Bank of Lithuania* (Lietuvos bankas - LB) in Lithuania, the *Commission de Surveillance du Secteur Financier* (CSSF) in Luxembourg, the *Malta*

Financial Services Authority (MFSA) in Malta, the *Finanstilsynet - Financial Supervisory Authority* in Norway, the *Komisja Nadzoru Finansowego* (KNF) in Poland, the *Comissão do Mercado de Valores Mobiliários* (CMVM) in Portugal, the *National Bank of Slovakia* (NBS) in Slovakia, the *Securities Market Agency* (A-TVP) in Slovenia, the *Comisión Nacional del Mercado de Valores* (CNMV) in Spain, *Finansinspektionen* (FI) in Sweden and the *Autoriteit Financiële Markten* (AFM) in the Netherlands in accordance with Article 25 of the Prospectus Regulation, and the approved Prospectus is thus valid for the public offer of the Warrants Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, The Netherlands. Furthermore, in order to offer the Warrants to the public in Switzerland, the Prospectus may be (i) registered in Switzerland with the reviewing body (*Prüfstelle*) SIX Exchange Regulation Ltd or another reviewing body approved by the Swiss Financial Market Supervisory Authority FINMA as a foreign prospectus that is also deemed to be approved in Switzerland pursuant to Article 54 para. 2 of the Swiss Federal Act on Financial Services ("**Financial Services Act**"; "**FinSA**") for inclusion on the list of approved prospectus pursuant to Article 64 para. 5 FinSA, (ii) deposited with this reviewing body and (iii) published pursuant to Article 64 FinSA (see also in section "*Switzerland*" below).

Accordingly, the Warrants may not be offered or sold, directly or indirectly, and neither the Prospectus nor any advertisement or other sales materials may be distributed or published in any jurisdiction except in Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland and The Netherlands unless in compliance with applicable laws and regulations. Persons who are in possession of this Prospectus must inform themselves about and observe any applicable restrictions.

No person is authorised in connection with the issuance and sale of the Warrants to give any information or to make any representations other than those contained in this Prospectus. This Prospectus is not an offer and may not be used for the purposes of an offer or invitation to third parties to make an offer if such an offer or invitation is prohibited by applicable laws or is unlawful for the recipient of the offer or invitation. A special permit allowing for the Warrants to be offered or the Prospectus to be distributed in a jurisdiction where a permit is required has not been obtained, except in Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and The Netherlands.

Public Offer of the Warrants within the European Economic Areas

To ensure compliance with the applicable laws and regulations in the distribution of the Warrants as described above, all purchasers of the Warrants undertake and agree that they will not at any time offer the Warrants to the public in any member state of the European Economic Area (**"EEA"**), unless the respective offer of the Warrants complies with the following provisions. A Public Offer of the Warrants may be made to the public in a member state of the EEA

  (a)   after the day of publication of the Base Prospectus approved by the competent authority of that member state or in any other member state and notified to the competent authority of that member state, provided that

          (i)   the Base Prospectus has been supplemented by the Final Terms providing for an offer subject to the obligation to publish a prospectus (non-exempt offer), in accordance with the Prospectus Regulation,

(ii) the non-exempt offer is only made in the period whose beginning and end are specified in the Base Prospectus or in the Final Terms, and
(iii) the Issuer has consented in writing to their use for the purposes of the non-exempt offer,

(b) at any time to persons who are qualified investors within the meaning of the Prospectus Regulation,

(c) at any time in any member state to fewer than 150 natural persons or legal entities per member state (who are not qualified investors within the meaning of the Prospectus Regulation), or

(d) at any time under any of the other circumstances specified in Article 1(4) of the Prospectus Regulation.

None of the offers falling under lit. (b) to (d) above may require the Issuer or the Offeror to publish a prospectus in accordance with Article 6 of the Prospectus Regulation or a supplement to a Prospectus in accordance with Article 23 of the Prospectus Regulation.

For the purposes of these selling restrictions, the term **"Public Offer of the Warrants"**, when used in relation to Warrants in a member state, means a communication to the public in any form and by any means, presenting sufficient information on the terms of the offer and the Warrants to be offered to enable an investor to decide to purchase or subscribe for those Warrants. The term **"Prospectus Regulation"** means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended.

Belgium

To the extent applicable, the Issuer undertakes to comply with Book VI of the Belgian Code of Economic Law in respect of the Warrants offered to the public in Belgium. For this purpose, an offer of Warrants to the public has the meaning set forth in Article 2(d) of the Prospectus Regulation.

In addition, any offeror of Warrants will be required to represent and agree that it will not offer for sale, sell or market Warrants to any person qualifying as a consumer within the meaning of Article I.1.2 of the Belgian Code of Economic Law, as amended from time to time, unless such offer, sale or marketing is made in compliance with this Code and its implementing regulations.

Switzerland

The Warrants must not be offered in Switzerland and each offeror of Warrants represents and agrees that it has not made and will not make an offer of the Securities to the public in Switzerland, except that the Warrants may be offered and an offeror may make an offer of the Securities to the public in Switzerland

(a) if the relevant Final Terms in respect of any Warrants specify Switzerland as an offer country, in the period beginning and ending on the dates specified in the relevant Final Terms and consent has been granted to its use for the purpose of such offer to the public in accordance with Article 36 para. 4 FinSA and Article 45 Financial Services Ordinance ("**FinSO**"), or

(b) in any circumstances falling within the exemptions listed in Article 36 para. 1 FinSA,

provided that no offer of Warrants referred to in (b) above shall require the Issuer or any offeror to publish a prospectus pursuant to Article 35 FinSA. For the purposes of this provision, the expression "**offer to the public**" refers to the respective definitions in Article 3 lit. g and h FinSA and as further detailed in the FinSO.

United States of America

The Warrants have not been and will not be registered under the United States Securities Act of 1933 as amended (the **"Securities Act"**), nor has or will trading in the Warrants be approved by the United States Commodity Futures Trading Commission (**"CFTC"**) in accordance with the United States Commodity Exchange Act (the **"Commodity Exchange Act"**). The Warrants or interests in them may not be offered, sold, resold, delivered or traded at any time, whether directly or indirectly, in the United States or to or for the account of US Persons. Warrants may not be exercised or repaid by or for the benefit of a US Person or a person in the United States. For the purposes of this provision "United States" means the United States of America (including the States and the District of Columbia), its territories, possessions and other areas subject to its jurisdiction, and "US Person" means (i) any natural person resident in the United States, (ii) any corporation, partnership or other entity created in or under the laws of the United States or any political subdivision thereof or headquartered in the United States, (iii) any estate or trust falling within the federal income tax jurisdiction of the United States regardless of the source of their income, (iv) any trust if a United States court is able to exercise primary supervision over its administration and one or more US trustees have the authority to control all of the substantial decisions of the trust, (v) an employee pension scheme for the employees, officers or principals of a corporation, partnership or other entity within the meaning of (ii), (vi) an entity organised for the purpose of generating principally passive income, 10 percent or more of the interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements from Part 4 of the CFTC's regulations by virtue of its participants being non-US Persons, or (vii) any other "US Person" as such term may be defined in Regulation S under the Securities Act or in regulations adopted under the Commodity Exchange Act.

9. **Increases of issue size, renewed admission to trading of Warrants already issued and continuation of the public offering of Warrants**

With respect to Warrants offered for the first time on the basis of the Previous Base Prospectus, the Terms and Conditions of the Warrants as contained in Section XII. of this Base Prospectus shall be replaced by the Terms and Conditions of the Warrants contained in the Previous Base Prospectus,

(i)   if the number of Warrants issued under the Previous Base Prospectus is increased after the expiration of the Previous Base Prospectus (increase); or

(ii)   if admission of the Warrants issued under the Previous Base Prospectus to trading on a regulated or other equivalent market is applied for after the expiry of the validity of the Previous Base Prospectus (listing), or

(iii)   if the public offer of the Warrants issued under the Previous Base Prospectus is continued after the expiry of the validity period of the Previous Base Prospectus (continuation of the public offer).

For this purpose, the Terms and Conditions of the Warrants contained in the Previous Base Prospectus in the section "XII. TERMS AND CONDITIONS OF THE WARRANTS" are incorporated by reference as an integral part into this Base Prospectus (see section "III. GENERAL INFORMATION ON THE BASE Prospectus, 6. Information Incorporated by Reference").

Furthemore, all Warrants issued under the Previous Base Prospectus and whose public offer is to be continued under this Base Prospectus, are identified by their ISIN in the section "XVI. Continued Offers" on pages 225 *et seq.* of this Base Prospectus.

The Terms and Conditions of the Warrants referred to in section "XVI. Continued Offers" on pages 225 *et seq.* of this Base Prospectus are published on the Issuer's website at https://warrants.bnpparibas.com/warrants and can be accessed by entering the relevant securities identification number.

The Previous Base Prospectus is available on the Issuer's website at https://warrants.bnpparibas.com/baseprospectus under the "Warrants" tab.

X. ADMISSION TO TRADING AND TRADING RULES

The Warrants may be included in the open market of the stock exchange(s) specified in the Final Terms, e.g. in the open market of the Frankfurt Stock Exchange and/or Stuttgart Stock Exchange, or be the object of a request for admission to trading on the regulated market or equivalent markets, e.g. listed on the regulated market of the Frankfurt Stock Exchange, Stuttgart Stock Exchange and/or Luxembourg Stock Exchange, or on the Euro MTF market (Multilateral Trading Facility) of the Luxembourg Stock Exchange, on the Euronext Access Paris, on the Multilateral Trading Facility of securitised derivatives financial instruments organised and managed by Borsa Italiana S.p.A. (the "**SeDeX MTF**") or on the Nordic MTF. There may also be Warrants issued that are not admitted to trading or listed on any regulated market or equivalent market. The Issuer does not have a legal obligation with regard to the inclusion of the Warrants in trading or maintaining such an inclusion in trading throughout the term of the Warrants.

The applicable Final Terms of the Warrants will specify whether and from when (at the earliest) the relevant Warrants are or are to be admitted to trading or listed. If the Warrants are (or are to be) admitted to trading or listed, the relevant stock exchange(s) and/or multilateral trading facilities will be specified. If applicable, the Final Terms will also specify all the regulated or equivalent markets on which, to the knowledge of the Issuer warrants of the same class of securities as those to be offered or admitted to trading are already admitted to trading.

Under normal market conditions, BNP Paribas Arbitrage S.N.C., 1 rue Laffitte, 75009 Paris, France, will regularly quote bid and ask prices for an issue of Warrants. However, it does not have any legal obligation with respect to the amount, making or permanent availability of such prices. In particular, in the case of Constant Leverage Warrants, trading is suspended in the event that a Reset Event pursuant to the Terms and Conditions of the Warrants occurs, with the suspension usually continuing until the Reset Price is determined.

XI. ADDITIONAL INFORMATION

1. Resolutions, authorisations and approvals by virtue of which the Warrants are created

The decision to issue the Warrants is in each case taken by the management of the Issuer.

The issuance of the Guarantee by BNPP does not require authorisation or approval.

2. Publication of information

The Issuer does not intend to publish post-issuance information other than what it is required to publish under the Terms and Conditions of the Warrants, or information that goes beyond clarification of the terms in the relevant Final Terms of this Prospectus. Such mandatory disclosures will be made pursuant to § 9 (Notices) of Part B of the Terms and Conditions of the Warrants (General Conditions). An exception from this is the public notice of the termination of the control and profit transfer agreement between the Issuer and BNP Paribas S.A., which will be published in a official national stock exchange gazette and via the Clearing System.

In the case of MINI Future Warrants and UNLIMITED TURBO Warrants, the respective current Relevant Strike of the Warrant pursuant to § 1 of the Terms and Conditions of the Warrants is also available, subject to technical or other disruptions, under https://warrants.bnpparibas.com/knockouts (by entering the securities identification number of the Warrant).

3. Interest and conflicts of interest of natural persons and legal entities involved in the issue/offer

The Offeror BNP Paribas Arbitrage S.N.C. may enter into transactions relating to the Warrants from time to time, either for its own account or for the account of a customer. BNP Paribas Arbitrage S.N.C.'s interest in such transactions may conflict with the interest it has in its capacity as Offeror.

If, as indicated in the Final Terms, BNP Paribas Arbitrage S.N.C. is a counterparty to hedge transactions relating to obligations of the Issuer under the Warrants (hereinafter referred to as a **"Counterparty"**), this may give rise to conflicts of interest between BNP Paribas Arbitrage S.N.C. and the investors regarding (i) its duties as Calculation Agent in determining the prices of the Warrants and other determinations associated therewith and (ii) its functions as Offeror and Counterparty.

If, as indicated in the Final Terms, BNP Paribas S.A., if applicable acting through its London branch or any other branch (as indicated in the applicable Final Terms), is a counterparty to hedge transactions relating to obligations of the Issuer under the Warrants, this may give rise to conflicts of interest between BNP Paribas S.A. (if applicable, acting through its London branch or any other branch) and the investors regarding (i) its duties as Calculation Agent in determining the prices of the Warrants and other determinations associated therewith and (ii) its functions as Counterparty.

Further conflicts of interest may also result from the fact that BNP Paribas S.A. acts as Paying Agent through its German branch.

In addition, BNP Paribas Arbitrage S.N.C. or BNP Paribas S.A., respectively (if applicable, acting through its London branch or any other branch) may exercise a capacity other than that of Offeror (in the case of BNP Paribas Arbitrage S.N.C.), Paying Agent (if applicable, acting through its German branch), Calculation Agent and Counterparty in relation to the Warrants, e.g. as Paying Agent and Administration Agent and/or, if applicable, Reference Source.

4. **Reasons for the offer and use of proceeds**

The primary aim of the offer is to further the objective of making profit. Unless otherwise stipulated in the Final Terms, the Issuer will use the net proceeds from the issue exclusively to hedge the liabilities it has under the Warrants towards Warrant Holders.

The estimated total costs of the issue/the offer of the Warrants and the estimated net proceeds, as far as they can be quantified, will be published in the Final Terms.

XII.   TERMS AND CONDITIONS OF THE WARRANTS

[In the case of an increase or a continuation of the public offer of Warrants issued under the Base Prospectus dated 24 October 2022 of BNP Paribas Emissions- und Handelsgesellschaft mbH, the relevant 2022 Terms and Conditions of the Warrants which are incorporated by reference into this Base Prospectus are applicable (a list setting out where the information incorporated by reference is included is provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference a) Information incorporated by reference regarding the Terms and Conditions of the Warrants and the Form of Final Terms".]

The Terms and Conditions of the Warrants for Products 1 to 6 set out below should be read in conjunction with "Annex A – Definitions".

The definitions set forth in § 1 of the Product Specific Conditions will be completed in the Final Terms for each product by the appropriate wording provided in "Annex A – Definitions" for each definition or as appropriate for the issuance parameters of the respective product. Some definitions may be included in the Terms and Conditions of the Warrants more than once if necessary.

Part A, Section I (Product Specific Conditions):

1. **Product 1 (UNLIMITED TURBO Long/Short Warrants)**

    [*For Product 1 (**UNLIMITED TURBO Long/Short Warrants**), insert:*

    [*The following provision applies in the case of a Series:*

    The Warrants of a series of Warrants identified by its ISIN (each a **"Series"**) are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")] and differ only with regard to the economic terms of the Warrant Right granted under § 1. The different issuance parameters of each Warrant are set out in the table at the end of § 1 for each issue of Warrants. Therefore, the Terms and Conditions of the Warrants set out below apply *mutatis mutandis* to each Warrant of a Series in accordance with that table.]

    [*The following provision applies in the case of a single ISIN:*

    The Warrants identified by its ISIN are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form

registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")].]

§ 1
Warrant Right, Definitions

(1)   BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main (the "**Issuer**") grants each Warrant Holder (as defined in § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions)) of a[n] [●] [UNLIMITED TURBO Long Warrant] [and/or] [a[n]]] [UNLIMITED TURBO Short Warrant] (each a "**Warrant**" and collectively the "**Warrants**") linked to the underlying (the "**Underlying**") specified in the table at the end of this § 1 the right (the "**Warrant Right**") to claim payment from the Issuer, in accordance with these Terms and Conditions of the Warrants of the Redemption Amount, in [●] [the settlement currency allocated to the Warrant in the table at the end of § 1] (the "**Settlement Currency**"), as specified in para. (2) [and para. (3)] below, pursuant to § 1 of these Terms and Conditions of the Warrants and § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).

[*The following provision applies in the case of an **UNLIMITED TURBO Long Warrant**:*

(2)   Subject to the occurrence of a Knock-Out Event and to the provisions of para. [(3)][(4)], the Redemption Amount (the "**Redemption Amount**") in the case of an **UNLIMITED TURBO Long Warrant** is equal to the difference between the Reference Price and the Relevant Strike, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the "**Relevant Amount**"):

Relevant Amount = (Reference Price – Relevant Strike) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(7)].]

[*The following provision applies if **no Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

[*The following provision applies if **a Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Redemption Amount will be only [●] per Warrant (the "**Minimum Amount**"). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]

[*The following provision applies in the case of an **UNLIMITED TURBO Short Warrant**:*

[(2)][(3)]   Subject to the occurrence of a Knock-Out Event and to the provisions of para. [(3)][(4)], the Redemption Amount (the "**Redemption Amount**") in the case of an **UNLIMITED TURBO Short Warrant** is equal to the difference between the Relevant Strike and the Reference Price, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the "**Relevant Amount**"):

Relevant Amount = (Relevant Strike – Reference Price) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(7)].]

[*The following provision applies if **no Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

[*The following provision applies if a **Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[*The following provision applies if **no Minimum Amount** is paid:*

[(3)][(4)]   If a Knock-Out Event occurs during the Observation Period, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

[*The following provision applies if a **Minimum Amount** is paid:*

[(3)][(4)]   If a Knock-Out Event occurs during the Observation Period, the Warrants will expire and the Redemption Amount will only be equal to the Minimum Amount. If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[(4)][(5)]   The Issuer will pay the Redemption Amount per Warrant to each Warrant Holder at the latest on the Settlement Date.

[(5)][(6)]   For the purposes of these Terms and Conditions of the Warrants, the following terms have the following meanings:

[**"Additional Paying Agent"**: [*insert appropriate wording from Annex A*.]]

"Adjustment Dates ('T')": [*insert appropriate wording from Annex A*.]

[**"Bank Business Day"**: [*insert appropriate wording from Annex A*.]

[**"Bearer"**: [*insert appropriate wording from Annex A*.]]

"Calculation Agent": [*insert appropriate wording from Annex A*.]

[**"Central Register"**: [*insert appropriate wording from Annex A*.]]

[**"Registrar"**: [*insert appropriate wording from Annex A*.]]

"Clearing System": [*insert appropriate wording from Annex A*.]

"Commercial Rounding": [*insert appropriate wording from Annex A*.]

[**"Cost Rate"**: [*insert appropriate wording from Annex A*.]]

[**"Custodian Agreement"**: [*insert appropriate wording from Annex A*.]]

[**"Deposited Final Terms and Conditions of the Warrants"**:[*insert appropriate wording from Annex A*.]]

[**"Dividend"**: [*insert appropriate wording from Annex A.*]]

[**"Dividend Cost Rate"**: [*insert appropriate wording from Annex A.*]]

[**"Exchange Business Day"**: [*insert appropriate wording from Annex A.*]]

"Exercise Date": [*insert appropriate wording from Annex A.*]

[**"Expiry Date"**: [*insert appropriate wording from Annex A.*]]

"Financing Period": [*insert appropriate wording from Annex A.*]

"Financing Spread": [*insert appropriate wording from Annex A.*]

[**"First Notice Day"**: [*insert appropriate wording from Annex A.*]]

[**"Foreign Currency"**: [*insert appropriate wording from Annex A.*]]

[**"Futures Exchange":** [*insert appropriate wording from Annex A.*]]

[**"Index Components"**: [*insert appropriate wording from Annex A.*]]

[**"Index Exchange"**: [*insert appropriate wording from Annex A.*]]

"Initial Strike": [*insert appropriate wording from Annex A.*]

"Knock-Out Event": [*insert appropriate wording from Annex A.*]

[**"Last Trade Day"**: [*insert appropriate wording from Annex A.*]]

"Observation Period": [*insert appropriate wording from Annex A.*]

"Observation Price": [*insert appropriate wording from Annex A.*]

"Ratio ('R')": [*insert appropriate wording from Annex A.*]

"Reference Currency": [*insert appropriate wording from Annex A.*]

"Reference Price": [*insert appropriate wording from Annex A.*]

"Reference Rate ('RR')": [*insert appropriate wording from Annex A.*]

[**"Reference Source":** [*insert appropriate wording from Annex A.*]]

[**"Relevant Futures Contract"**: [*insert appropriate wording from Annex A.*]]

[**"Relevant Option"**: [*insert appropriate wording from Annex A.*]]

"Relevant Strike": [*insert appropriate wording from Annex A.*]

"Relevant Strike$_{(preceding)}$": [*insert appropriate wording from Annex A.*]

[**"Roll-Over"**: [*insert appropriate wording from Annex A.*]]

[**"Roll-Over Adjustment Rate ('ROA')"**: [*insert appropriate wording from Annex A.*]]

[**"Roll-Over Costs"**: [*insert appropriate wording from Annex A.*]]

[**"Roll-Over Date"**: [*insert appropriate wording from Annex A.*]]

[**"Roll-Over Period"**: [*insert appropriate wording from Annex A.*]]

[**"Roll-Over Reference Price"**: [*insert appropriate wording from Annex A.*]]

"Settlement Date": [*insert appropriate wording from Annex A*.]

"Trading Day": [*insert appropriate wording from Annex A*.]

"Underlying": [*insert appropriate wording from Annex A*.]

[**"Underlying Share"**: [*insert appropriate wording from Annex A*.]]

"Valuation Date": [*insert appropriate wording from Annex A*.]

"Website for Notices": [*insert appropriate wording from Annex A*.]

[(6)][(7)]　The following currency conversion provisions apply if the Reference Currency is not the same as the Settlement Currency.

[*The following provision applies in the case of **non-quanto** conversion:*

[The Reference Currency will be converted into the Settlement Currency at the currency exchange rate set on [or in relation to] the Valuation Date by [Bloomberg] [●] for that day and published on [Reuters page] [Refinitiv page] [[Bloomberg page] [BFIX]] [●] [at [●] hrs ([●] local time) (the **"Conversion Time"**)]. If an updated currency exchange rate [for the relevant Conversion Time] is not yet available on the aforementioned screen page [on] [in relation to] the Valuation Date, the conversion will be made on the basis of the last previous displayed exchange rate; however, if this is due to a technical problem that is not just temporary and resolved promptly, the conversion for the purposes of this provision will be made on the basis of the current relevant currency exchange rate displayed on [Reuters page [●]] [Refinitiv page] [●]] [Bloomberg page [bloomberg.com/markets/currencies/fx-fixings] [●]] [webpage [●]].]

[If such an exchange rate is no longer published as aforesaid but on another screen page chosen by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) (the **"Replacement Page"**), the currency exchange rate published on the Replacement Page shall be relevant and applicable for the conversion of the Reference Currency into the Settlement Currency. The Issuer will publish the Replacement Page in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.]

[If the calculation of a currency exchange rate or its publication in the manner described above is permanently discontinued, the [Issuer][Calculation Agent] will [at its reasonable discretion (Sec. 317 *BGB*)][and taking into account common market practice] set another rate to be used as currency exchange rate without undue delay by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).]

[For the conversion of the Reference Currency into the Settlement Currency, the Calculation Agent will [set the currency exchange rate to be used at its reasonable discretion (Sec. 317 *BGB*) and taking into account common market practice] [refer to the exchange rate actually traded on the *International Interbank Spot Market* [at the time of determination of the Reference Price] [as a basis] [refer to the exchange rate [set by [●] and] [published on [●]] [at [●] hours] [at the time of determination of the Reference Price]] [as a basis] and make the conversion on the basis of this currency exchange rate.] [●]]

[*The following provision applies in the case of **quanto** conversion:*

The following [relevant] exchange rate shall be used [in each case] for the conversion of the [relevant] Reference Currency into the Settlement Currency: [[●]/[●].][●]]

Product 1 (UNLIMITED TURBO Long/Short Warrants)

WKN and ISIN of the Warrants/Issue Size*	Underlying*[/***] ([●])	Option Type	Reference Currency* [/ Settlement Currency]	Reference Source*	[Futures Exchange [●]**]	Ratio*	Initial Strike* in [[index points] [points] [percentage points] [***]] [Reference Currency]	Initial Financing Spread*/Financing Spread range and deviation*		[Reference Rate* [/website] [1] with [Reuters page] [Refinitiv page] [●] [and Reference Rate 2 with [Reuters page]] [Refinitiv page] [●]]	[Observation Price*/[Reuters page] [Refinitiv page] [●]]
[●][●]	[●]	[●][●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●][●]	[●][●]

* For the sake of clarification, all information provided is subject to §§ 3 and 4

** [●]

[*** whereby one [index point] [point] [percentage point] corresponds to [one monetary unit of the respective Reference Currency] [●].]

The acronyms used for the various currencies [(except for "GBp", which stands for British pence Sterling, with GBp 100 being equal to one British pound Sterling ("GBP" 1.00)) are the official ISO currency codes. ISO = International Organization for Standardization; currency currently also to be found on the website http://publications.europa.eu/code/en/en-5000700.htm] [●]

§ 2
Exercise of Warrant Rights

(1)   (a)   The Warrants will be deemed automatically exercised and become worthless as soon as a Knock-Out Event occurs. In this case, no payment will be made to Warrant Holders.]

(1)   (a)   The Warrants will be deemed automatically exercised as soon as a Knock-Out Event occurs. In this case, the Redemption Amount will only be equal to the Minimum Amount according to § 1 para. [(3)][(4)].]

(b)   Warrant Rights may only be exercised for at least [●] Warrant[s] or an integral multiple thereof (the **"Minimum Number"**). At the latest by [10:00] [●] hrs [Frankfurt am Main local time][●] two Bank Business Days before the Exercise Date, the Warrant Holder shall:

(i)   submit a[n] [written and] unconditional declaration [in text form] with all necessary information according to para. (1)(c) below (the **"Exercise Notice"**) to the Paying Agent (in accordance with § 8 of Part B of the Terms and Conditions of the Warrants (General Conditions)), such notice to be sent [by fax to number [+49 (0) 69 15205277] [●]] [and/or] [by email to [frankfurt.gct.operations@bnpparibas.com][●]] [●]; and

(ii)   deliver the Warrants to the Issuer via the account [of the Paying Agent] [●] by transferring the Warrants to the account [of the Paying Agent] [●] with the [Clearing System] [Intermediary] [●] (account no. [7259] [●]).

Valid exercise of the Warrant Right by the Warrant Holder is subject to the condition subsequent of a Knock-Out Event occurring on or before the determination of the Reference Price on the Exercise Date: In other words, if a Knock-Out Event occurs after exercise according to this § 2 para. (1)(b), this will result in the exercise subsequently becoming invalid and § 2 para. (1)(a) applying instead.

(c)   The Exercise Notice must include:

(i)   the name and address of the exercising Warrant Holder,

(ii)   the type (WKN or ISIN) and number of the Warrants for which the Warrant Right is being exercised, and

(iii)   the details of a bank account in the Settlement Currency to which the Redemption Amount is to be transferred.

The Exercise Notice is binding and irrevocable. It will take effect when the Exercise Notice has been received and the Warrants have been received by the Paying Agent in due time. If the Warrants to which the Exercise Notice relates are not delivered, or not delivered in time, to the Paying Agent in accordance with para. (1)(b), the Exercise Notice shall be null and void. The Bank Business Day on which the conditions for

exercise referred to above are first met with respect to the Warrant Rights exercised by [10:00] [●] hrs [Frankfurt am Main local time] [●] inclusive shall be deemed the Valuation Date for the purposes of § 1.

If, notwithstanding para. (1)(b), the number of Warrant Rights exercised is not equal to or a multiple of the Minimum Number, the exercise shall be effective only for the next smaller number of Warrants that is divisible by the Minimum Number into integer numbers without remainder. The same shall apply *mutatis mutandis* if the number of Warrants referred to in the Exercise Notice is different from the number of Warrants transferred to the Paying Agent. In both cases, the surplus Warrants shall be transferred back to the Warrant Holder at its risk and expense.

(2)   The Issuer shall have the right to terminate the Warrants in their entirety and not in part, to expire on [●], or at the earliest on [●] (the **"Termination Date"**), by giving notice of ordinary termination. Termination by the Issuer shall be published [●] [at the latest two Bank Business Days] before the Termination Date in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

The Valuation Date shall in this case be the Termination Date, provided that the point in time on the basis of which the Termination Date is determined shall be when the Reference Price concerned is determined (subject to a Knock-Out Event and extraordinary termination pursuant to § 3). The Redemption Amount payable to Warrant Holders in the event of ordinary termination shall then be determined according to the provisions of § 1 para. [(2)][and][(3)] (including the reference to para. [(3)][(4)][(6)][(7)]).

A notice of termination already given shall become ineffective if a Knock-Out Event occurs on or before the relevant Termination Date.]

2. **Product 2 (MINI Future Long/Short Warrants)**

[*For Product 2 (**MINI Future Long/Short Warrants**), insert:*

[*The following provision applies in the case of a Series:*

The Warrants of a series of Warrants identified by its ISIN (each a **"Series"**) are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")] and differ only with regard to the economic terms of the Warrant Right granted under § 1. The different issuance parameters of each Warrant are set out in the table at the end of § 1 for each issue of Warrants. Therefore, the Terms and Conditions of the Warrants set out below apply *mutatis mutandis* to each Warrant of a Series in accordance with that table.]

[*The following provision applies in the case of a single ISIN:*

The Warrants identified by its ISIN are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")].]

§ 1
Warrant Right, Definitions

(1)   BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main (the **"Issuer"**) grants each Warrant Holder (as defined in § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions)) of a[n] [●] [MINI Future Long Warrant] [and/or] [a] [MINI Future Short Warrant] (each a **"Warrant"** and collectively the **"Warrants"**) linked to the underlying (the **"Underlying"**) specified in the table at the end of this § 1 the right (the **"Warrant Right"**) to claim payment from the Issuer, in accordance with these Terms and Conditions of the Warrants of the Redemption Amount, in [●] [the settlement currency allocated to the Warrant in the table at the end of § 1] (the **"Settlement Currency"**), as specified in para. (2) [and para. (4)] below, pursuant to § 1 of these Terms and Conditions of the Warrants and § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).

(2)   Subject to the occurrence of a Stop-Loss Event and to the provisions of para. (3), the Redemption Amount (the **"Redemption Amount"**) in the case of a **MINI Future Long Warrant** is equal to the difference between the Reference Price and the Relevant Strike, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

Relevant Amount = (Reference Price – Relevant Strike) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(8)].]

If the Relevant Amount thus calculated is zero or a negative value, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

If the Relevant Amount thus calculated is zero or a negative value, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]

(3)   If on any day during the Observation Period (including the day when the Reference Price is determined) the Observation Price reaches or falls below the Stop-Loss Barrier, thereby triggering a Stop-Loss Event, the Warrants shall automatically be deemed exercised and the day on which the Stop-Loss Event occurred, at the latest, however, the day on which the Stop-Loss Reference Level was determined, shall at the same time be deemed the Valuation Date. In this case (irrespective of whether or not an Exercise Notice as defined in § 2 has been given), the Redemption Amount shall then be determined exclusively as follows:

Redemption Amount = (Stop-Loss Reference Level – Relevant Strike) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(8)].]

The Redemption Amount may be zero if the Stop-Loss Reference Level is lower than or equal to the Relevant Strike. The Redemption Amount can never be negative; a negative calculated value results in a Redemption Amount of zero. In this case, the Warrants will expire and become worthless, and no payment will be made to Warrant Holders.]

The Redemption Amount may be only equal to the Minimum Amount if the Stop-Loss Reference Level is lower than or equal to the Relevant Strike. If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]

[(2)][(4)] Subject to the occurrence of a Stop-Loss Event and to the provisions of para. [(3)][(5)], the Redemption Amount (the **"Redemption Amount"**) in the case of a **MINI Future Short Warrant** is equal to the difference between the Relevant Strike and the Reference Price, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

Relevant Amount = (Relevant Strike – Reference Price) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(8)].]

If the Relevant Amount thus calculated is zero or a negative value, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

If the Relevant Amount thus calculated is zero or a negative value, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]

[(3)][(5)] If on any day during the Observation Period (including the day when the Reference Price is determined) the Observation Price reaches or exceeds the Stop-Loss Barrier, thereby triggering a Stop-Loss Event, the Warrants shall automatically be deemed exercised and the day on which the Stop-Loss Event occurred, at the latest, however, the day on which the Stop-Loss Reference Level was determined, shall at the same time be deemed the Valuation Date. In this case (irrespective of whether or not an Exercise Notice as defined in § 2 has been given), the Redemption Amount shall then be determined exclusively as follows:

Redemption Amount = (Relevant Strike – Stop-Loss Reference Level) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(8)].]

The Redemption Amount may be zero if the Stop-Loss Reference Level is higher than or equal to the Relevant Strike. The Redemption Amount can never be negative; a negative calculated value results in a Redemption Amount of zero. In this case, the Warrants will expire and become worthless, and no payment will be made to Warrant Holders.]

The Redemption Amount may be only equal to the Minimum Amount if the Stop-Loss Reference Level is higher than or equal to the Relevant Strike. If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[(4)][(6)]   The Issuer will pay the Redemption Amount per Warrant to each Warrant Holder at the latest on the Settlement Date.

[(5)][(7)]   For the purposes of these Terms and Conditions of the Warrants, the following terms have the following meanings:

[“Additional Paying Agent”: [*insert appropriate wording from Annex A*.]**]**

“Adjustment Dates (‘T’)”: [*insert appropriate wording from Annex A*.]

“Bank Business Day”: [*insert appropriate wording from Annex A*.]

[“Bearer”: [*insert appropriate wording from Annex A*.]**]**

“Calculation Agent”: [*insert appropriate wording from Annex A*.]

[“Central Register”: [*insert appropriate wording from Annex A*.]**]**

“Clearing System”: [*insert appropriate wording from Annex A*.]

“Commercial Rounding”: [*insert appropriate wording from Annex A*.]

[“Cost Rate”: [*insert appropriate wording from Annex A*.]**]**

[“Custodian Agreement”: [*insert appropriate wording from Annex A*.]**]**

[“Deposited Final Terms and Conditions of the Warrants”:[*insert appropriate wording from Annex A*.]**]**

[“Dividend”: [*insert appropriate wording from Annex A*.]**]**

[“Dividend Cost Rate”: [*insert appropriate wording from Annex A*.]**]**

[“Exchange Business Day”: [*insert appropriate wording from Annex A*.]**]**

“Exercise Date”: [*insert appropriate wording from Annex A*.]

[“Expiry Date”: [*insert appropriate wording from Annex A*.]**]**

“Financing Period”: [*insert appropriate wording from Annex A*.]

“Financing Spread”: [*insert appropriate wording from Annex A*.]

[“First Notice Day”: [*insert appropriate wording from Annex A*.]**]**

[“Foreign Currency”: [*insert appropriate wording from Annex A*.]**]**

[“Futures Exchange”: [*insert appropriate wording from Annex A*.]**]**

[“Index Components”: [*insert appropriate wording from Annex A*.]**]**

[“Index Exchange”: [*insert appropriate wording from Annex A*.]**]**

“Initial Strike”: [*insert appropriate wording from Annex A*.]

[“Last Trade Day”: [*insert appropriate wording from Annex A*.]**]**

“Observation Period”: [*insert appropriate wording from Annex A*.]

“Observation Price”: [*insert appropriate wording from Annex A*.]

“Ratio (‘R’)”: [*insert appropriate wording from Annex A*.]

"Reference Currency": [*insert appropriate wording from Annex A*.]

"Reference Price": [*insert appropriate wording from Annex A*.]

"Reference Rate ('RR')": [*insert appropriate wording from Annex A*.]

"Reference Source": [*insert appropriate wording from Annex A*.]

["Registrar": [*insert appropriate wording from Annex A*.]]

["Relevant Futures Contract": [*insert appropriate wording from Annex A*.]]

["Relevant Option": [*insert appropriate wording from Annex A*.]]

"Relevant Strike": [*insert appropriate wording from Annex A*.]

"Relevant Strike(preceding)": [*insert appropriate wording from Annex A*.]

["Roll-Over": [*insert appropriate wording from Annex A*.]]

["Roll-Over Adjustment Rate ('ROA')": [*insert appropriate wording from Annex A*.]]

["Roll-Over Costs": [*insert appropriate wording from Annex A*.]]

["Roll-Over Date": [*insert appropriate wording from Annex A*.]]

["Roll-Over Period": [*insert appropriate wording from Annex A*.]]

["Roll-Over Reference Price": [*insert appropriate wording from Annex A*.]]

"Settlement Date": [*insert appropriate wording from Annex A*.]

"Stop-Loss Adjustment Rate": [*insert appropriate wording from Annex A*.]

"Stop-Loss Barrier": [*insert appropriate wording from Annex A*.]

"Stop-Loss Event": [*insert appropriate wording from Annex A*.]

"Stop-Loss Reference Level": [*insert appropriate wording from Annex A*.]

"Trading Day": [*insert appropriate wording from Annex A*.]

"Underlying": [*insert appropriate wording from Annex A*.]

["Underlying Share": [*insert appropriate wording from Annex A*.]]

"Valuation Date": [*insert appropriate wording from Annex A*.]

"Website for Notices": [*insert appropriate wording from Annex A*.]

[(6)][(8)] The following currency conversion provisions apply if the Reference Currency is not the same as the Settlement Currency.

[*The following provision applies in the case of **non-quanto** conversion:*

[The Reference Currency will be converted into the Settlement Currency at the currency exchange rate set on [or in relation to**]** the Valuation Date by **[**Bloomberg**] [●]** for that day and published on **[**Reuters page**] [**Refinitiv page**] [[**Bloomberg page**] [**BFIX**]] [●] [**at **[●]** hrs (**[●]** local time) (the **"Conversion Time")]**. If an updated currency exchange rate [for the relevant Conversion Time**]** is not yet available on the aforementioned screen page **[**on**] [**in relation to**]**

the Valuation Date, the conversion will be made on the basis of the last previous displayed exchange rate; however, if this is due to a technical problem that is not just temporary and resolved promptly, the conversion for the purposes of this provision will be made on the basis of the current relevant currency exchange rate displayed on **[**Reuters page **[●]] [**Refinitiv page**] [●]] [**Bloomberg page [bloomberg.com/markets/currencies/fx-fixings] **[●]] [**webpage **[●]].]**

[If such an exchange rate is no longer published as aforesaid but on another screen page chosen by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) (the **"Replacement Page"**), the currency exchange rate published on the Replacement Page shall be relevant and applicable for the conversion of the Reference Currency into the Settlement Currency. The Issuer will publish the Replacement Page in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.**]**

[If the calculation of a currency exchange rate or its publication in the manner described above is permanently discontinued, the [Issuer][Calculation Agent] will [at its reasonable discretion (Sec. 317 *BGB*)][and taking into account common market practice] set another rate to be used as currency exchange rate without undue delay by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

[For the conversion of the Reference Currency into the Settlement Currency, the Calculation Agent will [set the currency exchange rate to be used at its reasonable discretion (Sec. 317 *BGB*) and taking into account common market practice] [refer to the exchange rate actually traded on the *International Interbank Spot Market* [at the time of determination of the Reference Price] **[**as a basis**] [**refer to the exchange rate [set by [●] and] [published on [●]] [at [●] hours] [at the time of determination of the Reference Price]] **[**as a basis**]** and make the conversion on the basis of this currency exchange rate.**] [●]]**

[Currency conversion in the case of a Stop-Loss Event:

[In order to convert the Reference Currency into the Settlement Currency, the Calculation Agent will refer to the exchange rate actually traded on the *International Interbank Spot Market* as a basis and make the conversion on the basis of this currency exchange rate.**] [●]]**

[●]]

The following **[**relevant**]** exchange rate shall be used **[**in each case**]** for the conversion of the **[**relevant**]** Reference Currency into the Settlement Currency: [[●] / [●].][●]]

Product 2 (MINI Future Long/Short Warrants):

WKN and ISIN of the Warrants/Issue Size*	Underlying* [/***] ([●])	Option Type	Reference Currency* [/ Settlement Currency]	Reference Source*	[Futures Exchange [●]**]	Ratio*	Initial Strike* in [[index points] [points] [percentage points] [***]] [Reference Currency]	Initial Stop-Loss Barrier* in [index points] [Reference Currency]	Stop-Loss Adjustment Rate* in percent	Initial Financing spread*/Financing Spread range and deviation*		[Reference Rate* [/website] [1] with [Reuters page] [Refinitiv page] [●] [and Reference Rate 2 with [Reuters page] [Refinitiv page] [●]]	[Observation Price*/[Reuters page] [Refinitiv page] [●]]
[●][●]	[●]	[●][●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●][●]	[●][●]

* For the sake of clarification, all information provided is subject to §§ 3 and 4

** [●]

[*** whereby one [index point] [point] [percentage point] corresponds to [one monetary unit of the respective Reference Currency] [●].]

The acronyms used for the various currencies [(except for "GBp", which stands for British pence Sterling, with GBp 100 being equal to one British pound Sterling ("GBP" 1.00)) are the official ISO currency codes. ISO = International Organization for Standardization; currency currently also to be found on the website http://publications.europa.eu/code/en/en-5000700.htm] [●]

§ 2
Exercise of Warrant Rights

(1)   The Warrants will be deemed automatically exercised as soon as a Stop-Loss Event occurs.

(2)   (a)   Warrant Rights may only be exercised for at least [●] Warrant[s] or an integral multiple thereof (the **"Minimum Number"**). At the latest by [10:00] [●] hrs [Frankfurt am Main local time][●] two Bank Business Days before the Exercise Date, the Warrant Holder shall:

(i)   submit a[n] [written and] unconditional declaration [in text form] with all necessary information according to para. (2)(b) below (the **"Exercise Notice"**) to the Paying Agent (in accordance with § 8 of Part B of the Terms and Conditions of the Warrants (General Conditions)), such notice to be sent [by fax to number [+49 (0) 69 15205277] [●]] [and/or] [by email to [frankfurt.gct.operations@bnpparibas.com][●]] [●]; and

(ii)   deliver the Warrants to the Issuer via the account [of the Paying Agent] [●] by transferring the Warrants to the account [of the Paying Agent] [●] with the [Clearing System] [Intermediary] [●] (account no. [7259] [●]).

Valid exercise of the Warrant Right by the Warrant Holder is subject to the condition subsequent of a Stop-Loss Event occurring on or before the determination of the Reference Price on the Exercise Date: In other words, if a Stop-Loss Event occurs after exercise according to this § 2 para. (2), this will result in the exercise subsequently becoming invalid and § 2 para. (1) applying instead.

(b)   The Exercise Notice must include:

(i)   the name and address of the exercising Warrant Holder,

(ii)   the type (WKN or ISIN) and number of the Warrants for which the Warrant Right is being exercised, and

(iii)   the details of a bank account in the Settlement Currency to which the Redemption Amount is to be transferred.

The Exercise Notice is binding and irrevocable. It will take effect when the Exercise Notice has been received and the Warrants have been received by the Paying Agent in due time. If the Warrants to which the Exercise Notice relates are not delivered, or not delivered in time, to the Paying Agent in accordance with para. (2)(a), the Exercise Notice shall be null and void. The Bank Business Day on which the conditions for exercise referred to above are first met with respect to the Warrant Rights exercised by [10:00] [●] hrs [Frankfurt am Main local time] [●] inclusive shall be deemed the Valuation Date for the purposes of § 1.

If, notwithstanding para. (2)(a), the number of Warrant Rights exercised is not equal to or a multiple of the Minimum Number, the exercise shall be effective only for the next smaller number of Warrants that is divisible by the Minimum Number into integer numbers without remainder. The same shall apply *mutatis mutandis* if the number of Warrants referred to in the Exercise Notice is different from the number of Warrants transferred to the Paying Agent. In both cases, the surplus Warrants shall be transferred back to the Warrant Holder at its risk and expense.

(3)   The Issuer shall have the right to terminate the Warrants in their entirety and not in part, to expire on [●], or at the earliest on [●] (the **"Termination Date"**), by giving notice of ordinary termination. Termination by the Issuer shall be published [●] [at the latest two Bank Business Days] before the Termination Date in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

The Valuation Date shall in this case be the Termination Date, provided that the point in time on the basis of which the Termination Date is determined shall be when the Reference Price concerned is determined (subject to a Stop-Loss Event and extraordinary termination pursuant to § 3). The Redemption Amount payable to Warrant Holders in the event of ordinary termination shall then be determined according to the provisions of § 1 para. [(2)][and][(4)] (including the reference to para. [(3)][(5)][(7)]).

A notice of termination already given shall become ineffective if a Stop-Loss Event occurs on or before the relevant Termination Date.]

3. **Product 3 (Call/Put Warrants)**

The Warrants of a series of Warrants identified by its ISIN (each a **"Series"**) are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")] and differ only with regard to the economic terms of the Warrant Right granted under § 1. The different issuance parameters of each Warrant are set out in the table at the end of § 1 for each issue of Warrants. Therefore, the Terms and Conditions of the Warrants set out below apply *mutatis mutandis* to each Warrant of a Series in accordance with that table.]

The Warrants identified by its ISIN are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")].]

§ 1
Warrant Right, Definitions

(1) BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main (the **"Issuer"**) grants each Warrant Holder (as defined in § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions)) of a [●] [Call Warrant] [and/or] [a] [Put Warrant] (each a **"Warrant"** and collectively the **"Warrants"**) linked to the underlying (the **"Underlying"**) specified in the table at the end of this § 1 the right (the **"Warrant Right"**) to claim payment from the Issuer, in accordance with these Terms and Conditions of the Warrants of the Redemption Amount, in [●] [the settlement currency allocated to the Warrant in the table at the end of § 1] (the **"Settlement Currency"**), as specified in para. (2) [and para. (3)] below, pursuant to § 1 of these Terms and Conditions of the Warrants and § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).]

(2) The Redemption Amount (the **"Redemption Amount"**) in the case of a **Call** Warrant is equal to the difference by which the Reference Price **exceeds** the Strike, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

Relevant Amount = (Reference Price – Strike) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(5)][(6)].

[*The following provision applies if **no Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

[*The following provision applies if **a Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[*The following provision applies in the case of a **Put** Warrant:*

[(2)][(3)] The Redemption Amount (the **"Redemption Amount"**) in the case of a **Put** Warrant is equal to the difference by which the Reference Price **falls below** the Strike, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

Relevant Amount = (Strike – Reference Price) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(5)][(6)].

[*The following provision applies if **no Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

[*The following provision applies if **a Minimum Amount** is paid:*

If the Relevant Amount thus calculated is zero or a negative value, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[(3)][(4)] The Issuer will pay the Redemption Amount per Warrant to each Warrant Holder at the latest on the Settlement Date.

[(4)][(5)] For the purposes of these Terms and Conditions of the Warrants, the following terms have the following meanings:

[**"Additional Paying Agent"**: [*insert appropriate wording from Annex A*.]]

"Bank Business Day": [*insert appropriate wording from Annex A*.]

[**"Bearer"**: [*insert appropriate wording from Annex A*.]]

"Calculation Agent": [*insert appropriate wording from Annex A*.]

[**"Central Register"**: [*insert appropriate wording from Annex A*.]]

"Clearing System": [*insert appropriate wording from Annex A*.]

"Commercial Rounding": [*insert appropriate wording from Annex A*.]

[“Custodian Agreement”: [*insert appropriate wording from Annex A.*]]

[“Deposited Final Terms and Conditions of the Warrants”:[*insert appropriate wording from Annex A.*]]

[“EDSP”: [*insert appropriate wording from Annex A.*]]

[“Expiry Date”: [*insert appropriate wording from Annex A.*]]

[“Final Cash Settlement Price”: [*insert appropriate wording from Annex A.*]]

[“Final Settlement Price”: [*insert appropriate wording from Annex A.*]]

[“Foreign Currency”: [*insert appropriate wording from Annex A.*]]

[“Futures Exchange”: [*insert appropriate wording from Annex A.*]]

[“Index Components”: [*insert appropriate wording from Annex A.*]]

[“Index Exchange”: [*insert appropriate wording from Annex A.*]]

“Ratio (‘R’)”: [*insert appropriate wording from Annex A.*]

“Reference Currency”: [*insert appropriate wording from Annex A.*]

“Reference Price”: [*insert appropriate wording from Annex A.*]

[“Reference Source”: [*insert appropriate wording from Annex A.*]]

[“Registrar”: [*insert appropriate wording from Annex A.*]]

[“Relevant Futures Contract”: [*insert appropriate wording from Annex A.*]]

[“Relevant Option”: [*insert appropriate wording from Annex A.*]]

“Settlement Date”: [*insert appropriate wording from Annex A.*]

“Strike”: [*insert appropriate wording from Annex A.*]

“Trading Day”: [*insert appropriate wording from Annex A.*]

“Underlying”: [*insert appropriate wording from Annex A.*]

[“Underlying Share”: [*insert appropriate wording from Annex A.*]]

“Valuation Date”: [*insert appropriate wording from Annex A.*]

“Website for Notices”: [*insert appropriate wording from Annex A.*]

[(5)][(6)]   The following currency conversion provisions apply if the Reference Currency is not the same as the Settlement Currency.

[*The following provision applies in the case of **non-quanto** conversion:*

[The Reference Currency will be converted into the Settlement Currency at the currency exchange rate set on **[**or in relation to**]** the Valuation Date by **[**Bloomberg**] [●]** for that day and published on **[**Reuters page**] [**Refinitiv page**] [[**Bloomberg page**] [**BFIX**]] [●] [**at **[●]** hrs (**[●]** local time) (the **“Conversion Time”**)**]**. If an updated currency exchange rate **[**for the relevant Conversion Time**]** is not yet available on the aforementioned screen page **[**on**] [**in relation to**]** the Valuation Date, the conversion will be made on the basis of the last previous displayed exchange

rate; however, if this is due to a technical problem that is not just temporary and resolved promptly, the conversion for the purposes of this provision will be made on the basis of the current relevant currency exchange rate displayed on **[**Reuters page **[●]] [**Refinitiv page**] [●]] [**Bloomberg page [bloomberg.com/markets/currencies/fx-fixings] **[●]] [**webpage **[●]].]**

[If such an exchange rate is no longer published as aforesaid but on another screen page chosen by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) (the **"Replacement Page"**), the currency exchange rate published on the Replacement Page shall be relevant and applicable for the conversion of the Reference Currency into the Settlement Currency. The Issuer will publish the Replacement Page in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.**]**

[If the calculation of a currency exchange rate or its publication in the manner described above is permanently discontinued, the [Issuer][Calculation Agent] will [at its reasonable discretion (Sec. 317 *BGB*)][and taking into account common market practice] set another rate to be used as currency exchange rate without undue delay by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

[For the conversion of the Reference Currency into the Settlement Currency, the Calculation Agent will **[**set the currency exchange rate to be used at its reasonable discretion (Sec. 317 *BGB*) and taking into account common market practice**] [**refer to the exchange rate actually traded on the *International Interbank Spot Market* **[**at the time of determination of the Reference Price**] [**as a basis**] [**refer to the exchange rate **[**set by **[●]** and**] [**published on **[●]] [**at **[●]** hours**] [**at the time of determination of the Reference Price**]] [**as a basis**]** and make the conversion on the basis of this currency exchange rate.**] [●]]**

The following **[**relevant**]** exchange rate shall be used **[**in each case**]** for the conversion of the **[**relevant**]** Reference Currency into the Settlement Currency: [[●]/[●].][●]]

Product 3 (Call/Put Warrants):

WKN and ISIN of the Warrants/Issue Size* ([●])	Underlying*[/***] ([●])	Option Type	Reference Currency* [/ Settlement Currency]	Reference Source*	[Futures Exchange [●]**]	Ratio*	Strike* in [[index points] [points] [percentage points] [***]] [Reference Currency]	[Valuation Date*/[Settlement Date*]]	[Exercise Period* start/end (last day of Exercise Period)]
[●][●]	[●]	[●][●]	[●]	[●]	[●]	[●]	[●]	[●][●]	[●][●]

* For the sake of clarification, all information provided is subject to §§ 3 and 4

** [●]

[*** whereby one [index point] [point] [percentage point] corresponds to [one monetary unit of the respective Reference Currency] [●].]

The acronyms used for the various currencies [(except for "GBp", which stands for British pence Sterling, with GBp 100 being equal to one British pound Sterling ("GBP" 1.00)) are the official ISO currency codes. ISO = International Organization for Standardization; currency currently also to be found on the website http://publications.europa.eu/code/en/en-5000700.htm] [●]

§ 2
Exercise of Warrant Rights

[*The following provision applies in the case of* **"European exercise style"**:

Subject to any other provisions of these Terms and Conditions of the Warrants, the Warrant Rights shall be deemed exercised in accordance with the provisions of § 1 on the Valuation Date without any further conditions having to be met and shall lapse upon payment of the Redemption Amount (if the Redemption Amount is positive; otherwise they shall lapse without replacement and become worthless at the end of the day concerned).]

[*The following provision applies in the case of* **"American exercise style"**:

(1)   Warrant Rights may only be exercised for at least [●] Warrant[s] or an integral multiple thereof (the **"Minimum Number"**). Before the end of the exercise period allocated to the Warrant in the table at the end of § 1 (the **"Exercise Period"**), the Warrant Holder must

   (a)   submit a**[n]** **[**written and**]** unconditional declaration **[**in text form**]** with all necessary information according to para. (2) below (the **"Exercise Notice"**) to the Paying Agent (in accordance with § 8 of Part B of the Terms and Conditions of the Warrants (General Conditions)), such notice to be sent **[**by fax to number **[**+49 (0) 69 15205277**]** **[●]] [**and/or**]** **[**by email to **[**frankfurt.gct.operations@bnpparibas.com**][●]] [●]**; and

   (b)   deliver the Warrants to the Issuer via the account **[**of the Paying Agent**]** **[●]** by transferring the Warrants to the account **[**of the Paying Agent**]** **[●]** with the **[**Clearing System**]** **[**Intermediary**]** **[●]** (account no. **[**7259**]** **[●]**).

   Subject to a Market Disruption as defined in § 4, Warrant Rights which have not been exercised by the last day of the Exercise Period shall be deemed exercised on that day without any further conditions having to be met or, if that day is not a Trading Day, on the following Trading Day, provided that the Redemption Amount is positive; otherwise they shall expire without replacement and become worthless at the end of that day.

(2)   The Exercise Notice must include:

   (a)   the name and address of the exercising Warrant Holder,

   (b)   the type (WKN or ISIN) and number of the Warrants for which the Warrant Right is being exercised, and

   (c)   the details of a bank account in the Settlement Currency to which the Redemption Amount is to be transferred.

   The Exercise Notice is binding and irrevocable. It will take effect if the Exercise Notice has been received before the end of the Exercise Period and the Warrants have been received by the Paying Agent in due time. If the Warrants to which the Exercise Notice relates are not delivered, or not delivered in time, to the Paying Agent in accordance with para. (1)(b), the Exercise Notice shall be null and void.

   The Bank Business Day during the Exercise Period on which the conditions for exercise referred to above are first met with respect to the Warrant Rights exercised by [10:00] [●] hrs ([Frankfurt am Main local time] [●]) inclusive shall be deemed the Valuation Date for the purposes of § 1. [[If the Reference Price is regularly determined before [10:00] [●] hrs ([Frankfurt am Main][●] local time) on a Trading Day, the Valuation Date shall be the Bank Business Day following the day on which the Warrant Right is deemed validly exercised according to § 2, unless the day on which the Warrant Right is deemed validly

exercised according to § 2 falls on the last day of the Exercise Period. In this case, the Valuation Date shall be the last day of the Exercise Period.] [●]]

(3) If, notwithstanding para. (1), the number of Warrant Rights exercised is not equal to or a multiple of the Minimum Number, the exercise shall be effective only for the next smaller number of Warrants that is divisible by the Minimum Number into integer numbers without remainder. The same shall apply *mutatis mutandis* if the number of Warrants referred to in the Exercise Notice is different from the number of Warrants transferred to the Paying Agent. In both cases, the surplus Warrants shall be transferred back to the Warrant Holder at its risk and expense.]]

4. **Product 4 (Discount Call/Put Warrants)**

[*The following provision applies in the case of Product 4 (**Discount Call/Put Warrants**):*

[*The following provision applies in the case of a Series:*

The Warrants of a series of Warrants identified by its ISIN (each a **"Series"**) are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with [●] as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")] and differ only with regard to the economic terms of the Warrant Right granted under § 1. The different issuance parameters of each Warrant are set out in the table at the end of § 1 for each issue of Warrants. Therefore, the Terms and Conditions of the Warrants set out below apply *mutatis mutandis* to each Warrant of a Series in accordance with that table.]

[*The following provision applies in the case of a single ISIN:*

The Warrants identified by its ISIN are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with [●] as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")].]

§ 1
Warrant Right, Definitions

(1)   BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main (the **"Issuer"**) grants each Warrant Holder (as defined in § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions)) of a [●] [Discount Call Warrant] [and/or] [a] [Discount Put Warrant] (each a **"Warrant"** and collectively the **"Warrants"**) linked to the underlying (the **"Underlying"**) specified in the table at the end of this § 1 the right (the **"Warrant Right"**) to claim payment from the Issuer, in accordance with these Terms and Conditions of the Warrants of the Redemption Amount, in [●] [the settlement currency allocated to the Warrant in the table at the end of § 1] (the **"Settlement Currency"**), as specified in para. (2) [and para. (3)] below, pursuant to § 1 of these Terms and Conditions of the Warrants and § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).

[*The following provision applies in the case of a **Discount Call** Warrant:*

(2) The Redemption Amount (the **"Redemption Amount"**) in the case of a **Discount Call** Warrant is equal to the difference determined in the Reference Currency as follows, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

(a) If the Reference Price is higher than the Maximum Price, the Issuer shall, on the Valuation Date, determine a Redemption Amount per Warrant equal to the difference between the Maximum Price and the Strike, multiplied by the Ratio expressed as a decimal:

Relevant Amount = (Maximum Price – Strike) x (R)

(b) If the Reference Price is lower than or equal to the Maximum Price but higher than the Strike, the Issuer shall, on the Valuation Date, determine a Redemption Amount per Warrant equal to the difference between the Reference Price and the Strike, multiplied by the Ratio expressed as a decimal:

Relevant Amount = (Reference Price – Strike) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(5)][(6)].

[*The following provision applies if **no Minimum Amount** is paid:*

If the Reference Price is lower than or equal to the Strike, the Redemption Amount will be zero (0) and no Redemption Amount shall be paid. The Warrant shall expire worthless.]

[*The following provision applies if **a Minimum Amount** is paid:*

If the Reference Price is lower than or equal to the Strike, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[*The following provision applies in the case of a **Discount Put** Warrant:*

[(2)][(3)] The Redemption Amount (the **"Redemption Amount"**) in the case of a **Discount Put** Warrant is equal to the difference determined in the Reference Currency as follows, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

(a) If the Reference Price is lower than the Minimum Price, the Issuer shall, on the Valuation Date, determine a Redemption Amount per Warrant equal to the difference between the Strike and the Minimum Price, multiplied by the Ratio expressed as a decimal:

Relevant Amount = (Strike – Minimum Price) x (R)

(b) If the Reference Price is higher than or equal to the Minimum Price but lower than the Strike, the Issuer shall, on the Valuation Date, determine a Redemption Amount per Warrant equal to the difference between the Strike and the Reference Price, multiplied by the Ratio expressed as a decimal:

Relevant Amount = (Strike – Reference Price) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(5)][(6)].

[*The following provision applies if **no Minimum Amount** is paid:*

If the Reference Price is higher than or equal to the Strike, the Redemption Amount will be **zero (0)** and no Redemption Amount shall be paid. The Warrant shall expire worthless.]

[*The following provision applies if **a Minimum Amount** is paid:*

If the Reference Price is higher than or equal to the Strike, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[(3)][(4)] The Issuer will pay the Redemption Amount per Warrant to each Warrant Holder at the latest on the Settlement Date.

[(4)][(5)] For the purposes of these Terms and Conditions of the Warrants, the following terms have the following meanings:

["**Additional Paying Agent**": [*insert appropriate wording from Annex A*.]]

"**Bank Business Day**": [*insert appropriate wording from Annex A*.]

["**Bearer**": [*insert appropriate wording from Annex A*.]]

"**Calculation Agent**": [*insert appropriate wording from Annex A*.]

["**Central Register**": [*insert appropriate wording from Annex A*.]]

"**Clearing System**": [*insert appropriate wording from Annex A*.]

"**Commercial Rounding**": [*insert appropriate wording from Annex A*.]

["**Custodian Agreement**": [*insert appropriate wording from Annex A*.]]

["**Deposited Final Terms and Conditions of the Warrants**":[*insert appropriate wording from Annex A*.]]

["**EDSP**": [*insert appropriate wording from Annex A*.]]

["**Expiry Date**": [*insert appropriate wording from Annex A*.]]

["**Final Cash Settlement Price**": [*insert appropriate wording from Annex A*.]]

["**Final Settlement Price**": [*insert appropriate wording from Annex A*.]]

["**Foreign Currency**": [*insert appropriate wording from Annex A*.]]

["**Futures Exchange**": [*insert appropriate wording from Annex A*.]]

["**Index Components**": [*insert appropriate wording from Annex A*.]]

["**Index Exchange**": [*insert appropriate wording from Annex A*.]]

["**Maximum Price**": [*insert appropriate wording from Annex A*.]]

["**Minimum Price**": [*insert appropriate wording from Annex A*.]]

"**Ratio ('R')**": [*insert appropriate wording from Annex A*.]

"**Reference Currency**": [*insert appropriate wording from Annex A*.]

"**Reference Price**": [*insert appropriate wording from Annex A*.]

["**Reference Source**": [*insert appropriate wording from Annex A*.]]

["**Registrar**": [*insert appropriate wording from Annex A*.]]

["**Relevant Futures Contract**": [*insert appropriate wording from Annex A.*]]

["**Relevant Option**": [*insert appropriate wording from Annex A*.]]

"**Settlement Date**": [*insert appropriate wording from Annex A.*]

"**Strike**": [*insert appropriate wording from Annex A.*]

"**Trading Day**": [*insert appropriate wording from Annex A.*]

"**Underlying**": [*insert appropriate wording from Annex A.*]

["**Underlying Share**": [*insert appropriate wording from Annex A.*]]

"**Valuation Date**": [*insert appropriate wording from Annex A.*]

"**Website for Notices**": [*insert appropriate wording from Annex A.*]

[(5)][(6)] The following currency conversion provisions apply if the Reference Currency is not the same as the Settlement Currency.

[*The following provision applies in the case of **non-quanto** conversion:*

[The Reference Currency will be converted into the Settlement Currency at the currency exchange rate set on **[**or in relation to**]** the Valuation Date by **[**Bloomberg**]** **[●]** for that day and published on **[**Reuters page**]** **[**Refinitiv page**]** **[[**Bloomberg page**]** **[**BFIX**]]** **[●]** **[**at **[●]** hrs (**[●]** local time) (the "**Conversion Time**")**]**. If an updated currency exchange rate **[**for the relevant Conversion Time**]** is not yet available on the aforementioned screen page **[**on**]** **[**in relation to**]** the Valuation Date, the conversion will be made on the basis of the last previous displayed exchange rate; however, if this is due to a technical problem that is not just temporary and resolved promptly, the conversion for the purposes of this provision will be made on the basis of the current relevant currency exchange rate displayed on **[**Reuters page **[●]]** **[**Refinitiv page**]** **[●]]** **[**Bloomberg page [bloomberg.com/markets/currencies/fx-fixings] **[●]]** **[**webpage **[●]]**.**]**

[If such an exchange rate is no longer published as aforesaid but on another screen page chosen by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) (the "**Replacement Page**"), the currency exchange rate published on the Replacement Page shall be relevant and applicable for the conversion of the Reference Currency into the Settlement Currency. The Issuer will publish the Replacement Page in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.**]**

[If the calculation of a currency exchange rate or its publication in the manner described above is permanently discontinued, the [Issuer][Calculation Agent] will [at its reasonable discretion (Sec. 317 *BGB*)][and taking into account common market practice] set another rate to be used as currency exchange rate without undue delay by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

[For the conversion of the Reference Currency into the Settlement Currency, the Calculation Agent will **[**set the currency exchange rate to be used at its reasonable discretion (Sec. 317 *BGB*) and taking into account common market practice**]** **[**refer to the exchange rate actually traded on the *International Interbank Spot Market* **[**at the time of determination of the Reference Price**]** **[**as a basis**]** **[**refer to the exchange rate **[**set by **[●]** and**]** **[**published on **[●]** **[**at **[●]** hours**]**

[at the time of determination of the Reference Price**]] [**as a basis**]** and make the conversion on the basis of this currency exchange rate.**] [●]]**

The following **[**relevant**]** exchange rate shall be used **[**in each case**]** for the conversion of the **[**relevant**]** Reference Currency into the Settlement Currency: [[●]/[●].][●]]

Product 4 (Discount Call/Put Warrants):

WKN and ISIN of the Warrants/Issue Size*	Underlying*[/***] ([●])	Option Type	Reference Currency* [/ Settlement Currency]	Reference Source*	[Futures Exchange [●]**]	Ratio*	Strike* in [[index points] [points] [percentage points] [***]] [Reference Currency]	[Maximum Price* in [[index points] [points] [percentage points] [***]] [Reference Currency]]	[Minimum Price* in [[index points] [points] [percentage points] [***]] [Reference Currency]]	Valuation Date*/Settlement Date*
[●][●]	[●]	[●][●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●][●]

* For the sake of clarification, all information provided is subject to §§ 3 and 4

** [●]

[*** whereby one [index point] [point] [percentage point] corresponds to [one monetary unit of the respective Reference Currency] [●].]

The acronyms used for the various currencies [(except for "GBp", which stands for British pence Sterling, with GBp 100 being equal to one British pound Sterling ("GBP" 1.00)) are the official ISO currency codes. ISO = International Organization for Standardization; currency currently also to be found on the website http://publications.europa.eu/code/en/en-5000700.htm] [●]

§ 2
Exercise of Warrant Rights

Subject to any other provisions of these Terms and Conditions of the Warrants, the Warrant Rights shall be deemed exercised in accordance with the provisions of § 1 [on the Valuation Date][●] without any further conditions having to be met and shall lapse upon payment of the Redemption Amount (if the Redemption Amount is positive; otherwise they shall lapse without replacement and become worthless at the end of the day concerned).]

5. Product 5 (Constant Leverage Long/Short Warrants (with unlimited term))

[*For Product 5 (**Constant Leverage Long/Short Warrants**), insert:*

[*The following provision applies in the case of a Series:*

The Warrants of a series of Warrants identified by its ISIN (each a **"Series"**) are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")] and differ only with regard to the economic terms of the Warrant Right granted under § 1. The different issuance parameters of each Warrant are set out in the table at the end of § 1 for each issue of Warrants. Therefore, the Terms and Conditions of the Warrants set out below apply *mutatis mutandis* to each Warrant of a Series in accordance with that table.]

[*The following provision applies in the case of a single ISIN:*

The Warrants identified by its ISIN are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")].]

§ 1
Warrant Right, Definitions

(1)   BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main (the **"Issuer"**) grants each Warrant Holder (as defined in § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions)) of a [Constant Leverage Long Warrant] [(with unlimited term)] [and/or] [a] [Constant Leverage Short Warrant] (with unlimited term) (each a **"Warrant"** and collectively the **"Warrants"**) linked to the underlying (the **"Underlying"**) specified in the table at the end of this § 1 the right (the **"Warrant Right"**) to claim payment from the Issuer, in accordance with these Terms and Conditions of the Warrants of the Redemption Amount as specified in para. (2) below, pursuant to § 1 of these Terms and Conditions of the Warrants and § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions). For this purpose, the Warrant Holder shall send an Exercise Notice pursuant to § 2 para. (2) below to **[**the Paying Agent**] [●] [**by**][**to**][**on**] [●] [**of each calendar month**] [**of each year**][**, for the first time by **[●],] ([**each an**][**the**] **"Exercise Date"**). Payments will be made in **[●]** [the settlement currency allocated to the Warrant in the table at the end of § 1] (the **"Settlement Currency"**).

(2)

[*For Constant Leverage Long Warrants:*]

The redemption amount (**"Redemption Amount"**) is the relevant Cash Value Long determined in the Reference Currency (the **"Relevant Cash Value Long"**)**[**, which will be converted **[**, if applicable,**]** into the Settlement Currency in accordance with § 1 para. (5) **[**if the Reference Currency is not the same as the Settlement Currency**]]**.

(a)   Subject to a Cash Value Long Calculation Disruption **[**and subject to **[**an Emerging Country Market Disruption**]** or a Market Disruption within the meaning of § 4**]**, the Relevant Cash Value Long is equal to the Cash Value Long, which is determined from the Determination Date onwards **[**(exclusively)**]** on each Cash Value Calculation Date **[**as at the Cash Value Calculation Time**]** (the **"Cash Value Long$_{(t)}$"**), as at the relevant Exercise Date or the Ordinary Termination Date, and accordingly, subject to any Reset Event of the Cash Value Long as described in para. (3) and subject to the following subparagraph (b), to the Cash Value Long on the immediately preceding Cash Value Calculation Date (the **"Cash Value Long$_{(t-1)}$"**) multiplied by the sum of (i) 1 (in words: one) and (ii) the product of (A) the Leverage Factor and (B) the Performance of the Underlying on the Cash Value Calculation Date$_{(t)}$, the overall result being increased by the (usually mathematically negative) Financing Component on the Cash Value Calculation Date$_{(t)}$. The Cash Value Long$_{(t)}$ is at least equal to **[0.5][●]**% of the Cash Value Long$_{(t-1)}$:

Cash Value Long$_{(t)}$ = max[Cash Value Long$_{(t-1)}$ * (1 + Leverage Factor * Performance of the Underlying$_{(t)}$) + Financing Component$_{(t)}$; [0.5][●] % * Cash Value Long$_{(t-1)}$]

wherein the Cash Value Long on the Determination Date in the Reference Currency is equal to **[**_insert amount:_ ●**]** **[**the Initial Cash Value Long**]** **[●]**.

(b)   If at least one Reset Event of the Cash Value Long$_{(t)}$ pursuant to para. (3) has taken place **[**between **[**two **[**Cash Value Calculation Dates**]** **[**Trading Days**]** **[**Cash Value Calculation Times**]]** **[**the Cash Value Calculation Time$_{(t-1)}$ and the Cash Value Calculation Time$_{(t)}$**]** **[**during the Observation Period**]** **[**on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]]**, the following provisions shall apply for the calculation of the Cash Value Long$_{(t)}$ as at the Cash Value Calculation Time$_{(t)}$ on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]** referred to in subparagraph (a) above:

   i.   The "Financing Component$_{(t)}$" is 0 (in words: zero).

   ii.   "Cash Value Long$_{(t-1)}$" is replaced by "Cash Value Long$_{(t)}$$^{(adjusted)}$" of the last Reset Event relating to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**.

   iii.   In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t-1)}$" is replaced by the Reset Price as last determined. **[**

   iv.   In the "Performance of the Underlying$_{(t)}$" provision, **[**"Div$_{(t)}$"**] [**"DIVK$_{(t)}$"**]** is 0 (in words: zero).**] [**

   v.   In the "Performance of the Underlying$_{(t)}$" provision, "Roll-Over Costs$_{(t-1)}$" is 0 (in words: zero).**]**

[The Redemption Amount**]** **[**Any amount thus calculated**]** is then Commercially Rounded to the **[●]** decimal place.

In the event that a Cash Value Long Calculation Disruption has occurred, the Calculation Agent may, at its reasonable discretion (Sec. 317 *BGB*) either suspend the determination of the Relevant Cash Value Long or of the Cash Value Long or determine the Relevant Cash Value Long or the Cash Value Long on the basis of the then prevailing market practice taking into account the estimated Performance of the Underlying under the then prevailing market conditions.

If the determination of the Relevant Cash Value Long is suspended on a Valuation Date due to a Cash Value Long Calculation Disruption, the affected Valuation Date will be postponed to the following Trading Day on which no Cash Value Long Calculation Disruption exists, and the Settlement Date will be adjusted accordingly, if applicable. Should, in such case, after the end of the original date, the Cash Value Calculation Date be postponed by more Trading Days than permitted by the definition of the term "Valuation Date" in § 1 and the Cash Value Long Calculation Disruption continue to exist on that day, that day shall be deemed the relevant Cash Value Calculation Date. In this case, the Calculation Agent will determine the Relevant Cash Value Long on the basis of the then prevailing market practice and taking into account the estimated Performance of the Underlying under the then prevailing market conditions.

[*The following provision applies if **no Minimum Amount** is paid:*

(c)   If the Relevant Cash Value Long is zero (0), the Redemption Amount will be **zero (0)** and no Redemption Amount shall be paid. The Warrant shall expire worthless.**]**

[*The following provision applies if **a Minimum Amount** is paid:*

(c)   If the Relevant Cash Value Long is zero (0), the Redemption Amount will only be **[●]** per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the **[●]** decimal place.**]**

The Issuer will pay the Redemption Amount to the Warrant Holder at the latest on the Settlement Date.]

[*For Constant Leverage Short Warrants:*

[**For Constant Leverage Short Warrants:**]

The redemption amount (**"Redemption Amount"**) is the relevant Cash Value Short determined in the Reference Currency (the **"Relevant Cash Value Short"**)**[**, which will be converted **[**, if applicable,**]** into the Settlement Currency in accordance with § 1 para. (5) **[**if the Reference Currency is not the same as the Settlement Currency**]]**.

(a)   Subject to a Cash Value Short Calculation Disruption **[**and subject to **[**an Emerging Country Market Disruption**]** or a Market Disruption within the meaning of § 4**]**, the Relevant Cash Value Short is equal to the Cash Value Short, which is determined from the Determination Date onwards **[**(exclusively)**]** on each Cash Value Calculation Date **[**as at the Cash Value Calculation Time**]** (the **"Cash Value Short$_{(t)}$"**), as at the relevant Exercise Date or the Ordinary Termination Date, and accordingly, subject to any Reset Event of the Cash Value Short as described in para. (3) and subject to the following subparagraph (b), to the Cash Value Short on the immediately preceding Cash Value Calculation Date (the **"Cash Value Short$_{(t-1)}$"**) multiplied by the difference of (i) 1 (in words: one) and (ii) the product of (A) the Leverage Factor and (B) the Performance of the Underlying on the Cash Value Calculation Date$_{(t)}$, the overall result being increased

by the (usually mathematically negative) Financing Component on the Cash Value Calculation Date$_{(t)..}$ The Cash Value Short$_{(t)}$ is at least equal to **[0.5][●]**% of the Cash Value Short$_{(t-1)}$:

Cash Value Short$_{(t)}$ = max[Cash Value Short$_{(t-1)}$ * (1 − Leverage Factor * Performance of the Underlying$_{(t)}$) + Financing Component$_{(t)}$; [0.5][●] % * Cash Value Short$_{(t-1)}$]

wherein the Cash Value Short on the Determination Date in the Reference Currency is equal to **[**<mark>*insert amount.*</mark> **●] [**the Initial Cash Value Short**] [●]**.

(b)   If at least one Reset Event of the Cash Value Short$_{(t)}$ pursuant to para. (3) has taken place **[**between **[**two **[**Cash Value Calculation Dates**] [**Trading Days**] [**Cash Value Calculation Times**]] [**the Cash Value Calculation Time$_{(t-1)}$ and the Cash Value Calculation Time$_{(t)}$**] [**during the Observation Period**] [**on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]]**, the following provisions shall apply for the calculation of the Cash Value Short$_{(t)}$ as at the Cash Value Calculation Time$_{(t)}$ on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]** referred to in subparagraph (a) above:

    i.   The "Financing Component$_{(t)}$" is 0 (in words: zero).

    ii.   "Cash Value Short$_{(t-1)}$" is replaced by "Cash Value Short$_{(t)}$$^{(adjusted)}$" of the last Reset Event relating to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**.

    iii.   In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t-1)}$" is replaced by the Reset Price as last determined. **[**

    iv.   In the "Performance of the Underlying$_{(t)}$" provision, **[**"Div$_{(t)}$"**] [**"DIVK$_{(t)}$"**]** is 0 (in words: zero).**] [**

    v.   In the "Performance of the Underlying$_{(t)}$" provision, "Roll-Over Costs$_{(t-1)}$" is 0 (in words: zero).**]**

[The Redemption Amount**] [**Any amount thus calculated**]** is then Commercially Rounded to the **[●]** decimal place.

In the event that a Cash Value Short Calculation Disruption has occurred, the Calculation Agent may, at its reasonable discretion (Sec. 317 *BGB*) either suspend the determination of the Relevant Cash Value Short or of the Cash Value Short or determine the Relevant Cash Value Short or the Cash Value Short on the basis of the then prevailing market practice taking into account the estimated Performance of the Underlying under the then prevailing market conditions.

If the determination of the Relevant Cash Value Short is suspended on a Valuation Date due to a Cash Value Short Calculation Disruption, the affected Valuation Date will be postponed to the following Trading Day on which no Cash Value Short Calculation Disruption exists, and the Settlement Date will be adjusted accordingly, if applicable. Should, in such case, after the end of the original date, the Cash Value Calculation Date be postponed by more Trading Days than permitted by the definition of the term "Valuation Date" in § 1 and the Cash Value Short Calculation Disruption continue to exist on that day, that day shall be deemed the relevant Cash Value Calculation Date. In this case, the Calculation Agent will determine the Relevant Cash Value Short on the basis of the then prevailing market practice and taking into account the estimated Performance of the Underlying under the then prevailing market conditions.

<mark>**[***The following provision applies if* **no Minimum Amount** *is paid:*</mark>

(c)   If the Relevant Cash Value Short is zero (0), the Redemption Amount will be **zero (0)** and no Redemption Amount shall be paid. The Warrant shall expire worthless.**]**

[_The following provision applies if a **Minimum Amount** is paid:_

(c)   If the Relevant Cash Value Short is zero (0), the Redemption Amount will only be **[●]** per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the **[●]** decimal place.**]**

The Issuer will pay the Redemption Amount to the Warrant Holder at the latest on the Settlement Date.**]**

(3)   **[**<mark>_For Constant Leverage Long Warrants:_</mark>

[***For Constant Leverage Long Warrants:***]

If the Observation Price reaches or falls below the Reset Threshold **[**between two **[**Cash Value Calculation Dates**] [**Trading Days**] [**Cash Value Calculation Times**]] [**during the Observation Period**] [**on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]] [**, in each case **[**at least **[●] [**Trading Hours**][●]** before the**] [**at the**]** Cash Value Calculation Time,**] [●]**, this results in a **"Reset Event" [**, subject to para. (3)(c)**]**. In this case, a Reset Price according to para. (4) (as defined under "Reset Price") will be determined and an adjusted Cash Value Long$_{(t)}$ (**"Cash Value Long$_{(t)}$$^{(adjusted)}$"**) will be calculated. **In deviation from** para. (2)(a), the following provisions will apply in this case:

(a)   Upon the **first** Reset Event in relation to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**:

        In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t)}$" is replaced by "Reset Price".

(b)   Upon the **second and any further** Reset Event in relation to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**:

    i.   The "Financing Component$_{(t)}$" is 0 (in words: zero).

    ii.   "Cash Value Long$_{(t-1)}$" is replaced by "Cash Value Long$_{(t)}$$^{(adjusted)}$" of the Reset Event last preceding the present Reset Event relating to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**.

    iii.   In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t)}$" is replaced by the Reset Price as determined on the basis of the present Reset Event.

    iv.   In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t-1)}$" is replaced by the Reset Price determined upon the Reset Event last preceding the present Reset Event relating to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]. [**

    v.   In the "Performance of the Underlying$_{(t)}$" provision, **[**"Div$_{(t)}$"**] [**"DIVK$_{(t)}$"**]** is 0 (in words: zero).**] [**

    vi.   In the "Performance of the Underlying$_{(t)}$" provision, "Roll-Over Costs$_{(t-1)}$" is 0 (in words: zero).**]**

[(c) If the Observation Price reaches or falls below the Reset Threshold in the period from **[●] [**Trading Hours**][●]** before **[**the Cash Value Calculation Time**][●]** on the Cash Value Calculation Date$_{(t)}$, **[**no Reset Event of the Cash Value Long**$_{(t)}$** according to subparagraphs (a) and (b) will take place before **[**the next Cash Value Calculation Time**][●]** on the Cash Value Calculation Date$_{(t)}$**]** [the Calculation Agent will decide at its reasonable discretion (Sec. 317 *BGB*) whether to effect a Reset Event of the Cash Value Long**$_{(t)}$** according to subparagraphs (a) and (b) before **[**the next Cash Value Calculation Time**][●]** on the **[**Cash Value Calculation Date$_{(t)}$**] [●].][●]]]**

[*For Constant Leverage Short Warrants:*]

If the Observation Price reaches or exceeds the Reset Threshold **[**between two **[**Cash Value Calculation Dates**] [**Trading Days**] [**Cash Value Calculation Times**]] [**during the Observation Period**] [**on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]] [**, in each case **[**at least **[●] [**Trading Hours**][●]** before the**] [**at the**]** Cash Value Calculation Time,**] [●]**, this results in a **"Reset Event" [**, subject to para. (3)(c)**]**. In this case, a Reset Price according to para. (4) (as defined under "Reset Price") will be determined and an adjusted Cash Value Short$_{(t)}$ (**"Cash Value Short$_{(t)}$$^{(adjusted)}$"**) will be calculated. **In deviation from** para. (2)(a), the following provisions will apply in this case:

(a) Upon the **first** Reset Event in relation to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**:

In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t)}$" is replaced by "Reset Price".

(b) Upon the **second and any further** Reset Event in relation to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**:

i. The "Financing Component$_{(t)}$" is 0 (in words: zero).

ii. "Cash Value Short$_{(t-1)}$" is replaced by "Cash Value Short$_{(t)}$$^{(adjusted)}$" of the Reset Event last preceding the present Reset Event relating to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]**.

iii. In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t)}$" is replaced by the Reset Price as determined on the basis of the present Reset Event.

iv. In the "Performance of the Underlying$_{(t)}$" provision, "Reference Price$_{(t-1)}$" is replaced by the Reset Price determined upon the Reset Event last preceding the present Reset Event relating to the **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]. [**

v. In the "Performance of the Underlying$_{(t)}$" provision, **[**"Div$_{(t)}$"**] [**"DIVK$_{(t)}$"**]** is 0 (in words: zero).**] [**

vi. In the "Performance of the Underlying$_{(t)}$" provision, "Roll-Over Costs$_{(t-1)}$" is 0 (in words: zero).**]**

[(c) If the Observation Price reaches or exceeds the Reset Threshold in the period from **[●] [**Trading Hours**][●]** before **[**the Cash Value Calculation Time**][●]** on the Cash Value Calculation Date$_{(t)}$, **[**no Reset Event of the Cash Value Short**$_{(t)}$** according to subparagraphs (a) and (b) will take place before **[**the next Cash Value Calculation Time**][●]** on the Cash Value Calculation Date$_{(t)}$**]** [the Calculation Agent will decide at

its reasonable discretion (Sec. 317 *BGB*) whether to effect a Reset Event of the Cash Value Short**(t)** according to subparagraphs (a) and (b) before **[**the next Cash Value Calculation Time**][●]** on the **[**Cash Value Calculation Date(t)**] [●].][●]]]**

(4)   For the purposes of these Terms and Conditions of the Warrants, the following terms have the following meanings:

["**Additional Paying Agent**": [*insert appropriate wording from Annex A*.]**]**

"**Administration Fee**"**:** [*insert appropriate wording from Annex A*.]

"**Administration Fee Range**": [*insert appropriate wording from Annex A*.]

"**Bank Business Day**": [*insert appropriate wording from Annex A*.]

["**Base Currency**": [*insert appropriate wording from Annex A*.]**]**

["**Bearer**": [*insert appropriate wording from Annex A*.]**]**

"**Calculation Agent**": [*insert appropriate wording from Annex A*.]

["**Cash Value Calculation Date**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Calculation Date(t)**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Calculation Date(t-1)**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Calculation Time**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Calculation Time(t)**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Calculation Time(t-1)**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Long Calculation Disruption**": [*insert appropriate wording from Annex A*.]**]**

["**Cash Value Short Calculation Disruption**": [*insert appropriate wording from Annex A*.]**]**

["**Central Register**": [*insert appropriate wording from Annex A*.]**]**

"**Clearing System**": [*insert appropriate wording from Annex A*.]

"**Commercial Rounding**": [*insert appropriate wording from Annex A*.]

["**Custodian Agreement**": [*insert appropriate wording from Annex A*.]**]**

["**Daily Settlement Price**": [*insert appropriate wording from Annex A*.]**]**

["**Deposited Final Terms and Conditions of the Warrants**":[*insert appropriate wording from Annex A*.]**]**

"**Determination Date**": [*insert appropriate wording from Annex A*.]

["**Dissolution Period**": [*insert appropriate wording from Annex A*.]**]**

["**Div(t)**": [*insert appropriate wording from Annex A*.]**]**

["**Dividend Adjustment Amount**": [*insert appropriate wording from Annex A*.]**]**

["**Dividend Cost Rate**": [*insert appropriate wording from Annex A*.]**]**

["**DIVK(t)**": [*insert appropriate wording from Annex A*.]**]**

["**EDSP**": [*insert appropriate wording from Annex A*.]**]**

[**"Emerging Market Country Market Disruption"**: [*insert appropriate wording from Annex A*.]]

[**"Exchange Business Day"**: [*insert appropriate wording from Annex A*.]]

[**"Expiry Date"**: [*insert appropriate wording from Annex A*.]]

[**"Final Cash Settlement Price"**: [*insert appropriate wording from Annex A*.]]

[**"Final Settlement Price"**: [*insert appropriate wording from Annex A*.]]

"Financing Component$_{(t)}$": [*insert appropriate wording from Annex A*.]

[**"First Notice Day"**: [*insert appropriate wording from Annex A*.]]

[**"Futures Contract New** *"*: [*insert appropriate wording from Annex A*.]

[**"Futures Exchange"**: [*insert appropriate wording from Annex A*.]]

[**"Government Agency"**: [*insert appropriate wording from Annex A*.]]

"Hedging Cost": [*insert appropriate wording from Annex A*.]

[**"Index Components"**: [*insert appropriate wording from Annex A*.]]

[**"Index Exchange"**: [*insert appropriate wording from Annex A*.]]

[**"Initial Cash Value Long"**: [*insert appropriate wording from Annex A*.]]

[**"Initial Cash Value Short"**: [*insert appropriate wording from Annex A*.]]

"Interest Margin": [*insert appropriate wording from Annex A*.]

[**"Last Trade Day"**: [*insert appropriate wording from Annex A*.]]

"Leverage Factor": [*insert appropriate wording from Annex A*.]

[**"Observation Day[s]"**: [*insert appropriate wording from Annex A*.]]

[**"Observation Period"**: [*insert appropriate wording from Annex A*.]]

[**"Observation Price"**: [*insert appropriate wording from Annex A*.]]

"Ordinary Termination Date": [*insert appropriate wording from Annex A*.]

"Performance of the Underlying$_{(t)}$": [*insert appropriate wording from Annex A*.]

"Reference Currency": [*insert appropriate wording from Annex A*.]

"Reference Price": [*insert appropriate wording from Annex A*.]

[**"Reference Price$_{(0)}$"**: [*insert appropriate wording from Annex A*.]]

"Reference Price$_{(t)}$": [*insert appropriate wording from Annex A*.]

"Reference Price$_{(t-1)}$": [*insert appropriate wording from Annex A*.]

"Reference Rate [1]": [*insert appropriate wording from Annex A*.]

[**"Reference Rate 2"**: [*insert appropriate wording from Annex A*.]]

"Reference Source": [*insert appropriate wording from Annex A*.]

[**"Reference Source for the Observation Price"**: [*insert appropriate wording from Annex A*.]]

[“Registrar”: [*insert appropriate wording from Annex A*.]]

[“Relevant Currency Exchange Rate”: [*insert appropriate wording from Annex A*.]]

[“Relevant Currency”: [*insert appropriate wording from Annex A*.]]

[“Relevant Futures Contract”: [*insert appropriate wording from Annex A*.]]

[“Relevant Option”: [*insert appropriate wording from Annex A*.]]

“Reset Price”: [*insert appropriate wording from Annex A*.]

“Reset Threshold”: [*insert appropriate wording from Annex A*.]

“Reset Threshold in Percent”: [*insert appropriate wording from Annex A*.]

[“Roll-Over”: [*insert appropriate wording from Annex A*.]

“Roll-Over Costs”: [*insert appropriate wording from Annex A*.]

“Roll-Over Costs(t-1)”: [*insert appropriate wording from Annex A*.]

“Roll-Over Date”: [*insert appropriate wording from Annex A*.]

“Roll-Over Period”: [*insert appropriate wording from Annex A*.]]

“Settlement Date”: [*insert appropriate wording from Annex A*.]

[“Settlement Price”: [*insert appropriate wording from Annex A*.]]

[“Settlement Price (Daily Settlement)”: [*insert appropriate wording from Annex A*.]]

[“Standard Currency”: [*insert appropriate wording from Annex A*.]]

“Trading Day”: [*insert appropriate wording from Annex A*.]

[“Trading Day(t)”: [*insert appropriate wording from Annex A*.]]

[“Trading Day(t-1)”: [*insert appropriate wording from Annex A*.]]

[“Trading Hour”: [*insert appropriate wording from Annex A*.]]

“Underlying”: [*insert appropriate wording from Annex A*.]

[“Underlying Share”: [*insert appropriate wording from Annex A*.]]

“Valuation Date”: [*insert appropriate wording from Annex A*.]

[“Valuation Time”: [*insert appropriate wording from Annex A*.]]

“Website for Notices”: [*insert appropriate wording from Annex A*.]

[*If **no currency conversion** takes place, delete the following paragraph in its entirety:*

(5)   **[**The following currency conversion provisions apply if the Reference Currency allocated to the respective Underlying is not the same as the Settlement Currency.**]**

[The Reference Currency will be converted into the Settlement Currency at the currency exchange rate set on **[**or in relation to**]** the Valuation Date by **[**Bloomberg**] [●]** for that day and published on **[**Reuters page**] [[**Bloomberg page**] [**Refinitiv page**] [**BFIX**]] [●] [**at **[●]** hrs (**[●]** local time) (the **“Conversion Time”**)**]**. If an updated currency exchange rate [for the relevant

Conversion Time**]** is not yet available on the aforementioned screen page **[**on**]** **[**in relation to**]** the Valuation Date, the conversion will be made on the basis of the last previous displayed exchange rate; however, if this is due to a technical problem that is not just temporary and resolved promptly, the conversion for the purposes of this provision will be made on the basis of the current relevant currency exchange rate displayed on **[**Reuters page **[●]]** **[**Bloomberg page [bloomberg.com/markets/currencies/fx-fixings] **[●]]** **[**Refinitiv page**][**webpage **[●]]**.**]**

[If such an exchange rate is no longer published as aforesaid but on another screen page chosen by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) (the **"Replacement Page"**), the currency exchange rate published on the Replacement Page shall be relevant and applicable for the conversion of the Reference Currency into the Settlement Currency. The Issuer will publish the Replacement Page in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.**]**

[If the calculation of a currency exchange rate or its publication in the manner described above is permanently discontinued, the [Issuer][Calculation Agent] will [at its reasonable discretion (Sec. 317 *BGB*)][and taking into account common market practice] set another rate to be used as currency exchange rate without undue delay by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

[For the conversion of the Reference Currency into the Settlement Currency, the Calculation Agent will **[**set the currency exchange rate to be used at its reasonable discretion (Sec. 317 *BGB*) and taking into account common market practice**]** **[**refer to the exchange rate actually traded on the *International Interbank Spot Market* **[**at **[[●]]** **[**at the time of determination of the **[**Reference Price**]** **[**Relevant Cash Value Long (in the case of Constant Leverage Long Warrants)**]** **[**or**]** **[**Relevant Cash Value Short (in the case of Constant Leverage Short Warrants)**]]** **[**as a basis**]** **[**refer to the exchange rate **[**determined**]** **[**by **[●]]** **[[**at **[●]]** **[**at the time of determination of the Reference Price**]]** **[**and**]** **[**published on **[●]]** **[**as a basis**]** and make the conversion on the basis of this currency exchange rate.**]** **[●]]**

[Product 5 (Constant Leverage Long/Short Warrants (with unlimited term))

WKN and ISIN of the Warrants/Issue Size*	Underlying* ("[●]")[/] [Bloomberg Code] [●]	Type	Reference Currency*[/ Settlement Currency]*	Reference Source* [/] [Reference Source for the Observation Price*]	[Futures Exchange**]	[Initial Cash Value Long*] [and/or] [Initial Cash Value Short*] [in [Reference Currency] [●]]	[Reference Price [(price determination)]*] [Reference Price(0)*] [in [Reference Currency] [index points] [points] [●]]	[Reset Threshold in Percent*]	[Leverage Factor]	[Determination Date[*]]	[Observation Day[s]*] [/] [Observation Period*]	[Add further definition if applicable:
[●]	[●]	[Long] [Short]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

WKN and ISIN of the Warrants/Issue Size*	[Reference Rate [1]* with [Reuters page] [Refinitiv page] [website][●]* [/] [Reference Rate 2* with [Reuters page][Refinitiv page][website][●]*]	[Initial Hedging Cost* [in % p.a.]] [/] [Hedging Cost Range* [in % p.a.]]	[Initial Interest Margin* [in % p.a.]] [/] [Interest Margin Range* [in % p.a.]]	[Initial Administration Fee* [in % p.a.]] [/] [Administration Fee Range* [in % p.a.]]	[website*] [screen page*]	[Add further definition if applicable:
[●]	[●]	[●]	[●]	[●]	[●]	[●]

* For the sake of clarification, all information provided is subject to the provisions on adjustments or the other provisions of the Terms and Conditions of the Warrants.

[**[●]]

The acronyms used for the various currencies [(except for "GBp", which stands for British pence Sterling, with GBp 100 being equal to one British pound Sterling ("GBP" 1.00)) are the official ISO currency codes. ISO = International Organization for Standardization; currency currently also to be found on the website http://publications.europa.eu/code/en/en-5000700.htm] [●]

§ 2
Exercise of Warrant Rights

(1)   The Warrant Rights must be exercised by means of an Exercise Notice of the Warrant Holder in accordance with the provisions of para. (2). The Warrants expire after valid exercise in accordance with the provisions of para. (2) and upon payment of the amounts owed under the Warrants exercised.

(2)   To require exercise of the Warrants with effect from an Exercise Date, the Warrant Holder shall do the following at the latest by [●] (in words: [●]) Bank Business Day before [[●] hrs ([●] hrs local time)] [●] on that Exercise Date:

   (a)   submit a[n] [written and] unconditional declaration [in text form] with all necessary information (the **"Exercise Notice"**) to [the Paying Agent (§ 8 of Part B of the Terms and Conditions of the Warrants (General Conditions)), such notice to be sent [by fax to number [●]] [and/or] [by email to [frankfurt.gct.operations@bnpparibas.com] [●]] [●]; and

   (b)   deliver the Warrants to the Issuer via the account [of the Paying Agent] [●] by transferring the Warrants to the account [of the Paying Agent] [●] with the [Clearing System] [Intermediary] (account no. [●]).

The Exercise Notice must include:

   (a)   the name and address of the exercising Warrant Holder,

   (b)   the name (WKN or ISIN) and number of the Warrants for which the Warrant Right is to be exercised, and

   (c)   the details of a bank account in the Settlement Currency to which the Redemption Amount is to be transferred.

The Exercise Notice is binding and irrevocable. It will take effect when the following conditions are met. [The Exercise Notice becomes null and void if it is received later than [[●] hrs ([●] local time)] [●] on [●] (in words: [●]) Bank Business Day before the Exercise Date.] If the Warrants to which the Exercise Notice relates are not delivered, or not delivered in time, to [the Paying Agent] [●], the Exercise Notice shall [also] be null and void.

[<mark>*For a Minimum Exercise Number insert:*</mark> The Warrant Right can only be exercised for [●] (in words: [●]) Warrants (the **"Minimum Exercise Number"**) [or an integral multiple thereof] [and/or, beyond that, for an integral number of Warrants]. If the number of Warrants exercised is not equal to the Minimum Exercise Number [or an integral multiple thereof] [and/or, beyond that, an integer number of Warrants], the Warrant Right [shall be deemed not validly exercised] [only for the next smaller number of Warrants that is divisible by the Minimum Exercise Number into integer numbers without remainder]. The same shall apply *mutatis mutandis* if the number of Warrants referred to in the Exercise Notice is different from the number of Warrants transferred to [the Paying Agent] [●]. In both cases, the [surplus] Warrants shall be transferred back to the Warrant Holder at its risk and expense.]

Upon exercise of the Warrants on the relevant Exercise Date, all rights under the Warrants exercised expire.

(3)   The Issuer shall have the right, but no obligation, to terminate the Warrants in their entirety, but not in parts, by ordinary termination by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) with effect from an Ordinary

Termination Date, **[**observing a notice period of **[●]][**, at the earliest with effect from **[●]**,**]** and to redeem them. In the event that the Warrants are terminated, the Issuer shall**[**, subject to **[**an Emerging Country Market Disruption**] [**or**]** a Market Disruption within the meaning of § 4,**]** pay each Warrant Holder an amount per Warrant equal to the Redemption Amount specified in § 1 para. (2) and determined as at the Ordinary Termination Date.

The provisions on the Redemption Amount specified in these Terms and Conditions of the Warrants shall apply *mutatis mutandis* to this amount.

6. **Product 6 (TURBO Long/Short Warrants)**

[*The following provision applies in the case of a Series:*

The Warrants of a series of Warrants identified by its ISIN (each a **"Series"**) are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")] and differ only with regard to the economic terms of the Warrant Right granted under § 1. The different issuance parameters of each Warrant are set out in the table at the end of § 1 for each issue of Warrants. Therefore, the Terms and Conditions of the Warrants set out below apply *mutatis mutandis* to each Warrant of a Series in accordance with that table.]

[*The following provision applies in the case of a single ISIN:*

The Warrants identified by its ISIN are [represented by a global bearer note] [issued in [the form of]] [electronic securities in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**")] [dematerialised bearer form and cleared through Euroclear France S. A.] [registered form and cleared through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.] [dematerialised form and cleared through Monte Titoli S.p.A.] [dematerialised registered form and cleared through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.] [dematerialised registered form and cleared through Euroclear Sweden AB] [uncertificated form and cleared through SIX SIS AG] [uncertificated form registered with **[●]** as custodian under article 4 Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**")].]

§ 1
Warrant Right, Definitions

(1)   BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main (the **"Issuer"**) grants each Warrant Holder (as defined in § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions)) of a[n] [●] [TURBO Long Warrant] [and/or] [a] [TURBO Short Warrant] (each a **"Warrant"** and collectively the **"Warrants"**) linked to the underlying (the **"Underlying"**) specified in the table at the end of this § 1 the right (the **"Warrant Right"**) to claim payment from the Issuer, in accordance with these Terms and Conditions of the Warrants of the Redemption Amount, in [●] [the settlement currency allocated to the Warrant in the table at the end of § 1] (the **"Settlement Currency"**), as specified in para. (2) [and para. ([4])] below, pursuant to § 1 of these Terms and Conditions of the Warrants and § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).

(2)   Subject to the occurrence of a Knock-Out Event and to the provisions of para. [(3)][(5)], the Redemption Amount (the **"Redemption Amount"**) in the case of a **TURBO Long Warrant** is equal to the difference between the Reference Price and the Strike, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

Relevant Amount = (Reference Price – Strike) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(8)].]

(3)   If the Reference Price is lower than or equal to the Strike, the Redemption Amount will be zero (0) and no Redemption Amount shall be paid. The Warrant shall expire worthless.]

(3)   If the Reference Price is lower than or equal to the Strike, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]

[(2)][(4)]   Subject to the occurrence of a Knock-Out Event and to the provisions of para. [(3)][(5)], the Redemption Amount (the **"Redemption Amount"**) in the case of a **TURBO Short Warrant** is equal to the difference between the Strike and the Reference Price, determined in the Reference Currency, multiplied by the Ratio expressed as a decimal (the **"Relevant Amount"**):

Relevant Amount = (Strike – Reference Price) x (R)

The Redemption Amount thus calculated is then Commercially Rounded to the [●] decimal place. If the Reference Currency is not the same as the Settlement Currency, the Relevant Amount will be converted into the Settlement Currency in accordance with § 1 para. [(6)][(8)].]

[(3)][(5)]   If the Reference Price is higher than or equal to the Strike, the Redemption Amount will be zero (0) and no Redemption Amount shall be paid. The Warrant shall expire worthless.]

[(3)][(5)]   If the Reference Price is higher than or equal to the Strike, the Redemption Amount will be only [●] per Warrant (the **"Minimum Amount"**). If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]

[(4)][(6)]   If a Knock-Out Event occurs during the Observation Period, the Warrants will expire and become worthless. In this case, no payment will be made to Warrant Holders.]

[(4)][(6)]   If a Knock-Out Event occurs during the Observation Period, the Warrants will expire and the Redemption Amount will only be equal to [●] Minimum Amount (the **"Minimum Amount"**) per Warrant. If a Warrant Holder holds more than one Warrant, the aggregate of the Minimum Amounts thus calculated will be Commercially Rounded to the [●] decimal place.]]

[(5)][(7)]   The Issuer will pay the Redemption Amount per Warrant to each Warrant Holder at the latest on the Settlement Date.

[(6)][(8)]   For the purposes of these Terms and Conditions of the Warrants, the following terms have the following meanings:

["**Additional Paying Agent**": [*insert appropriate wording from Annex A*.]]

["**Bank Business Day**": [*insert appropriate wording from Annex A*.]

["**Bearer**": [*insert appropriate wording from Annex A*.]]

"**Calculation Agent**": [*insert appropriate wording from Annex A*.]

["**Central Register**": [*insert appropriate wording from Annex A*.]]

["**Registrar**": [*insert appropriate wording from Annex A*.]]

"**Clearing System**": [*insert appropriate wording from Annex A*.]

"**Commercial Rounding**": [*insert appropriate wording from Annex A*.]

["**Custodian Agreement**": [*insert appropriate wording from Annex A*.]]

["**Deposited Final Terms and Conditions of the Warrants**":[*insert appropriate wording from Annex A*.]]

["**Expiry Date**": [*insert appropriate wording from Annex A*.]]

["**EDSP**": [*insert appropriate wording from Annex A*.]]

["**Final Cash Settlement Price**": [*insert appropriate wording from Annex A*.]]

["**Foreign Currency**": [*insert appropriate wording from Annex A*.]]

["**Futures Exchange**": [*insert appropriate wording from Annex A*.]]

["**Index Components**": [*insert appropriate wording from Annex A*.]]

["**Index Exchange**": [*insert appropriate wording from Annex A*.]]

"**Knock-Out Barrier**": [*insert appropriate wording from Annex A*.]

"**Knock-Out Event**": [*insert appropriate wording from Annex A*.]

"**Observation Period**": [*insert appropriate wording from Annex A*.]

"**Observation Price**": [*insert appropriate wording from Annex A*.]

"**Ratio ('R')**": [*insert appropriate wording from Annex A*.]

"**Reference Currency**": [*insert appropriate wording from Annex A*.]

"**Reference Price**": [*insert appropriate wording from Annex A*.]

["Reference Source": [*insert appropriate wording from Annex A*.]**]**

["Relevant Futures Contract": [*insert appropriate wording from Annex A*.]**]**

["Relevant Option": [*insert appropriate wording from Annex A*.]**]**

"Settlement Date": [*insert appropriate wording from Annex A*.]

"Strike": [*insert appropriate wording from Annex A*.]

"Trading Day": [*insert appropriate wording from Annex A*.]

"Underlying": [*insert appropriate wording from Annex A*.]

["Underlying Share": [*insert appropriate wording from Annex A*.]**]**

"Valuation Date": [*insert appropriate wording from Annex A*.]

"Website for Notices": [*insert appropriate wording from Annex A*.]

[(7)][(9)] The following currency conversion provisions apply if the Reference Currency is not the same as the Settlement Currency.

[*The following provision applies in the case of **non-quanto** conversion:*

[The Reference Currency will be converted into the Settlement Currency at the currency exchange rate set on [or in relation to**]** the Valuation Date by **[**Bloomberg**]** **[●]** for that day and published on **[**Reuters page**]** **[**Refinitiv page**]** **[[**Bloomberg page**]** **[**BFIX**]]** **[●]** **[**at **[●]** hrs (**[●]** local time) (the **"Conversion Time"**)**]**. If an updated currency exchange rate **[**for the relevant Conversion Time**]** is not yet available on the aforementioned screen page **[**on**]** **[**in relation to**]** the Valuation Date, the conversion will be made on the basis of the last previous displayed exchange rate; however, if this is due to a technical problem that is not just temporary and resolved promptly, the conversion for the purposes of this provision will be made on the basis of the current relevant currency exchange rate displayed on **[**Reuters page **[●]]** **[**Refinitiv page**]** **[●]]** **[**Bloomberg page [bloomberg.com/markets/currencies/fx-fixings] **[●]]** **[**webpage **[●]]**.**]**

[If such an exchange rate is no longer published as aforesaid but on another screen page chosen by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) (the **"Replacement Page"**), the currency exchange rate published on the Replacement Page shall be relevant and applicable for the conversion of the Reference Currency into the Settlement Currency. The Issuer will publish the Replacement Page in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.**]**

[If the calculation of a currency exchange rate or its publication in the manner described above is permanently discontinued, the [Issuer][Calculation Agent] will [at its reasonable discretion (Sec. 317 *BGB*)][and taking into account common market practice] set another rate to be used as currency exchange rate without undue delay by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

[For the conversion of the Reference Currency into the Settlement Currency, the Calculation Agent will [set the currency exchange rate to be used at its reasonable discretion (Sec. 317 *BGB*) and taking into account common market practice] [refer to the exchange rate actually traded on the *International Interbank Spot Market* [at the time of determination of the Reference Price] **[**as a basis] **[**refer to the exchange rate [set by **[●]** and] [published on **[●]**] [at **[●]** hours]

[at the time of determination of the Reference Price]] **[**as a basis**]** and make the conversion on the basis of this currency exchange rate.**] [●]]**

The following **[**relevant**]** exchange rate shall be used **[**in each case**]** for the conversion of the **[**relevant**]** Reference Currency into the Settlement Currency: [[●]/[●].][●]]

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[*The following provision applies in the case of **quanto** conversion:*

Product 6 (TURBO Long/Short Warrants)

WKN and ISIN of the Warrants/Issue Size*	Underlying*[/***] ([●])	Option Type	Reference Currency* [/ Settlement Currency]	Reference Source*	[Futures Exchange [●]**]	Ratio*	Strike* in [[index points] [points] [percentage points] [***]] [Reference Currency]	Knock-Out Barrier* in [[index points] [Reference Currency]		[Observation Period* Start / End]	Valuation Date*/Settlement Date*	[Observation Price*/[Reuters page] [Refinitiv page] [●]]
[●][●]	[●]	[●][●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●][●]	[●][●]	[●][●]

* For the sake of clarification, all information provided is subject to §§ 3 and 4

** [●]

[*** whereby one [index point] [point] [percentage point] corresponds to [one monetary unit of the respective Reference Currency] [●].]

The acronyms used for the various currencies [(except for "GBp", which stands for British pence Sterling, with GBp 100 being equal to one British pound Sterling ("GBP" 1.00)) are the official ISO currency codes. ISO = International Organization for Standardization; currency currently also to be found on the website http://publications.europa.eu/code/en/en-5000700.htm] [●]

§ 2
Exercise of Warrant Rights

Subject to any other provisions of these Terms and Conditions of the Warrants, the Warrant Rights shall be deemed exercised in accordance with the provisions of § 1 [on the Valuation Date][●] without any further conditions having to be met and shall lapse upon payment of the Redemption Amount (if the Redemption Amount is positive; otherwise they shall lapse without replacement and become worthless at the end of the day concerned).

Part A, Section II (Underlying Specific Conditions):

§ 3
Adjustments, extraordinary termination

[*The following provision applies if an **index** is used as Underlying:*

(1) If the Underlying is no longer calculated and published by the Reference Source but by another person, company or institution that the Calculation Agent considers suitable (the **"Successor Reference Source"**), the applicable price shall be calculated, if applicable, on the basis of the index calculated and published by the Successor Reference Source. Any reference to the Reference Source contained in these Terms and Conditions of the Warrants shall, where the context allows, be deemed a reference to the Successor Reference Source.

(2) If the Underlying is at any time cancelled and/or replaced with another index which, as determined by the Calculation Agent, is calculated and composed according to the same or a comparable formula and manner as the previous Underlying, the latter index shall serve as the basis for calculating the Redemption Amount (the **"Successor Underlying"**). The Successor Underlying and the date on which it first becomes applicable shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay. Any reference to the Underlying contained in these Terms and Conditions of the Warrants shall then, where the context allows, be deemed a reference to the Successor Underlying.

(3) If

    (a) the Underlying is permanently cancelled or temporarily suspended,

    (b) the formula and manner of the previous calculation or the composition of the Underlying is changed by the [Reference Source] [and/or [●]] in such a way that, as determined by the Calculation Agent, the index is no longer comparable with the previous Underlying,

    (c) the Underlying is replaced by the [Reference Source] [and/or [●]] with an index that, as determined by the Calculation Agent, is no longer comparable with respect to its method of calculation or composition with the previous Underlying,

    (d) the [Reference Source] [and/or [●]], as determined by the Calculation Agent, is not in a position to calculate the Underlying, except for reasons that at the same time constitute a Market Disruption as defined in § 4, or

    (e) events other than those described above occur [for which the Issuer is not accountable] which, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, are comparable to those events in terms of their economic effects and may have an influence on the calculated value of the Underlying,

(each an **"Adjustment Event"**) and provided that the Warrants have not been terminated in accordance with para. (4), the Issuer shall adjust the Terms and Conditions of the Warrants in such a way that the Warrant Holders are, insofar as possible, put in the same economic position they were in prior to the implementation of the measures and/or the occurrence of the events described in para. (3). For the purposes of calculating the relevant price of the Underlying the Calculation Agent shall use the calculation method used by the Reference Source immediately prior to the change in, or cancellation of, the Underlying and, moreover, only on the basis of the Index Components underlying the Underlying immediately prior to its change or cancellation, except with respect to changes relating to the calculation to determine the

Underlying which had already been provided for in the event of a change in the composition of the Index Components. The Issuer shall publish any continuation of the calculation of the index in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.]

[*The following provision applies if a **futures contract** is used as Underlying:*

(1)   If the price of the Underlying is no longer calculated and published by the Reference Source but by another person, company or institution that the Calculation Agent considers suitable (the **"Successor Reference Source"**), the applicable price shall be calculated, if applicable, on the basis of the price calculated and published by the Successor Reference Source. Any reference to the Reference Source contained in these Terms and Conditions of the Warrants shall, where the context allows, be deemed a reference to the Successor Reference Source. Any Successor Reference Source for the Underlying shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.

(2)   If

(a)   the listing of the Underlying or trading in the Underlying is cancelled without a replacement,

(b)   the formula and the manner of the previous calculation or the trading terms and conditions or contract specifications of the Underlying are changed by the Reference Source [and/or [●]] in such a way that, as determined by the Calculation Agent, the Underlying is no longer comparable with the previous Underlying,

(c)   the Underlying is replaced by the Reference Source [and/or [●]] with a value that, as determined by the Calculation Agent, is no longer comparable with respect to its method of calculation, trading terms and conditions or contract specifications, with the previous Underlying,

(d)   the Reference Source is not in a position to calculate the Underlying, except for reasons that at the same time constitute a Market Disruption as defined in § 4,

(e)   at the time of a Roll-Over under which the Underlying is replaced by another futures contract (if such a Roll-Over is intended to take place during the term of the Warrants), there exists no Underlying, in the opinion of the Calculation Agent, whose principal contract specifications match those of the Underlying to be replaced but whose Expiry Date is further in the future, or

(f)   events other than those described above occur [for which the Issuer is not accountable] which, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, are comparable to those events in terms of their economic effects and may have an influence on the calculated value of the Underlying,

(each an **"Adjustment Event"**) and provided that the Warrants have not been terminated in accordance with para. (3), the Issuer shall replace the respective Underlying by a Successor Underlying which, in the opinion of the Calculation Agent, has similar contract specifications to those of the respective Underlying (the **"Successor Underlying"**) and/or adjust the Terms and Conditions of the Warrants in such a way that the Warrant Holders are, insofar as possible, put in the same economic position they were in prior to the implementation of the measures described in this para. (2). In the event that the respective Underlying is replaced, any

reference to the Underlying contained in these Terms and Conditions of the Warrants shall then, where the context allows, be deemed a reference to the Successor Underlying. Any replacement or adjustment shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.]

[*The following provision applies if a* **metal** *or* **commodity** *is used as Underlying:*

(1)   If the price of the Underlying is no longer calculated and published by the Reference Source but by another person, company or institution that the Calculation Agent considers suitable (the **"Successor Reference Source"**), the applicable price shall be determined, if applicable, on the basis of the price calculated and published by the Successor Reference Source. Any reference to the Reference Source contained in these Terms and Conditions of the Warrants shall, where the context allows, be deemed a reference to the Successor Reference Source. Any Successor Reference Source shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.

(2)   If

(a)   the listing of the Underlying is permanently cancelled or temporarily suspended,

(b)   the formula and the manner of the previous calculation or the composition or unit of measurement of the Underlying are changed by the [Reference Source] [and/or [●]] in such a way that, as determined by the Calculation Agent, the Underlying is no longer comparable with the previous Underlying,

(c)   the Underlying is replaced by the [Reference Source] [and/or [●]] with a value that, as determined by the Calculation Agent, is no longer comparable with respect to its method of calculation or composition with the previous Underlying,

(d)   the [Reference Source] [and/or [●]], as determined by the Calculation Agent, is not in a position to calculate the Underlying, except for reasons that at the same time constitute a Market Disruption as defined in § 4, or

(e)   events other than those described above occur [for which the Issuer is not accountable] which, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, are comparable to those events in terms of their economic effects and may have an influence on the calculated value of the Underlying,

(each an **"Adjustment Event"**) and provided that the Warrants have not been terminated in accordance with para. (3), the Issuer shall have the right to replace the Underlying with a Successor Underlying (the **"Successor Underlying"**) and to adjust the Terms and Conditions of the Warrants accordingly. The Calculation Agent (acting at its reasonable discretion (Sec. 317 *BGB*)) shall determine a Successor Reference Source and a successor price (the latter multiplied, if applicable, by an adjustment factor) in order to put the Warrant Holders as far as possible in the same economic position they were in prior to the implementation of the measures described in this para. (2). Any reference to the Underlying contained in these Terms and Conditions of the Warrants shall, where the context allows, be deemed a reference to the Successor Underlying; the same shall apply to the associated Reference Source, other information on the Successor Underlying and the price. Any Successor Underlying (together with the Successor Reference Source and successor price and, if applicable, the applicable adjustment factor) shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.]

(1) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* If the Underlying is replaced in its function as the legal tender of the country concerned with another currency or a new currency, or if the Underlying is merged with another currency (the **"Successor Underlying"**) (each an **"Adjustment Event"**), and provided that the Warrants have not been terminated in accordance with para. (2), the Calculation Agent shall, if applicable, use the Successor Underlying instead of the previous Underlying, and the Issuer shall adjust the Terms and Conditions of the Warrants in such a way that the Warrant Holders are, insofar as possible, put in the same economic position they were in prior to the implementation of the measures described in this para. (1). For this purpose, the Calculation Agent shall determine the new relevant currency exchange rate on the basis of such number of units of the Successor Underlying as is calculated by converting the number of units of the Underlying used for determining the original currency exchange rate into the respective Successor Underlying. The Issuer shall publish any replacement of the currency concerned, the relevant currency exchange rate, the date on which it first becomes applicable and, if applicable, its publication by third parties (each a **"Successor Reference Source"**) in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.

Any reference to the Underlying or, if applicable, to the Reference Source contained in these Terms and Conditions of the Warrants shall, where the context allows, be deemed a reference to the Successor Underlying or the Successor Reference Source, respectively.]

[*insert in the case of Constant Leverage Warrants, if relevant:* If (a) a currency used in connection with a currency exchange rate is replaced in its function as the legal tender of the country concerned with another currency or a new currency, or if a currency used in connection with a currency exchange rate is merged with another currency (each a **"Successor Underlying"**), or (b) the determination or listing of the respective currency is cancelled without a replacement (each an **"Adjustment Event"**), and provided that the Warrants have not been terminated in accordance with para. (2), the Calculation Agent shall, if applicable, use the Successor Underlying instead of the currency previously used in connection with a currency exchange rate, and the Issuer shall adjust the Terms and Conditions of the Warrants in such a way that the Warrant Holders are, insofar as possible, put in the same economic position they were in prior to the implementation of the measures described in this para. (1). For this purpose, the Calculation Agent shall determine the new relevant currency exchange rate on the basis of such number of units of the Successor Underlying as is calculated by converting the number of units used for determining the original currency exchange rate into the respective Successor Underlying. The Issuer shall publish any replacement of the currency concerned, the relevant currency exchange rate, the date on which it first becomes applicable and, if applicable, its publication by third parties (each a **"Successor Reference Source"**) in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.

Any reference contained in these Terms and Conditions of the Warrants to an Underlying used in connection with a currency exchange rate or, if applicable, to the [relevant] Reference Source shall, where the context allows, be deemed a reference to the [relevant] Successor Underlying or the [relevant] Successor Reference Source, respectively.]]

[●]   In the event that an Adjustment Event occurs, the Issuer shall have the right, but no obligation, to terminate the Warrants by extraordinary termination by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions). In the event of termination, the Issuer shall (instead of making the payments that would otherwise have to be made under the Warrants) pay each Warrant Holder an amount per Warrant (the **"Termination Amount"**) determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) to be the appropriate market price of the Warrant immediately prior to the event giving rise to the right to terminate [*if relevant, including in view of compliance with local law requirements in the offer country, insert potential additional parameters and/or components that will be taken into account when determining the Termination Amount:* and which will also take into account [●]].

The Issuer shall transfer the Termination Amount within four Bank Business Days after the date of the notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) to the Clearing System or its successor in order for the Clearing System or its successor to forward these monies to the Warrant Holders. The Issuer shall pay the Termination Amount in accordance with § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).]

[*The following provision applies if a **share or American Depositary Receipt or Global Depositary Receipt or Ordinary Depositary Receipt** is used as Underlying:*

(1)   If a Potential Adjustment Event as described in para. (2) occurs, the Issuer may, at its reasonable discretion (Sec. 315 *BGB*), adjust the Terms and Conditions of the Warrants in such a way that the Warrant Holders are, insofar as possible, put in the same economic position they were in prior to the implementation of the measures described in para. (2). In doing so, the Issuer may also, at its reasonable discretion (Sec. 315 *BGB*), adjust the Terms and Conditions of the Warrants in the same way in which corresponding adjustments are made on the Futures Exchange with respect to traded futures or option contracts on the Underlying, or would be made if corresponding futures or option contracts on the Underlying are or were traded on the exchange. The adjustments may also relate to the replacement of the Underlying with a share basket in connection with the securities referred to in para. (2).

(2)   **"Potential Adjustment Event"** in relation to **[**a share**] [**and/or**] [**an American Depositary Receipt**] [**and**] [**or**] [**a **[**Global**]** Depositary Receipt**] [**and**] [**or**] [**an Ordinary Depositary Receipt**]** as Underlying means:

(i)   a share split, consolidation of shares or conversion of classes of shares (unless a **"Merger Event"** has occurred) or a free distribution or allocation of shares to the shareholders of the company that issued the Underlying (the **"Company"**), whether as a result of resolutions declaring a dividend or for other reasons;

(ii)   the granting of additional securities to the shareholders of the Company which allow them to receive payments and/or dividends or proceeds of liquidation of the Company in proportion to the shares held by them; the granting to the shareholders of the Company of additional share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction; or the granting of other securities, rights or options or assets to the shareholders of the Company, in any case for payment (in cash or in other consideration)

at less than the prevailing market price, which is deemed to be relevant by the Calculation Agent;

(iii) any extraordinary dividend that is not a dividend distributed as part of the regular schedule of dividend payments;

(iv) a call to pay capital contributions in respect of shares that are not fully paid;

(v) a repurchase of the shares by the Company whether out of profits or capital and irrespective whether the consideration for such repurchase is cash, securities or otherwise;

(vi) a corporate action taken by the Company as a defence against a hostile takeover with the result that the theoretical intrinsic value of the share is reduced;

(vii) or any other measure [for which the Issuer is not accountable] that dilutes or enhances the theoretical intrinsic value of the share.

(3) If an Adjustment Event according to para. (4) occurs, the Issuer may at its reasonable discretion (Sec. 315 *BGB*):

(i) adjust the Terms and Conditions of the Warrants in such a way that the Warrant Holders are, insofar as possible, put in the same economic position they were in prior to the implementation of the measures described in para. (4). The adjustments may also relate to the replacement of the Underlying with a share basket in connection with the securities referred to in para. (4), with shares in a stock corporation newly formed as a result of the spin-off or with shares in a stock corporation absorbing the spun-off division, with the number of shares being adjusted in each case. The Issuer may also, at its reasonable discretion (Sec. 315 *BGB*), adjust the Terms and Conditions of the Warrants in the same way in which corresponding adjustments are made on the Futures Exchange with respect to traded futures or option contracts on the Underlying, or would be made if corresponding futures or option contracts on the Underlying are traded on the exchange; or

(ii) terminate the Warrants early by means of a notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions), stating the Termination Amount defined herebelow. In the event of termination, the Issuer shall (instead of making the payments that would otherwise have to be made under the Warrants) pay each Warrant Holder an amount per Warrant (the **"Termination Amount"**) determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) to be the appropriate market price of the Warrant immediately prior to the event giving rise to the right to terminate [*if relevant, including in view of compliance with local law requirements in the offer country, insert potential additional parameters and/or components that will be taken into account when determining the Termination Amount:* and which will also take into account [●]].

The Issuer shall transfer the Termination Amount within four Bank Business Days after the date of the notice according to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) to the Clearing System or its successor in order for the Clearing System or its successor to forward these monies to the Warrant Holders. The Issuer shall pay the Termination Amount in accordance with § 7 of Part B of the Terms and Conditions of the Warrants (General Conditions).

(4)   **"Adjustment Event"** in relation to the Underlying means:

(i)   a delisting, which is deemed to be the case within the meaning of these Terms and Conditions of the Warrants (unless a Merger Event has occurred or a tender offer has been made) if the Reference Source announces that, in accordance with the applicable regulations of the Reference Source, the Underlying is or will no longer be listed, traded or publicly quoted at the Reference Source and the Underlying is not immediately re-listed, re-traded or re-quoted on another exchange or trading system located in the same jurisdiction as the original Reference Source (or, if the original Reference Source is located in the European Union, in a Member State of the European Union);

(ii) a nationalisation, which is deemed to be the case within the meaning of these Terms and Conditions of the Warrants if all the shares or assets of the Company are nationalised, expropriated or transferred in a comparable manner to a government agency, public authority or other state body;

(iii) that either (A) a request has been made for the opening of insolvency proceedings or equivalent proceedings under the law applicable to the Company with respect to the assets of the Company, or (B) voluntary or involuntary liquidation, insolvency, winding-up or similar proceedings affecting the Company have been opened under the law applicable to the Company, or (C) the Company has been liquidated, become insolvent or wound up, or a similar event has occurred with respect to the Company under the law applicable to it;

(iv) a takeover offer, which is deemed to have been made within the meaning of these Terms and Conditions of the Warrants if an offer for takeover, purchase, exchange or any other offer has been received, the result of which is or would be that one person acquires or receives, or would acquire or receive, more than 10% und less than 100% of the shares in the Company, whether by way of conversion or by other means, or acquires or would acquire a corresponding right. Whether a takeover offer has been made will be determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) on the basis of notifications by government or other relevant bodies or on the basis of other information considered to be relevant by the Calculation Agent;

(v)   a valid completion of a takeover offer, i.e. an announcement by the offeror that a takeover offer has irrevocably come into effect;

(vi) a **"Merger Event"**, which is deemed to have occurred if in relation to **[**a share**][**and/or**][**an American Depositary Receipt**][**and/or**][**a **[**Global**]** Depositary Receipt**][**and/or**][**an Ordinary Depositary Receipt**]** as Underlying

   a.   a reclassification or change in the content of the Underlying has occurred with the result that all the shares in the Company are transferred to a particular person has taken place or an irrevocable obligation to make such a transfer exists;

   b.   a consolidation, amalgamation or merger of the Company with another company has occurred (unless the Company is the continuing entity and the amalgamtion does not result in a reclassification or change in the content of the shares);

   c.   a takeover offer of any kind has been made, which is deemed to be the case within the meaning of these Terms and Conditions of the Warrants if an offer for takeover, purchase, exchange or any other offer from a person has been received to acquire

or receive 100% of the shares in the Company with the result that all the shares in the Company (except for those already held or controlled by that person) are transferred to that person or an irrevocable obligation to make such a transfer exists;

d. a consolidation, amalgamation or merger of the Company or of one of its subsidiaries with another company has occurred and the continuing entity is the Company and this does not result in a reclassification of shares or change in the content of the Underlying, but results in the shares of the Company prior to this event (except for those held or controlled by the other company) representing less than 50% of the shares in the Company immediately after the occurrence of the event[.][;]

[The following additional provisions apply to [American Depositary Receipts] [and] [or] [Global Depositary Receipts] [and] [or] [Ordinary Depositary Receipts]:]

(vii)   Changes or additions to the Custodian Agreement;

(viii)   If the Custodian Agreement is terminated, all references to the Underlying shall, from the termination date onwards, be deemed replaced by the respective Underlying Share or the Underlying of the Company concerned. In this case, the Issuer and the Calculation Agent shall, at their reasonable discretion, make such adjustments as they consider appropriate and determine the record date for such replacement/adjustment.]

[(vii)][(ix)] The rules set out above shall apply *mutatis mutandis* to events other than those described above [for which the Issuer is not accountable] which, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, are comparable to those events in terms of their economic effects and may have an influence on the calculated value of the [share] [or the shares] [Underlying Share or the Underlying of the company concerned].]

[(vii)][(viii)][(ix)][(x)] The provisions of paras. (1) to (4) relating to other equity securities and the issuing Company shall apply *mutatis mutandis* to Underlyings other than those described above, such as other equity securities (e.g. profit participation certificates).]

[●]   Calculations, decisions and determinations according to the foregoing paragraphs shall be made by the Calculation Agent (§ 8 of Part B of the Terms and Conditions of the Warrants (General Conditions)) on behalf of the Issuer and shall be binding for all parties involved, except in cases of manifest error. All adjustments and the date on which they take effect shall be published without undue delay in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

[([●]) The Underlying is a Benchmark as defined in Regulation (EU) 2016/1011 of the European Parliament and of the Council (the **"Benchmark Regulation"**). Therefore, the following additional provisions shall apply:

If the Underlying (the **"Benchmark"**), as determined by the Calculation Agent, can no longer be used due to statutory or authority requirements, in particular

(i) upon occurrence of a **"Non-Approval Event"**: if any approval, registration, recognition, endorsement, equivalence decision or any authorisation of a Benchmark or its administrator has not and will not be granted, the Benchmark or its administrator is not and will not be included in the register according to Art. 36 Benchmark Regulation or the Benchmark or its administrator does not meet statutory or regulatory requirements relating to the Warrants, the Issuer, the Calculation Agent or the Benchmark;

a Non-Approval Event shall not be deemed to have occurred if the Benchmark or its administrator is not or will not be included in a register because its approval, registration, recognition, endorsement, an equivalence decision or an authorisation is suspended if, at the time of suspension, the continued provision and use of the Benchmark in relation to the Warrants is permitted under applicable laws and regulations during the suspension;

(ii) upon occurrence of a **"Rejection Event"**: if the relevant competent authority or any other relevant official body rejects or denies, or will reject or deny, a necessary application for approval, registration, recognition, endorsement, an equivalence decision, authorisation or inclusion in the register according to Art. 36 Benchmark Regulation with respect to the Warrants, the Benchmark or its administrator which are required under all laws and regulations applicable to the Issuer, the Calculation Agent or any other unit to comply with the obligations relating to the Warrants, or

(iii) upon occurrence of a **"Suspension or Withdrawal Event"**: if the relevant competent authority or any other relevant official body suspends or withdraws, or will suspend or withdraw, any approval, registration, recognition, endorsement, equivalence decision or authorisation of the Benchmark or its administrator which are required under all laws and obligations applicable to the Issuer, the Calculation Agent or any other unit to comply with the obligations relating to the Warrants, or the Benchmark or its administrator are not included in a register according to Art. 36 of the Benchmark Regulation, or its inclusion has been withdrawn, if inclusion in this register is or will be required under the respective applicable law in order to comply with the obligations of the Issuer, the Calculation Agent or any other unit relating to the Warrants;

a Suspension or Withdrawal Event shall not be deemed to have occurred if any approval, registration, recognition, endorsement, equivalence decision or authorisation is suspended or withdrawn, or the inclusion in an official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Benchmark in relation to the Warrants is permitted under applicable laws and regulations during such suspension or withdrawal;

(each a **"Potential Adjustment Event"**), the provisions **[**of para. **[●]] [**of paras. **[●]]** shall apply *mutatis mutandis* to an adjustment or Adjustment Event. In particular, the Issuer or the

Calculation Agent, respectively, can determine **[**a Successor Underlying**] [**and/or**] [**a Successor Reference Source**]** or adjust the Warrants or terminate them by extraordinary termination.**]**

§ 4
Market Disruptions

(1)   [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* [(a)] [In deviation from para. (1)(b), if] [If], in the opinion of the Calculation Agent, a Market Disruption as defined in para. (2) has occurred at the time of determination of the relevant price, the relevant date shall be postponed to the following Trading Day on which no Market Disruption is present anymore. If the Valuation Date is postponed, the Settlement Date shall be adjusted accordingly.

[(b)   If a Market Disruption has occurred during the Observation Period, the Calculation Agent may, at its reasonable discretion (Sec. 317 *BGB*), as long as such Market Disruption continues, either suspend the determination of the [Knock-Out Event] [Stop-Loss Event] [Observation Price] or use a replacement price of the Underlying (instead of the Observation Price) in determining whether a [Knock-Out Event] [Stop-Loss Event] has occurred.]

[*insert in the case of Constant Leverage Warrants, if relevant:*

(1)   If, in the opinion of the Calculation Agent, **[**_in the case of an Emerging Country Market Disruption, insert, if applicable_: an Emerging Country Market Disruption (as defined in § 1 para. (4)) or**]** a Market Disruption as defined in para. (3) has occurred at the time of determination of the relevant price, the following shall apply subject to the last paragraph of this § 4:

(a)   either the Calculation Agent shall, at its reasonable discretion (Sec. 317 *BGB*), determine the point in time at which the relevant price is determined and a replacement price of the Underlying as the relevant price on the basis of the then prevailing market practice, taking into account the then prevailing market conditions**[**, provided that the Warrants have been terminated by ordinary termination in accordance with § 2 para. (3)**]**, or

(b)   the relevant date shall be postponed to the following Trading Day on which no **[**_in the case of an Emerging Country Market Disruption, insert, if applicable_: Emerging Country Market Disruption or**]** Market Disruption is present anymore. If the **[**relevant**]** Valuation Date is postponed, the Settlement Date shall be adjusted accordingly.

(2)   If a Market Disruption has occurred during the Observation Period, the Calculation Agent may, at its reasonable discretion (Sec. 317 *BGB*) as long as such Market Disruption continues, either suspend the determination of the Observation Price or use a replacement price of the Underlying as the Observation Price that is to be determined by the Calculation Agent on the basis of the then prevailing market practice, taking into account the then prevailing market conditions.**]**

[*The following provision applies if an **index** is used as Underlying:*

[(2)][(3)]   **"Market Disruption"** means:

(a)   the suspension or material restriction of trading (i) in the Index Components contained in the Underlying on the Index Exchange, provided that such Index Components represent at least 20% of the market capitalisation of all Index Components included in the Underlying or (ii) in futures or option contracts linked to the Underlying on the Futures Exchange,

(b)   an event that interrupts or impairs the ability of market participants (i) to carry out transactions in Index Components representing at least 20% of the market capitalisation of all Index Components, or to obtain market prices for such Index Components, or (ii) to carry out transactions in futures or option contracts linked to the Underlying on the Futures Exchange [,][or]

(c)   that the Index Exchange in respect of Index Components representing at least 20% of the market capitalisation of all Index Components or the Futures Exchange closes before its normal close of trading. This shall not apply if the Index Exchange or Futures Exchange announces the close of trading at least one hour prior to the actual close of trading or, if earlier, prior to the latest time for submitting orders to the Index Exchange or Futures Exchange for execution at the valuation time on the relevant Trading Day[.] [or]

[(d)   if [the performance of the index deviates from the performance of the futures or option contracts linked to the index that serve as hedging instruments by [more than] [●].]] [●]]

[[(3)][(4)]   In deviation from para. (1) [(a)], if the Valuation Date has been postponed by a number of Trading Days greater than that specified in the definition of the term "Valuation Date" in § 1 following the end of the original day and the Market Disruption still continues on that day, that day shall be deemed the Valuation Date. The price of the Underlying used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent on the basis of the manner and method of calculation of the Underlying that applied immediately before the Market Disruption occurred. In this context, the Calculation Agent shall value the Index Components at the price defined on the Index Exchange for the time of determination on the date originally appointed and not on the postponed date. If the Market Disruption is based on the fact that a Market Disruption has occurred in relation to an individual Index Component, the Calculation Agent shall determine the price of the relevant Index Component at its reasonable discretion (Sec. 317 *BGB*).]]

[*The following provision applies if a*** share or American Depositary Receipt or Global Depositary Receipt or Ordinary Depositary Receipt *is used as Underlying:*]**

[(2)][(3)]   **"Market Disruption"** means:

(a)   the suspension or material restriction of trading (i) in the Underlying at the Reference Source or (ii) in futures or option contracts linked to the Underlying on the Futures Exchange;

(b)   an event that interrupts or impairs the ability of market participants (i) to carry out transactions in the Underlying at the Reference Source, or to obtain a market price for the Underlying at the Reference Source, or (ii) to carry out transactions in futures or option contracts linked to the Underlying on the Futures Exchange or to obtain a market price for such futures or option contracts in the Futures Exchange; or

(c)   that the Reference Source closes before its normal close of trading. This shall not apply if the Reference Source announces the close of trading at least one hour prior to the actual close of trading or, if earlier, prior to the latest time for submitting orders to the Reference Source for execution at the valuation time on the relevant Trading Day.

[(3)   In deviation from para. (1) [(a)], if the Valuation Date has been postponed by a number of Trading Days greater than that specified in the definition of the term "Valuation Date" in § 1 following the end of the original day and the Market Disruption still continues on that day, that day shall be deemed the Valuation Date. The price of the Underlying used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*), taking into account the market conditions existing on the date originally appointed and not on the postponed date.]]

[*The following provision applies if a **metal** or **commodity** is used as Underlying:*

[(2)][(3)]   **"Market Disruption"** means:

(a)   the suspension or material restriction of trading in or establishing/determining prices of the Underlying at the Reference Source, or

(b)   the suspension or material restriction of trading in a futures or option contract linked to the Underlying on a Futures Exchange where futures or option contracts linked to the Underlying are traded, or

(c)   a material change in the method of determining prices or in the trading terms and conditions relating to the Underlying on the relevant market (e.g. in the nature, quantity or trading currency of the Underlying).

[[(3)][(4)]   In deviation from para. (1) [(a)], if the Valuation Date has been postponed by a number of Trading Days greater than that specified in the definition of the term "Valuation Date" in § 1 following the end of the original day and the Market Disruption still continues on that day, that day shall be deemed the Valuation Date. The price of the Underlying used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent on the basis of the manner and method of calculation of the Underlying that applied immediately before the Market Disruption occurred; the price of the Underlying shall be determined by the Issuer at reasonable discretion (Sec. 317 *BGB*).]]

[*The following provision applies if a **currency exchange rate** is used as Underlying:*

[(2)][(3)]   **"Market Disruption"** means:

[

(a)   [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* the non-publication of the relevant currency exchange rate on the relevant screen page and on the website of the Reference Source] [*insert in the case of Constant Leverage Warrants, if relevant:* the non-publication of the relevant currency exchange rate **[**on the relevant **[**Reuters page**][**Refinitiv page**][●]** or a screen page replacing the same and**]** on the website of the Reference Source;**]**;

(b)   the suspension or material restriction

(i)   [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of banking transaction in the country in which the Underlying is the legal tender or

official currency, or in a country to which the Underlying is materially related in the opinion of the Issuer (the **"Relevant Jurisdiction"**)] [*insert in the case of Constant Leverage Warrants, if relevant:* of banking transaction in the country in which a currency used in connection with a currency exchange rate is the legal tender or official currency, or in a country to which the relevant currency is materially related in the opinion of the Issuer (each a **"Relevant Jurisdiction"**)];

(ii) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of interbank trading for the exchange of the Underlying into another currency in a normal and legal manner or of transfers of one of the two currencies relevant for the Underlying within the Relevant Jurisdiction] [*insert in the case of Constant Leverage Warrants, if relevant:* of interbank trading for the exchange of a currency used in connection with a currency exchange rate into another currency in a normal and legal manner or of transfers of one of the two relevant currencies within the Relevant Jurisdiction];

(iii) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of trading relating to the exchange of the Underlying into the other currency at a rate of exchange that is no worse than the rate applying for domestic financial institutions located in the Relevant Jurisdiction] [*insert in the case of Constant Leverage Warrants, if relevant:* of trading relating to the exchange of a currency used in connection with a currency exchange rate into the relevant Settlement Currency at a rate of exchange that is no worse than the rate applying for domestic financial institutions located in the Relevant Jurisdiction];

(iv) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of trading in a futures or option contract linked to the Underlying on a futures exchange] [*insert in the case of Constant Leverage Warrants, if relevant:* of trading in a futures or option contract linked to a currency used in connection with a currency exchange rate on a futures exchange];

(v) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of transfers of one of the two currencies relevant for the Underlying from accounts within the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction or of transfers between accounts within the Relevant Jurisdiction or to a person not resident in that Relevant Jurisdiction] [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of transfers of one of the two relevant currencies from accounts within the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction or of transfers between accounts within the Relevant Jurisdiction or to a person not resident in that Relevant Jurisdiction];

(vi) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of the determination of the price or value of the relevant currency exchange rate for the Underlying by the Reference Source] [*insert in the case of Constant Leverage Warrants, if relevant:* of the determination of the price or value of the relevant currency exchange rate at the Reference Source];

(vii) [*insert in the case of Warrants other than Constant Leverage Warrants, if relevant:* of the ability to buy, transfer, sell or hold the Underlying or conduct other transactions relating to it as a result of legal requirements introduced in the Relevant Jurisdiction or whose introduction is the subject of a binding

announcement] [*insert in the case of Constant Leverage Warrants, if relevant:* of the ability to buy, transfer, sell or hold a currency used in connection with a currency exchange rate or conduct other transactions relating to it as a result of legal requirements introduced in the Relevant Jurisdiction or whose introduction is the subject of a binding announcement];

provided that the effect of such a suspension or restriction is material in the opinion of the Issuer acting at its reasonable discretion (Sec. 315 *BGB*). A suspension or restriction within the meaning of the events described above that occurs during the course of a day as a result of price movements exceeding certain thresholds established locally[, respectively,] shall only qualify as Market Disruption if that restriction continues until the close of trading on the relevant day.

[[(3)][(4)] In deviation from para. (1) [(a)], if the Valuation Date has been postponed by a number of Trading Days greater than that specified in the definition of the term "Valuation Date" in § 1 following the end of the original day and the Market Disruption still continues on that day, that day shall be deemed the Valuation Date. The price of the Underlying used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent. [For this purpose, the Calculation Agent shall request four leading banks in Frankfurt am Main chosen by it to inform it of their bid and ask prices for the Underlying. In this case, the relevant rate for the purpose of determining the relevant price shall be the arithmetic mean of the bid and ask prices established by these four banks. If the Calculation Agent receives less than the bid and ask prices referred to above, it shall] [The Calculation Agent shall] determine the relevant rate for the purpose of determining the relevant price at its reasonable discretion (Sec. 317 *BGB*), taking into account the market conditions existing on the date concerned.]]

[*The following provision applies if a **futures contract** is used as Underlying:*

[(2)][(3)] **"Market Disruption"** means:

(a) the suspension or material restriction of trading in or establishing/determining prices of the Underlying at the Reference Source, or

(b) the restriction of trading as a result of price movements exceeding the thresholds determined by the Reference Source, or

(c) a material change in the method of determining prices or in the trading terms and conditions or contract specifications relating to the Underlying at the Reference Source.

[[(3)][(4)] In deviation from para. (1) [(a)], if the Valuation Date has been postponed by a number of Trading Days greater than that specified in the definition of the term "Valuation Date" in § 1 following the end of the original day and the Market Disruption still continues on that day, that day shall be deemed the Valuation Date. The price of the Underlying used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent on the basis of the manner and method of calculation of the Underlying that applied immediately before the Market Disruption occurred; the price of the Underlying shall be determined by the Issuer at reasonable discretion (Sec. 317 *BGB*).]]

[*insert in the case of Constant Leverage Warrants, if relevant:*]

[(3)][(4)] If[, subject to ordinary termination by the Issuer in accordance with § 2 para. (3),] the Valuation Date has been postponed by more Trading Days (after the end of the original day) than permitted by the definition of the term "Valuation Date" in § 1 and [*in the case of an Emerging Country*

Market Disruption, insert, if applicable: the Emerging Country Market Disruption or**]** the Market Disruption continues to exist on that day, that day shall be deemed the Valuation Date.

[*The following provision applies if an **index** is used as Underlying:*

The rate of the index used as Underlying that is used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent on the basis of the manner and method of calculation of the index applicable immediately prior to the occurrence of **[***in the case of an Emerging Market Disruption, insert, if applicable*: the Emerging Market Disruption or**]** the Market Disruption (the **"Determination Time"**). In this context, the Calculation Agent shall value the Index Components at the price published for the Determination Time on the Index Exchange on the originally scheduled, non-postponed date. If **[***in the case of an Emerging Country Market Disruption, insert, if applicable*: the Emerging Country Market Disruption or**]** the Market Disruption is based on the fact that **[***in the case of an Emerging Country Market Disruption, insert, if applicable*: an Emerging Country Market Disruption or**]** a Market Disruption has occurred in relation to an individual Index Component, the Calculation Agent shall determine the price of the relevant Index Component at its reasonable discretion (Sec. 317 *BGB*).**]**

[*The following provision applies if a **share** or **American Depositary Receipt** or **Global Depositary Receipt** is used as Underlying:*

The price of **[**the share**] [**the American Depositary Receipt**] [**the **[**Global**]** Depositary Receipt**] [**the Ordinary Depositary Receipt**]** used as Underlying that is used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*), taking into account the market conditions existing on the originally scheduled, non-postponed date.**]**

[*The following provision applies if a **futures contract** is used as Underlying:*

The price of the futures contract used as Underlying that is used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent on the basis of the manner and method of calculation of the futures contract that applied immediately before **[***in the case of an Emerging Market Disruption, insert, if applicable*: the Emerging Market Disruption or**]** the Market Disruption occurred; the price of the Underlying shall be determined by the Issuer at its reasonable discretion (Sec. 317 *BGB*).**]**

[*The following provision applies if a **currency exchange rate** is used as Underlying:*

The price of the currency exchange rate used as Underlying that is used for the purpose of determining the relevant price shall then be the price determined by the Calculation Agent. **[**For this purpose, the Calculation Agent shall request four leading banks in Frankfurt am Main chosen by it to inform it of their bid and ask prices for the currency exchange rate concerned (versus the relevant Base Currency specified in the table in § 1). In this case, the relevant rate for determining the relevant price **[**in each case**]** shall be the arithmetic mean of the bid and ask prices established by these four banks. If the Calculation Agent receives less than the bid and ask prices referred to above, it shall**] [**The Calculation Agent shall**]** determine the relevant rate for the purpose of determining the relevant price **[**in each case**]** at its reasonable discretion (Sec. 317 *BGB*), taking into account the market conditions existing on the relevant date.**]**

Part B: General Conditions

§ 5
Form of the Warrants, collective safekeeping, minimum trading size, transferability

In case of Warrants deposited with Clearstream Banking AG, Frankfurt (global bearer note) the following applies:

(1) The Warrants are represented by a permanent global bearer note (the **"Global Bearer Note"**). The note bears the signatures of two authorised representatives of the Issuer. Warrants in physical form will not be issued. The holder of the Warrant (the **"Warrant Holder"**) shall have no right to be issued with the Warrant in physical form.

(2) The Global Bearer Note has been deposited with the Clearing System. The Warrants are transferable as co-ownership interests.

(3) For the purposes of transactions in securities by book entry, the Warrants shall be transferable only in units of one Warrant or an integral multiple thereof.

(4) Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

(5) The Issuer reserves the right to replace these Warrants issued by means of a note pursuant to § 6 (3) of the German Electronic Securities Act (Gesetz über elektronische Wertpapiere, **"eWpG"**) by electronic securities of the same content and registered in a central register within the meaning of § 4 (2) eWpG (the **"Central Register Securities"**). In this case, the Issuer shall be entitled to adjust the provisions in the Terms and Conditions of the Warrants which provide for securitisation by means of a note or require securitisation by means of a note to the amended form. Such amended form - including the amendments to the Terms and Conditions of the Warrants required for this purpose - shall be announced in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

In case of Warrants issued as electronic securities in accordance with the German Electronic Securities Act (Gesetz über elektronische Wertpapiere) the following applies:

(1) The Warrants set out the Bearer and constitute electronic securities collectively registered in a Central Register within the meaning of § 4 (2) of the German Electronic Securities Act (Gesetz über elektronische Wertpapiere, **"eWpG"**) (the **"Central Register Securities"**).

(2) The Warrants shall be registered in the Central Register maintained by the Registrar as central securities depository (the **"Clearing System"**) in collective safe custody entry with the central securities depositary registered as Bearer (*Inhaber* within the meaning of the eWpG) of the Warrants. Prior to registration, the Terms and Condiitons of the Warrants shall be deposited with the Registrar by or on behalf of the Issuer. The holder of a Warrant (*Berechtigter* within the meaning of the eWpG) (the **"Warrant Holder"**) shall have no right to individual registration in the Central Register.

(3) The Warrants shall be registered for settlement in the book-entry securities account with the Registrar. Warrant Holders as beneficiaries of a co-ownership interest in the collective securities deposit pursuant to § 3 (2) and § 9 (1) eWpG may transfer their co-ownership interests in accordance with the applicable provisions and rules of the Registrar and the applicable law.

(4) Pursuant to § 9 (2) eWpG, the Bearer shall hold the Securities as trustee for the benefit of the Warrant Holders without being a beneficiary itself (§ 9 (2) sentence 1 eWpG). The Warrants shall remain registered in the Central Register until all obligations of the Issuer arising from the

Warrants have been fulfilled or until they are removed from the Central Register for another reason, e.g. in the case of an exchange for a securities note upon repurchase and cancellation.

(5)   The Issuer reserves the right to replace these Central Register Securities pursuant to § 6 (2) eWpG with securities of identical content in the form of a note. In this case, the Issuer shall be entitled to adjust the provisions in the Terms and Conditions of the Warrants which provide for the electronic form or require an electronic form, to the amended form. Such amended form - including the amendments to the Terms and Conditions of the Warrants required for this purpose - shall be announced in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

In case of Warrants cleared through Euroclear France (dematerialised bearer form) the following applies:

(1)   The Warrants will be issued in dematerialised bearer form (*au porteur*). Title to the Warrants will be evidenced by book entries (*inscription en compte*) in compliance with Articles L. 211-3 et seq. and R. 211-1 et seq. of the French Monetary and Financial Code (*Code monétaire et financier*). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the Warrants.

(2)   Transfers of the Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code, the regulations, rules and operating procedures applicable to and/or issued by the Clearing System. Title to Warrants cleared through the Clearing System shall pass upon, and transfer of such Warrants may only be effected through, registration of the transfer in the accounts of the Warrant Account Holders (as defined below)

(3)   The term **"Warrant Holder"** in these Terms and Conditions refers to any person holding Warrants through a financial intermediary entitled to hold accounts directly or indirectly with the Clearing System on behalf of its customers (the **"Warrant Account Holder"**) or, in the case of a Warrant Account Holder acting for its own account, such Warrant Account Holder.

(4)   Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

In case of Warrants cleared through Euroclear Netherlands (registered form) the following applies:

(1)   The Warrants will be issued in registered form and will be deposited with the Clearing System.

(2)   Definitive Warrants will not be issued. The right of the holder of a Warrant (the **"Warrant Holder"**) to delivery of definitive Warrants is excluded. The Warrant Holders shall receive co-ownership participations in or rights with respect to the registered Warrants which are transferable in accordance with the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the rules and regulations of the Clearing System.

(3)   Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

In case of Warrants cleared through Monte Titoli (dematerialised form) the following applies:

(1)   The Warrants will be issued in dematerialised book-entry form pursuant to the Italian Legislative Decree No. 58 of 24 February 1998, as amended and supplemented from time to time (the "Italian Financial Services Act") and the relevant implementing regulations and are registered in the books of the Clearing System. No physical document of title will be issued to represent the Warrants.

(2) The transfer of the Warrants operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System (the **"Warrant Account Holder"**). As a consequence, the subject who from time to time is the owner of the account held with a Warrant Account Holder will be considered as the legitimate owner of the Warrants (the **"Warrant Holder"**) and will be authorised to exercise all rights related to them. For such purposes, where necessary, the Warrant Holder may ask the Warrant Account Holder to issue certifications or release communications in accordance with articles 83-quinquies and 83-novies, paragraph 1, letter b), of the Italian Financial Services Act.

(3) Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

In case of Warrants cleared through IBERCLEAR (dematerialised registered form) the following applies:

(1) The Warrants will be registered with the Clearing System and will be represented by book entries in accordance with Article 6 of the Spanish Restated Securities Market Act approved by the Royal Decree Law 4/2015, of 23 October (the **"SMA"**). No physical document of title will be issued in respect of the Warrants.

(2) Transfers of the Warrants shall be made in accordance with and governed by the SMA and the rules and procedures of Clearing System.

(3) The term **"Warrant Holder"** refers to any person holding Warrants through a financial intermediary entitled to hold accounts with the Clearing System on behalf of its customers (the **"Warrant Account Holder"**) or, in the case of a Warrant Account Holder acting for its own account, such Warrant Account Holder.

(4) Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

In case of Warrants cleared through Euroclear Sweden (dematerialised registered form) the following applies:

(1) The Warrants will be issued in dematerialised form and will only be evidenced by book entries in the register of the Clearing System for registration of securities and settlement of securities transactions in accordance with Chapter 4 of the Swedish Financial Instruments Accounts Act (Sw. lag (1998:1479) *om kontoföring av finansiella instrument*) to the effect that there will be no certificated securities.

(2) Registration requests relating to the Warrants shall be directed to an account operator.

(3) Transfers of Warrants and other registration measures shall be made in accordance with the Swedish Financial Instruments Accounts Act (1998:1479), the regulations, rules and operating procedures applicable to and/or issued by the Clearing System. The Issuer is entitled to receive from the Clearing System, at its request, a transcript of the register for the Warrants.

(4) **"Warrant Holder"** means any person that is registered in a book-entry account managed by the account operator as holder of a Warrant. For nominee registered Warrants the authorised custodial nominee account holder shall be considered to be the Warrant Holder.

(5) Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

In case of Warrants cleared through SIX SIS AG or registered with any other eligible custodian (uncertificated form) the following applies:

(1)   The Warrants will be issued in uncertificated form as uncertificated securities (*Wertrechte*) in accordance with Article 973c of the Swiss Code of Obligations. The uncertificated securities (*Wertrechte*) will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtebuch*). Such uncertificated securities will then be entered into the main register (*Hauptregister*) of the Clearing System SIX SIS AG or any other eligible entity, including but not limited to BNP Paribas, Paris, Zurich Branch, acting as custodian (*Verwahrungsstelle*) as defined in article 4 of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (the "**FISA**"), each an **"Intermediary"**).

(2)   Once the uncertificated securities are registered in the main register (*Hauptregister*) of the Intermediary and are credited to the securities account(s) (*Effektenkonto/Effektenkonten*) of one or more participants or account holders, as the case may be, of the Intermediary, the Warrants will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the FISA. None of the Issuer, nor any holder of the Warrants (the "**Warrant Holder**"), nor any third party shall at any time have the right to effect or demand the conversion of the uncertificated securities (*Wertrechte*) into, or the delivery of, a global security (*Globalurkunde*) or definitive securities (*Wertpapiere).*

(3)   As long as the Warrants are considered to be intermediated securities (*Bucheffekten*), they are transferrable only by entry of the transferred Warrants into a securities account (*Effektenkonto*) the transferee. None of the Issuer, nor any Warrant Holder, nor any third party shall at any time have the right to effect or demand the conversion of the uncertificated securities (*Wertrechte*) into, or the delivery of, a global security (*Globalurkunde*) or definitive securities (*Wertpapiere*).

(4)   Warrants may be transferred individually in each case and traded in a minimum quantity of one Warrant or an integral multiple thereof.

§ 6
Status, Guarantee

(1)   The Warrants constitute direct and non-subordinate liabilities of the Issuer in respect of which the Issuer has not provided collateral. The Warrants rank *pari passu* in right of payment with each other and with any other present and future unsecured and non-subordinated liabilities of the Issuer, to the exclusion of liabilities ranking senior by operation of mandatory law.

(2)   BNP Paribas S.A. of 16 boulevard des Italiens, 75009 Paris, France, (hereinafter referred to as the **"Guarantor"**) has provided an unconditional and irrevocable guarantee (hereinafter referred to as the **"Guarantee"**) for the due payment of all amounts to be paid under the Terms and Conditions of the Warrants if and as soon as the respective payment would be due under the Terms and Conditions of the Warrants. This Guarantee constitutes a direct, non-subordinated liability of the Guarantor.

§ 7
Payments

(1) All payments to be made under the Warrants in accordance with the Terms and Conditions of the Warrants shall be made by the Issuer or the Guarantor, as the case may be, via the Paying Agent by means of bank transfer to the Clearing System, or Intermediary, as the case may be,or its successor to forward these monies to the Warrant Holders. By making payment to or for the benefit of the Clearing System, or Intermediary, as the case may be, or its successor, the Issuer or the Guarantor, respectively, shall be released from its payment obligation.

(2) If the Settlement Currency is replaced by another or new currency, such new currency shall become the Settlement Currency of the Warrants.

(3) All taxes, fees or other levies incurred in connection with a payment shall be borne and paid by the Warrant Holder. The Issuer, the Guarantor and/or the Paying Agent shall have the right to withhold from the amount due, and pay, any taxes or levies to be borne and paid by the Warrant Holder in accordance with the foregoing sentence. Neither the Issuer nor the Guarantor shall have an obligation to make additional payments to the Warrant Holders to compensate for any such amounts withheld.

§ 8
Calculation Agent, Paying Agent

(1) BNP Paribas Arbitrage S.N.C., 1 rue Laffitte, 75009 Paris, France, BNP Paribas S.A., 16 boulevard des Italiens, 75009 Paris, France, or BNP Paribas S.A., London Branch, 10 Harewood Avenue, London NW1 6AA, United Kingdom, or any other branch of BNP Paribas S.A. may act as calculation agent (the **"Calculation Agent"**), in which case the Calculation Agent for the respective security shall be determined in Part A, § 1 (Product Specific Conditions) of the Final Terms. BNP Paribas S.A. Niederlassung Deutschland (German branch), Senckenberganlage 19, 60325 Frankfurt am Main, Germany, is the Principal Paying Agent (the **"Principal Paying Agent"**). For Warrants deposited or cleared through a Clearing System other the Clearstream Banking AG Frankfurt, or registered with an Intermediary, the additional paying agent (the **"Additional Paying Agent"**, the Additional Paying Agent together with the Principal Paying Agent, each a **"Paying Agent"**) for the respective Clearing System, or Intermediary, as the case may be, shall be determined in Part A, § 1 (Product Specific Conditions) of the Final Terms. The Issuer shall have the right to replace the Calculation Agent and the Paying Agent at any time with another bank or financial institution that, in the case of the Paying Agent, has its headquarters or a branch in a Member State of the European Union, to appoint one or more additional Calculation Agents or Paying Agents and to revoke their appointment. Any such replacement, appointment and revocation shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.

(2) Calculations, decisions and determinations according to the Terms and Conditions of the Warrants shall be made by the Calculation Agent on behalf of the Issuer with the care and diligence of a prudent businessman and shall be binding for all parties involved, except in cases of manifest error. Calculations and amounts shall be rounded by the Calculation Agent at its reasonable discretion (Sec. 315 *BGB*).

(3) The Calculation Agent and the Paying Agent shall each have the right to resign from their appointment at any time. The resignation shall take effect only when another bank or financial institution has been appointed as Calculation Agent or Paying Agent, respectively, that, in the

case of the Paying Agent, has its headquarters or a branch in the Federal Republic of Germany. Any resignation and appointment shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions) without undue delay.

(4)   The Calculation Agent and the Paying Agent shall act only as vicarious agents (*Erfüllungsgehilfen*) of the Issuer. The Calculation Agent and the Paying Agent are exempt from the restrictions of Sec. 181 *BGB* and any restrictions of a similar nature under the applicable laws of other countries.

§ 9
Notices

Notices relating to the Warrants shall be published on the Website for Notices as specified Part A, § 1 (Product Specific Conditions) of the Final Terms (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Warrrant Holders through such publication unless the notice provides for a later effective date. In addition, where permitted, notices shall be communicated via the Clearing System, if applicable. If the Warrants are admitted to trading on the regulated market of a securities exchange, notices shall be given in accordance with the requirements of the authorities competent for that securities exchange. In the event that a notice is communicated via the Clearing System, the notice shall be deemed received by Warrant Holders on the third (3rd) day after the day the notice was given to the Clearing System. For the avoidance of doubt, any notice published on the Website for Notices which has become effective shall prevail over the notice via the Clearing System.

§ 10
Increase of Issue Size, Repurchase

(1)   The Issuer shall have the right to issue additional Warrants with the same features at any time such that they are consolidated with the existing Warrants, form a single issue together with them and increase their number. In the event of such an increase of issue size, the term "Warrants" shall also include such additional Warrants issued in addition to those already existing. Any such increases shall be published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

(2)   During the term of the Warrants, the Issuer shall have the right at any time to repurchase Warrants on the stock exchange or by means of off-exchange transactions at any price via a company affiliated with it. The Issuer shall not have an obligation to inform the Warrant Holders of this fact. The repurchased Warrants may be cancelled, held, resold or used by the Issuer in some other way.

§ 11
Miscellaneous

(1)   The form and content of the Warrants and all rights and obligations arising from them shall be determined in all respects in accordance with the laws of the Federal Republic of Germany except for § 5 of Part B of the Terms and Conditions of the Warrants (General Conditions) which shall be governed by, and shall be construed in accordance with the laws of the jurisdiction in which the

Clearing System or Intermediary, as the case may be, is located, in case of Warrants deposited or cleared through a Clearing System other than Clearstream Banking AG, Frankfurt, or in case of Warrants registered with an Intermediary.

(2)   To the extent permitted by law, the place of performance shall be Frankfurt am Main and the courts of Frankfurt am Main shall have jurisdiction to adjudicate any disputes arising from or in relation to the Warrants. However, the Warrant Holders may nevertheless assert their claims before all other competent courts. The Issuer hereby submits to the jurisdiction of the courts competent according to this paragraph.

Annex A
Definitions

This Annex A includes definitions which, in accordance with the provisions of the Product Specific Conditions in Part A and in this Annex A, are to be included at the places indicated in § 1 of the Terms and Conditions of the Warrants, or can be included optionally or depending on the issuance parameters of the Warrants. Some definitions may be included in the Terms and Conditions of the Warrants more than once if necessary.

"Additional Paying Agent":	means **[●]**
"Adjustment Dates ('T')":	[*To be inserted, if applicable, if a **share, American Depositary Receipt, Global Depositary Receipt, Ordinary Depositary Receipt, index, futures contract, metal, commodity** or **currency exchange rate** is used as Underlying:*
	means the calendar days actually falling within the Financing Period and divided by [●].]
	[*To be inserted, if applicable, if a **currency exchange rate** is used as Underlying:*
	means any Monday, Tuesday, Wednesday, Thursday and Friday during the Observation Period.]
"Administration Fee":	means **[**a percentage that can be adjusted by the Calculation Agent within the Administration Fee Range on each trading day.**] [●] [**The initial Administration Fee shall be **[[●]** % p.a.**] [**the "**Initial Administration Fee**" allocated in the table at the end of § 1**].] [**The Issuer shall in each case publish the adjusted Administration Fee without undue delay in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**
"Administration Fee Range":	means the **[**range between **[●]**% p.a. and **[●]**% p.a.**] [**"**Administration Fee Range**" allocated in the table at the end of § 1**]**.
"Bank Business Day":	[*If the Settlement Currency **is euro:***
	means
	(a) any day (other than a Saturday or Sunday) on which banks in Frankfurt am Main[, in [●]] [and [●]] [and in the main financial centre of the country where the relevant Paying Agent is located] are open for general business, and
	(b) for the purposes of making payments in EUR, any day (other than a Saturday and Sunday) on which real-time gross settlement system owned and operated by the Eurosystem (T2) (or any successor/replacement system thereto) is open.]
	[*If the Settlement Currency **is not euro:***
	[means

(a) any day (other than a Saturday or Sunday) on which banks in Frankfurt am Main[, in [●]] [and [●]][and in the main financial centre of the country where the relevant Paying Agent is located] are open for general business, and

(b) for the purposes of making payments, any day (other than a Saturday or Sunday) on which [banks in Frankfurt am Main[, in [●]] and] [and [●]] [are] [is] open for general business and on which [banks in Frankfurt am Main can conduct foreign exchange dealings with the country in which the Settlement Currency is the legal tender through mainstream payment systems] [commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency].]

"Base Currency": means [●] [the Base Currency allocated to the Underlying in the table at the end of § 1**]**.

"Bearer": [*For Central Register Securities the following provision apply:*

the registered bearer of the Warrants within the meaning of § 3 (1) in conjunction with 8 (1) No. 1 eWpG (collective safe custody entry) is **[**Clearstream Banking AG, Frankfurt (Mergenthalerallee 61, 65760 Eschborn, Germany)**][●]** in its function as central depository for securities (*Wertpapiersammelbank*).]

"Calculation Agent": means [BNP Paribas Arbitrage S.N.C., 1 rue Laffitte, 75009 Paris, France] [BNP Paribas S.A., 16 boulevard des Italiens, 75009 Paris, France] [BNP Paribas S.A., [London] Branch, [10 Harewood Avenue, London NW1 6AA, United Kingdom] [●]].

"Cash Value Calculation Date": means **[**any Trading Day**][**on which banks in the country where the Reference Source has its registered office are open for general business**][**and**] [**on which **[**the Frankfurt Stock Exchange**] [●]** is scheduled to be open for trading**] [●]**. **[**If **[**(a) trading is scheduled to be shortened at **[**the Frankfurt Stock Exchange**] [●]** on a Trading Day or (b) a Trading Day at the Reference Source is scheduled to be shortened (e.g. on holidays of the country where the Reference Source has its registered office)**] [●]**, the Calculation Agent shall decide at its reasonable discretion (Sec. 317 *BGB*) whether such a day is a Cash Value Calculation Date. If **[**(a) the Trading Day on which trading at **[**the Frankfurt Stock Exchange**] [●]** is shortened as scheduled or (b) the Trading Day that is shortened as scheduled at the Reference Source is, at the reasonable discretion of the Calculation Agent (Sec. 317 *BGB*), a Cash Value Calculation Date, the Calculation Agent shall, in deviation from the provision generally applicable to the Reference Price, determine the Reference Price at its reasonable discretion (Sec. 317 *BGB*), taking into account the then prevailing market conditions.**]] [●]**

"Cash Value Calculation Date$_{(t)}$":	means **[**the respective Trading Day$_{(t)}$**][**on which banks in the country where the Reference Source has its registered office are open for general business**][**and**] [**on which **[**the Frankfurt Stock Exchange**] [●]** is scheduled to be open for trading**] [●]**. **[**If **[**(a) trading is scheduled to be shortened at **[**the Frankfurt Stock Exchange**] [●]** on a Trading Day or (b) the Trading Day$_{(t)}$ at the Reference Source is scheduled to be shortened (e.g. on holidays of the country where the Reference Source has its registered office)**] [●]**, the Calculation Agent shall decide at its reasonable discretion (Sec. 317 *BGB*) whether such a day is a Cash Value Calculation Date$_{(t)}$. If **[**(a) the Trading Day$_{(t)}$ on which trading at **[**the Frankfurt Stock Exchange**] [●]** is shortened as scheduled or (b) the Trading Day$_{(t)}$ that is shortened as scheduled at the Reference Source is, at the reasonable discretion of the Calculation Agent (Sec. 317 *BGB*), a Cash Value Calculation Date$_{(t)}$, the Calculation Agent shall, in deviation from the provision generally applicable to the Reference Price, determine the Reference Price at its reasonable discretion (Sec. 317 *BGB*), taking into account the then prevailing market conditions.**]] [●]**
"Cash Value Calculation Date$_{(t-1)}$":	means the **[**Cash Value Calculation Date**][**Trading Day**][●]** immediately preceding the respective **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**][●]**.
"Cash Value Calculation Time":	means the point in time **[**immediately after determination and publication of the Reference Price**][●]**.
"Cash Value Calculation Time$_{(t)}$":	means the Cash Value Calculation Time **[**on the **[**Cash Value Calculation Date$_{(t)}$**] [**Trading Day$_{(t)}$**]][●]**.
"Cash Value Calculation Time$_{(t-1)}$":	means the Cash Value Calculation Time **[**on the **[**Cash Value Calculation Date$_{(t-1)}$**] [**Trading Day$_{(t-1)}$**]][●]**.
"Cash Value Long Calculation Disruption":	occurs when it is not possible **[**due to **[**a technical issue**][●] [**on the part of **[**the Calculation Agent**] [●]]]** to calculate the Performance of the Underlying required for the determination of the Relevant Cash Value Long or the Cash Value Long.
"Cash Value Short Calculation Disruption":	occurs when it is not possible **[**due to **[**a technical issue**][●] [**on the part of **[**the Calculation Agent**] [●]]]** to calculate the Performance of the Underlying required for the determination of the Relevant Cash Value Short or the Cash Value Short.
"Central Register":	**[**==*For Central Register Securities the following provision apply:*== the electronic securities register maintained by the Registrar pursuant to Sections 7, 12 eWpG.**[●]]**

"Clearing System":	means **[**Clearstream Banking AG, Frankfurt (Mergenthalerallee 61, 65760 Eschborn, Germany)**][**Euroclear France S.A., 66 rue de la Victoire, 75009 Paris, French Republic**][**Euroclear Sweden AB, P.O. Box 191, Klarabergsviadukten 63, 101 23 Stockholm, Kingdom of Sweden**][**Monte Titoli S.p.A., Piazza degli Affari 6, 20123 Milano, Italian Republic**][**Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., Herengracht 459-469, 1017 BS Amsterdam, the Netherlands (Euroclear Netherlands)**][**SIX SIS AG, Baslerstrasse 100, CH-4601 Olten, Switzerland**][**Not applicable, the Warrants will only be recorded in the records of the Intermediary or its securities intermediary accountholders**] **[**Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal**]** or its successor.
"Commercial Rounding":	means the act of rounding a number up or down. If the post-decimal digit to be cut off is 1, 2, 3 or 4, the number is rounded down. If the post-decimal digit to be cut off is 5, 6, 7, 8 or 9, the number is rounded up.
"Cost Rate":	*To be inserted, if applicable, for a[n]* **[UNLIMITED][TURBO] [MINI Future] Short Warrant**:
	The following provisions apply to a[n] [**UNLIMITED**][**TURBO**] [**MINI Future**] **Short Warrant** linked to a performance index: [Subject to other provisions of these Terms and Conditions of the Warrants, in the event that payments of dividends are made for the Index Components included in the [●][index], a deduction shall be made when the Relevant Strike is adjusted. On the ex-date (the date from which the Index Component is quoted "ex dividend"), such amount as is determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) as the [taxes or other] levies and costs incurred in connection with the distribution of the dividend approved by resolution of the general meeting of the stock corporation [by way of reverse charge] shall be deducted in determining the "new" Relevant Strike [, to the extent such [taxes or other] levies and costs cannot be set off].[●]]
"Custodian Agreement":	*The following provisions apply in addition to the provisions applicable to shares as Underlying if* **an American Depositary Receipt, a Global Depositary Receipt or Ordinary Depositary Receipt** *is used as Underlying:*
	means the contract(s) or instrument(s) (as amended) by which the [American Depositary Receipts] [and/or] [Global] Depositary Receipts] [and/or] [Ordinary Depositary Receipts] were created by the depositary bank as issue agent.
"Daily Settlement Price":	means for **[●]** the **[●]**. **[**_If applicable, insert for each Underlying as far as applicable:_ **[●]]**
"Deposited Final Terms and Conditions of the Warrants":	[*For Central Register Securities the following provision apply:*
	means the relevant Final Terms and Conditions of the Warrants deposited at the relevant time by the Issuer with the Registrar for entry in the Central Register, including any deposited amendments made by notice pursuant

to § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).]

"Determination Date": [means [●] [the Determination Date allocated to the Warrant in the table at the end of § 1 [(or, if this day is not a Trading Day, [the following Trading Day] [the last preceding Trading Day]] [the Trading Day preceding the first Cash Value Calculation Date])].]

"Dissolution Period": is a period of [●] [[Trading Hours][●] after occurrence of a Reset Event of the [Cash Value Long(t)] [or] [Cash Value Short(t)] according to para. (3).]] [If the Dissolution Period has not yet expired at the end [●] [of the Trading Day] and the Reset Price of the Underlying has not yet been determined by the Calculation Agent at that time, the Dissolution Period shall end either after the end of that Trading Day if the Calculation Agent is able to determine a Reset Price at its reasonable discretion (Sec. 317 *BGB*) on the basis of sufficient liquidity or on the following Trading Day. [If the Reset Price of the Underlying cannot be determined [due to [a technical problem][●] [on the part of [the Calculation Agent] [●]]], the Dissolution Period shall be extended by the duration of [that problem][●].] [If a Market Disruption (§ 4 para. (●)) relating to the Underlying occurs during the Dissolution Period, the provisions of § 3 shall apply.]

"Div(t)": means the Dividend Adjustment Amount based on the [Cash Value Calculation Date(t)] [Trading Day(t)]. [Within an Observation Period, Div(t) is taken into account only on the ex-date.] [●].

"Dividend": [*If a **share, American Depositary Receipt, Global Depositary Receipt or Ordinary Depositary Receipt** is used as Underlying:*

The following provisions apply to a[n] [**UNLIMITED TURBO**] [**MINI Future**] **Long Warrant**: Subject to other provisions of these Terms and Conditions of the Warrants, in the event that payments of dividends are made on the share [and/or the American Depositary Receipt] [and/or] [the [Global] Depositary Receipt] [and/or] [the Ordinary Depositary Receipt], a deduction shall be made when the Relevant Strike is adjusted. On the ex-date (the date from which the share [and/or the American Depositary Receipt] [and/or] [the [Global] Depositary Receipt] [and/or] [the Ordinary Depositary Receipt] is quoted ex dividend), the net dividend (the dividend approved by resolution of the general meeting of the stock corporation after deduction of any taxes) will be deducted in determining the "new" Relevant Strike.]

[*If a **share, American Depositary Receipt, Global Depositary Receipt or Ordinary Depositary Receipt** is used as Underlying:*

The following provisions apply to a[n] [**UNLIMITED TURBO**] [**MINI Future**] **Short Warrant**: Subject to other provisions of these Terms and Conditions of the Warrants, in the event that payments of dividends are made on the share [and/or the American Depositary Receipt] [and/or] [the [Global] Depositary Receipt] [and/or] [the Ordinary Depositary Receipt], a deduction shall be made when the Relevant Strike is adjusted. On the ex-date (the date from which the share [and/or the American Depositary Receipt] [and/or] [the [Global] Depositary Receipt] [and/or] [the Ordinary

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Depositary Receipt] is quoted ex dividend), the gross dividend (the dividend approved by resolution of the general meeting of the stock corporation before deduction of any taxes) will be deducted in determining the "new" Relevant Strike.]

The following provisions apply to a[n] [**UNLIMITED TURBO**] [**MINI Future**] **Long Warrant** linked to a price index: Subject to other provisions of these Terms and Conditions of the Warrants, in the event that payments of dividends are made for the Index Components included in the index, a deduction shall be made when the Relevant Strike is adjusted. On the ex-date (the date from which the share is quoted ex dividend), the net dividend (the dividend approved by resolution of the general meeting of the stock corporation after deduction of any taxes) will be deducted in determining the "new" Relevant Strike.]

The following provisions apply to a[n] [**UNLIMITED TURBO**] [**MINI Future**] **Short Warrant** linked to a price index: Subject to other provisions of these Terms and Conditions of the Warrants, in the event that payments of dividends are made for the Index Components included in the index, a deduction shall be made when the Relevant Strike is adjusted. On the ex-date (the date from which the share is quoted ex dividend), the gross dividend (the dividend approved by resolution of the general meeting of the stock corporation before deduction of any taxes) will be deducted in determining the "new" Relevant Strike.]

"Dividend Adjustment Amount":

[*For Constant Leverage Long Warrants:*

[**For Constant Leverage Long Warrants:**]

[*The following provision applies if the Underlying **is not an index**: means, in the case of dividend payments on the Underlying, subject to any other provisions of these Terms and Conditions of the Warrants, the net dividend on the ex-date (the date from which the share is quoted "ex Dividend"). The net dividend is the dividend approved by resolution of the general meeting of the stock corporation after deduction of any taxes.*]
[*The following provision applies if the Underlying **is an index**: means, in the case of dividend payments for the Index Components included in the index, subject to any other provisions of these Terms and Conditions of the Warrants, an amount on the ex-date (the date from which the Index Component is quoted "ex dividend") which is determined by the Calculation Agent at its reasonable discretion (Sec. 317 BGB) as net dividend according to the weighting of the Index Component concerned and the dividend approved by resolution of the general meeting of the stock corporation after deduction of any taxes or other costs retained.*]]

[*For Constant Leverage Short Warrants:*

[**For Constant Leverage Short Warrants:**]

[*The following provision applies if the Underlying **is not an index**: means, in the case of dividend payments on the Underlying, subject to any other provisions of these Terms and Conditions of the Warrants, the gross*

dividend on the ex-date (the date from which the share is quoted "ex Dividend"). The gross dividend is the dividend approved by resolution of the general meeting of the stock corporation before deduction of any taxes.**] [**_The following provision applies if the Underlying **is an index**_: means, in the case of dividend payments for the Index Components included in the index, subject to any other provisions of these Terms and Conditions of the Warrants, an amount on the ex-date (the date from which the Index Component is quoted "ex dividend") which is determined by the Calculation Agent at its reasonable discretion (Sec. 317 _BGB_) as gross dividend according to the weighting of the Index Component concerned and the dividend approved by resolution of the general meeting of the stock corporation before deduction of any taxes or other costs retained.**]]**

"Dividend Cost Rate":

[For a[n] [**UNLIMITED TURBO**][**MINI Future**] Long Warrant, if a performance index linked to shares is used as Underlying:

The following provisions apply to a[n] [**UNLIMITED TURBO**] [**MINI Future**] **Long Warrant** linked to a performance index: [Subject to other provisions of these Terms and Conditions of the Warrants, in the event that dividend payments are made for the Index Components included in the [index] [●], the Relevant Strike shall be adjusted. On the ex-date (the date from which the Index Components is quoted "ex dividend"), such amount as is determined by the Calculation Agent at its reasonable discretion (Sec. 317 _BGB_) as the taxes or other levies and costs incurred in connection with the distribution of the dividend approved by resolution of the general meeting of the stock corporation [by way of reverse charge shall be added to the "new" Relevant Strike when the latter is determined][, to the extent that such taxes or other levies and costs cannot be set off].[●]]

[For Constant Leverage Warrants the following provisions apply, if appropriate:

In the case of dividend payments for Index Components included in the index, subject to any other provisions of these Terms and Conditions of the Warrants, the Reference Price on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]** will be adjusted when determining the performance by an amount as determined by the Calculation Agent within its reasonable discretion pursuant to Sec. 317 BGB as the taxes or other levies and costs incurred in connection with the distribution of the dividend approved by resolution of the general meeting of the stock corporation **[**by way of reverse charge**][●]** on the ex-date (the date from which the Index Component is quoted "ex dividend")**[**, to the extent that such taxes or other levies and costs cannot be set off**] [●].]**

"DIVK(t)":

means the Dividend Cost Rate based on the **[**Cash Value Calculation Date(t)**] [**Trading Day(t)**]**. **[**Within an Observation Period, DIVK(t) will only be taken into account on the ex-date.**] [●]**.

"EDSP":

If the **Reference Price** is the **Exchange Delivery Settlement Price**:

means, with respect to the CAC 40® Index (price index), the Exchange Delivery Settlement Price calculated and published by the Futures Exchange **[**on each Trading Day**] [**on each Cash Value Calculation Date**]**

[and] on the Valuation Date, the latter to be understood as the average of the index calculations of the CAC 40® Index (price index) currently determined and disseminated in the period from [●] [3.40pm to 4.00pm] (Paris local time).

"Emerging Market Country Market Disruption":	means the following event or circumstance:

(a)   a general moratorium on banking activities is imposed in the country where **[**the **[**relevant**]** Index Exchange**]** **[,][**or**]** **[**the **[**relevant**]** **[**Reference Source**]** **[**or**]** **[**the **[**relevant**]** **[**Futures Exchange**]** for the Underlying or the main financial centre of the Relevant Currency is located; or

(b)   it becomes impossible to obtain the Relevant Currency Exchange Rate in the interbank market on a relevant date; or

(c)   an event of default, termination event or similar circumstance or event howsoever described occurs in relation to securities issued by a Government Agency, payment obligations of or guaranteed by a Government Agency, in particular (A) (not taking into account any grace periods which may be available) failure to pay the principal, interest or other amounts due in respect of issued or guaranteed securities or payment obligations owed or guaranteed on time and in full, (B) imposition of a moratorium, freeze, waiver, deferral, refusal of payment or restructuring of principal, interest or other amounts due in respect of issued or guaranteed securities or payment obligations owed or guaranteed, or (C) amendments or additions, without the consent of all creditors of the obligation concerned, to the terms of payment of principal, interest and other amounts due in respect of issued or guaranteed securities or payment obligations owed or guaranteed. The presence or occurrence of an event of default, termination event or similar circumstance or event is established regardless of the fact that the Government Agency does not have the authority or is unable, or claims to lack authority or ability to issue or agree the securities, payment obligations or guarantees concerned; or**]**

[([●])   an event occurs (A) that makes it generally impossible to convert the currencies converted in the Relevant Currency Exchange Rate using the lawful process commonly used in the main financial centre of the Relevant Currency; or (B) that makes it generally impossible to transfer the Relevant Currency from bank accounts in the country where the main financial centre of the Relevant Currency is located to bank accounts outside that jurisdiction, or between bank accounts in that jurisdiction, or to a party not resident in that jurisdiction/a foreign party; or**]**

[([●])   expropriation, confiscation, seizure, nationalisation or other action of a Government Agency by which the Issuer (or any company affiliated with it) is deprived of all or substantially all assets in the country where the main financial centre of the

Relevant Currency is located; or**]**

[([●]) it is impossible to obtain a binding offer for the Relevant Currency Exchange Rate to exchange an amount the Calculation Agent deems necessary to fulfil its obligations under these Warrants; or**]**

[([●]) the legal environment in the country where the main financial centre of the Relevant Currency is located changes in a manner that could affect ownership of the Relevant Currency or its transferability; or**]**

[([●]) any tax and/or penalty charge is levied in the country where the main financial centre of the Relevant Currency is located; or**]**

[([●]) insufficient availability of the Settlement Currency in the country where the main financial centre of the Relevant Currency is located or, if the Settlement Currency is the same as the Relevant Currency, insufficient availability of the Relevant Currency in the main financial centre of any other applicable currency; or**]**

[([●]) another event occurs which is similar to any of the events listed above and makes it impossible (or practically impossible) for the Issuer to fulfil its obligations under the Warrants.**]**

"Exchange Business Day":	means any day on which the exchange on which the Warrants listed in the table at the end of § 1 is open for trading.
"Exercise Date":	means [●] [the last Bank Business Day of each month, starting on [●]].
"Expiry Date":	*To be inserted, if applicable, if a **futures contract** is used as Underlying:*
	[means the date on which the respective Relevant Futures Contract expires.] [●]
"Final Cash Settlement Price":	[*To be inserted, if applicable, if the **Reference Price** is the **Final Cash Settlement Price**:*
	[means [●].]
	[means, with respect to the S&P 500®, the Settlement Price determined and published by the Futures Exchange **[**on each Trading Day**]** **[**on each Cash Value Calculation Date**]** **[**and **]**on the Valuation Date (S&P 500 (SET)) for the [option contracts] [●] [futures contracts] linked to the Underlying. This price depends on the opening prices (Special Opening Quotation (SOQ)) determined on the principal stock exchange(s) on the Valuation Date **[**on the [respective] **[**Trading Day**]** **[**calculation date**]** **[**and**]** **[**on the Valuation Date**]** **[●]]** or the prices of the Index Components included in the index last traded on the preceding Trading Day.]
	[means, with respect to the Nasdaq-100 Index®, the Settlement Price determined and published by the Futures Exchange **[**on each Trading Day**]** **[**on each Cash Value Calculation Date**]** **[**and**]** on the Valuation Date (Nasdaq-100 (NDS)) for the [option contracts] [●] [futures contracts] linked to the Underlying. This price depends on the opening prices (Special

Opening Quotation (SOQ)) determined on the principal stock exchange on the Valuation Date **[**on the respective **[**Trading Day**]** **[**calculation date**]** **[**and**]** **[**on the Valuation Date**]** **[●]]** or the prices of the Index Components included in the index last traded on the preceding Trading Day.**]**

"Final Settlement Price":

*If an **index** is used as Underlying and the **Reference Price** is the **Final Settlement Price**:*

means the price for the Underlying determined and published on the Valuation Date by the Futures Exchange. This price depends on the average of the index calculations at a time determined by the Futures Exchange for the day concerned.

"Financing Component$_{(t)}$":

[*For Constant Leverage Long Warrants:*

[***For Constant Leverage Long Warrants:***]

means an amount equal to the financing costs of the Issuer or of the Calculation Agent which is taken into account on each Cash Value Calculation Date$_{(t)}$ in determining the Cash Value Long$_{(t)}$. The Financing Component is usually mathematically negative and will reduce the Cash Value Long or the Relevant Cash Value Long accordingly. It is calculated as follows:

[*For a **share or Depositary Receipt**, the following provision applies:*

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Long$_{(t-1)}$,

(C)   the sum of

(a)   the difference of the Leverage Factor and 1 (in words: one) multiplied by the sum of the Reference Rate in relation to the last preceding **[**Cash Value Calculation Date$_{(t-1)}$**][**Trading Day$_{(t-1)}$**][●]** and the Interest Margin, and

(b)   the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding **[**Cash Value Calculation Date$_{(t-1)}$**][**Trading Day$_{(t-1)}$**][●]** and the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**][●]**,

expressed as a formula as follows:

Financing Component$_{(t)}$ = − Cash Value Long$_{(t-1)}$ * ((Leverage Factor − 1) * (Reference Rate$_{(t-1)}$ + Interest Margin) + Leverage Factor * (Hedging Cost + Administration Fee)) * Interest Period$_{(t-1,t)}$] [●]

]

[*The following formula applies in the case of a **futures contract**:*

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Long$_{(t-1)}$,

(C)   the sum of

(a)   the negative value of the difference between the Reference Rate in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the Interest Margin, and

(b)   the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\text{ Cash Value Long}_{(t-1)} * (-(\text{Reference Rate}_{(t-1)} - \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)}] [●]]$$

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Long$_{(t-1)}$,

(C)   the sum of

(a)   the difference of the Leverage Factor and 1 (in words: one) multiplied by the sum of the Reference Rate in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the Interest Margin, and

(b)   the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\text{ Cash Value Long}_{(t-1)} * ((\text{Leverage Factor} - 1) * (\text{Reference Rate}_{(t-1)} + \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)}] [●]]$$

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Long$_{(t-1)}$,

(C)   the sum of

(a) the negative value of Reference Rate 1 in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●], plus the product of the Leverage Factor and:

(1) Reference Rate 1 in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●]

(2) less Reference Rate 2 in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●]

(3) plus the Interest Margin, and

(b) the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\ \text{Cash Value Long}_{(t-1)} * (-\ \text{Reference Rate 1}_{(t-1)} + \text{Leverage Factor} * (\text{Reference Rate 1}_{(t-1)} - \text{Reference Rate 2}_{(t-1)} + \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)}]\ [●]$$

]

wherein

[**"Reference Rate$_{(t-1)}$"**: means the Reference Rate [in relation to the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on a day before the [Determination Date][first Cash Value Calculation Date$_{(t)}$][●], the Reference Rate in relation to [the Determination Date]][●].]

[**"Reference Rate 1$_{(t-1)}$"**: means Reference Rate 1 [(of the Reference Currency)][●] [in relation to the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on a day before the [Determination Date][first Cash Value Calculation Date$_{(t)}$][●], Reference Rate 1 in relation to [the Determination Date]][●].]

[**"Reference Rate 2$_{(t-1)}$"**: means Reference Rate 2 [(of the Base Currency)][●] [in relation to the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on a day before the [Determination Date][first Cash Value Calculation Date$_{(t)}$][●], Reference Rate 2 in relation to [the Determination Date]][●].]

"Interest Period$_{(t-1,t)}$": means [the number of calendar days between the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] ([inclusive][exclusive]) or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading

Day$_{(t-1)}$][●] falls on [the Determination Date][the first Cash Value Calculation Date$_{(t)}$][the first Trading Day$_{(t)}$][●], between [the Determination Date][●] ([inclusive] [exclusive]) and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●] ([inclusive] [exclusive]), divided by [360]][●].

"Interest Margin": means the Interest Margin [in relation to the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$]][●].

"Hedging Cost": means the Hedging Cost [in relation to the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$]][●].

"Administration Fee": means the Administration Fee [in relation to the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$]][●].]

[*For Constant Leverage Short Warrants:*

[*For Constant Leverage Short Warrants:*]

means an amount equal to the financing costs of the Issuer or of the Calculation Agent which is taken into account on each Cash Value Calculation Date$_{(t)}$ in determining the Cash Value Short$_{(t)}$. The Financing Component is usually mathematically negative and will reduce the Cash Value Short or the Relevant Cash Value Short accordingly. It is calculated as follows:

[*For a **share or Depositary Receipt**, the following provision applies:*

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Short$_{(t-1)}$,

(C)   the sum of

    (a)   the difference of the negative Leverage Factor and 1 (in words: one) multiplied by the difference of the Reference Rate in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the Interest Margin, and

    (b)   the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\text{ Cash Value Short}_{(t-1)} * ((-\text{ Leverage Factor} - 1) * (\text{Reference Rate}_{(t-1)} - \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)}]$$

[●]]

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Short$_{(t-1)}$,

(C)   the sum of

(a) the negative value of the difference between the Reference Rate in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the Interest Margin, and

(b) the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\text{ Cash Value Short}_{(t-1)} * (-(\text{Reference Rate}_{(t-1)} - \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)}\ [●]]$$

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Short$_{(t-1)}$,

(C)   the sum of

(a) the difference of the negative Leverage Factor and 1 (in words: one) multiplied by the difference of the Reference Rate in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the Interest Margin, and

(b) the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\text{ Cash Value Short}_{(t-1)} * ((-\text{Leverage Factor} - 1) * (\text{Reference Rate}_{(t-1)} - \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)}$$
$$[●]]$$

[The product of

(A)   −1 (in words: minus one),

(B)   the Cash Value Short$_{(t-1)}$,

(C)   the sum of

  (a) the negative value of Reference Rate 1 in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●], less the product of the Leverage Factor and:

   (1) Reference Rate 1 in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●]

   (2) less Reference Rate 2 in relation to the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●]

   (3) less the Interest Margin, and

  (b) the product of (i) the Leverage Factor and (ii) the sum of the Hedging Cost and the Administration Fee, and

(D)   the interest period between the last preceding [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●],

expressed as a formula as follows:

$$\text{Financing Component}_{(t)} = -\text{ Cash Value Short}_{(t-1)} * (-\text{ Reference Rate 1}_{(t-1)} - \text{Leverage Factor} * (\text{Reference Rate 1}_{(t-1)} - \text{Reference Rate 2}_{(t-1)} - \text{Interest Margin}) + \text{Leverage Factor} * (\text{Hedging Cost} + \text{Administration Fee})) * \text{Interest Period}_{(t-1,t)} \, [●]]$$

wherein

["**Reference Rate$_{(t-1)}$**": means the Reference Rate [in relation to the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on a day before the [Determination Date][first Cash Value Calculation Date$_{(t)}$][●], the Reference Rate in relation to [the Determination Date]][●].]

["**Reference Rate 1$_{(t-1)}$**": means Reference Rate 1 [(of the Reference Currency)][●] [in relation to the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on a day before the [Determination Date][first Cash Value Calculation Date$_{(t)}$][●], Reference Rate 1 in relation to [the Determination Date]][●].]

["**Reference Rate 2$_{(t-1)}$**": means Reference Rate 2 [(of the Base Currency)][●] [in relation to the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on a day before the [Determination Date][first Cash Value Calculation Date$_{(t)}$][●], Reference Rate 2 in relation to [the Determination Date]][●].]

"Interest Period$_{(t-1,t)}$": means [the number of calendar days between the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] ([inclusive][exclusive]) or, if the [Cash Value Calculation Date$_{(t-1)}$][Trading Day$_{(t-1)}$][●] falls on [the Determination Date][the first Cash Value Calculation Date$_{(t)}$][the first Trading Day$_{(t)}$][●], between [the Determination Date][●] ([inclusive] [exclusive]) and the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$][●] ([inclusive] [exclusive]), divided by [360]][●].

"Interest Margin": means the Interest Margin [in relation to the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$]][●].

"Hedging Cost": means the Hedging Cost [in relation to the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$]][●].

"Administration Fee": means the Administration Fee [in relation to the [Cash Value Calculation Date$_{(t)}$][Trading Day$_{(t)}$]][●].]

"Financing Period":

[*If a **currency exchange rate** is used as Underlying:*

means the period from the time when the Relevant Strike was last redetermined – not taking into account the time of the current adjustment of the Relevant Strike – until the time immediately before the current adjustment of the Relevant Strike.]

[*To be inserted, if applicable, if a **share, American Depositary Receipt, Global Depositary Receipt, Ordinary Depositary Receipt, index, metal, commodity** or **futures contract** is used as Underlying:*

means the period between the day on which the Reference Rate was last redetermined and published (including) – not taking into account the day of the current adjustment of the Relevant Strike – until the day of the current adjustment of the Relevant Strike (excluding).]

"Financing Spread": means the Financing Spread allocated to the respective Warrant. The Initial Financing Spread is the Financing Spread allocated in the table at the end of § 1 (the **"Initial Financing Spread"**). The Calculation Agent shall have the right to redetermine the Financing Spread, including the Initial Financing Spread [on any Exchange Business Day] [on any Trading Day] [●] at its reasonable discretion (Sec. 317 *BGB*) within a range specified for each Warrant in the table at the end of § 1 (deviation of (+) or (-), respectively) taking into account the respective market conditions (including the market interest level and market expectations of interest rates). The adjusted rate shall be published without undue delay in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

"First Notice Day": *To be inserted, if applicable, if a **futures contract** is used as Underlying:*

means the first day on which the respective Underlying can be declared due and payable and the respective counterparties have to deliver the relevant Underlying. The point in time when this First Notice Day occurs depends on the respective Reference Source and the Underlying used.

"Foreign Currency": means any currency other than EUR.

"Futures Contract New":	<mark>*To be inserted, if applicable, if a futures contract is used as Underlying:*</mark>
	means a futures contract having a later Expiry Date but otherwise the same specifications as the Relevant Futures Contract to be replaced.
"Futures Exchange":	<mark>*If an **index, share, American Depositary Receipt, Global Depositary Receipt or Ordinary Depositary Receipt** is used as Underlying*</mark>:
	means [●] [the Futures Exchange allocated to the Underlying in the table at the end of § 1].
"Government Agency":	means any *de facto* or *de jure* government agency (or any authority or institution of such an agency, any court or tribunal, any administration or government office) or any other private or public body entrusted with the regulation of financial markets (including the central bank) of the country where the main financial centre of any of the currencies used to define the Relevant Currency Exchange Rate is located.
"Hedging Cost":	means **[●] [**a percentage that can be determined by the Calculation Agent within **[**a range between **[●]**% p.a. and **[●]**% p.a.**] [**the **"Hedging Cost Range"** allocated in the table at the end of § 1**]]**. The Calculation Agent shall be entitled, within its reasonable discretion, to adjust the Hedging Cost **[**within the Hedging Cost Range**]** on each **[**Exchange Business Day**][●],** taking into account the respective market conditions. **[**The initial Hedging Cost shall be **[[●]**% p.a.**] [**the **"Initial Hedging Cost"** allocated in the table at the end of § 1**].] [**The Issuer shall in each case publish the adjusted Hedging Cost without undue delay in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**
"Index Components":	[*If an **index** is used as Underlying:*
	[means the components on which the Underlying is based.]]
"Index Exchange":	[*If an **index** is used as Underlying:*
	means the securities exchanges/trading systems on which the [securities] [Index Components] included in the index and referred to by the Reference Source in order to calculate the index are traded.]
"Initial Cash Value Long":	means **[●] [**the Initial Cash Value Long allocated to the Warrant in the table at the end of § 1**]**.
"Initial Cash Value Short":	means **[●] [**the Initial Cash Value Short allocated to the Warrant in the table at the end of § 1**]**.
"Initial Strike":	means [●] [the Initial Strike allocated to the Warrant in the table at the end of § 1 and which is used for the purpose of calculating the Relevant Strike in the course of the first adjustment].

"Interest Margin":	means **[●] [**a percentage that can be determined by the Calculation Agent within **[**a range between **[●]**% p.a. and **[●]**% p.a.**] [**the **"Interest Margin Range"** allocated in the table at the end of § 1**]]**. The Calculation Agent shall have the right to adjust the Interest Margin within the range at its reasonable discretion on each Exchange Business Day, taking into account the respective market conditions. **[**The initial Interest Margin shall be **[[●]**% p.a.**] [**the **"Initial Interest Margin"** allocated in the table at the end of § 1.**]] [**The Issuer shall, in each case, publish the adjusted Interest Margin without undue delay in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]]**
"Knock-Out Barrier":	means [●] [the Knock-Out Barrier allocated to the Warrant in the table at the end of § 1].
"Knock-Out Event":	[*For a[n]* ***[UNLIMITED] TURBO Long Warrant***: means [for a[n] [**UNLIMITED**] **TURBO Long Warrant**] the event when the Observation Price reaches or falls below [the Knock-Out Barrier] [the Relevant Strike] [during the Observation Period].] [*For a[n]* ***[UNLIMITED] TURBO Short Warrant***: means [for a[n] [**UNLIMITED**] **TURBO Short Warrant**] the event when the Observation Price reaches or exceeds [the Knock-Out Barrier] [the Relevant Strike] [during the Observation Period].]
"Last Trade Day":	means the last Trading Day of the Underlying at the respective Reference Source.
"Leverage Factor":	means [●] [the Leverage Factor allocated to the Warrant in the table at the end of § 1**]**.
"Maximum Price":	*In the event of a **Discount Call Warrant**:* means [in the event of a **Discount Call** Warrant] the Maximum Price allocated to the Warrant in the table at the end of § 1.
"Minimum Price":	*In the event of a **Discount Put** Warrant:* means [in the event of a **Discount Put** Warrant] the Minimum Price allocated to the Warrant in the table at the end of § 1.
"Observation Day[s]":	**[***If the Observation Price is determined on one or more **Observation Days**:* **[**is**][**are**] [●] [[**the**]** Observation Day**[**s**]** allocated in the table at the end of § 1**]**.
"Observation Period":	[*For Warrants other than Constant Leverage Warrants the following provisions apply, as appropriate:* [*If the Observation Period is **continuous**:*

[means the Observation Period allocated to the Warrant in the table at the end of § 1.]

The Observation Period begins [on [●],] at the time when the first price defined under "Observation Price" is available, and ends upon determination of the Reference Price [or the [Knock-Out Event] [Stop-Loss Event]] ([each] inclusive).

§ 4 applies *mutatis mutandis* to the beginning of the Observation Period. [If a price of the Underlying defined under "Observation Price" is not determined at the beginning of the Observation Period and there is no Market Disruption as defined in § 4, the Observation Period begins as soon as such a price has been determined for the Observation Period.]]

[*If the Observation Period is **divided into different phases**:*

means from [●] to [●] (each inclusive) on any Trading Day. The first Observation Period shall begin at [●] on [●].

The first and any subsequent Observation Period ends [●] or upon determination of the Reference Price [or of the [Knock-Out Event] [Stop-Loss Event]] ([each] inclusive).

§ 4 applies *mutatis mutandis* to the beginning of the Observation Period. [If a price of the Underlying defined under "Observation Price" is not determined at the beginning of the Observation Period and there is no Market Disruption as defined in § 4, the Observation Period begins as soon as such a price has been determined for the Observation Period concerned.]]

[*For Constant Leverage Warrants the following provisions apply, as appropriate:*

[*If the Observation Period is **continuous**, the following provision shall apply, if applicable:*

means [●] [the period allocated to the Warrant as Observation Period in the table at the end of § 1].

The Observation Period shall begin [[at [●] hrs] on the [Determination Date] [Trading Day following the Determination Date] [●]]] [when the first price specified under "Observation Price" is available] and shall end [in the event that the Warrants are terminated by ordinary termination by the Issuer] [upon determination of the Reference Price (including) on the Valuation Date] [●].

§ 4 applies *mutatis mutandis* to the beginning of the Observation Period.]

[*If the Observation Period is **divided into separate periods**, the following provision shall apply, if applicable:*

is [●] the period between the Cash Value Calculation Time(t-1) and the Cash Value Calculation Time(t) [on any Trading Day from [●] to [●] (inclusive, respectively)] [[in relation to a Trading Day(t)]]. The first Observation Period shall begin at [[●] hrs] [●] on [the Determination Date] [the Trading Day following the Determination Date] [●].

[The first and any following Observation Period shall end [[●] [or] [upon determination of the Reference Price (inclusive)] [●].]

§ 4 applies *mutatis mutandis* to the beginning of the Observation Period. If a price of the Underlying defined under "Observation Price" is not determined at the beginning of the Observation Period and there is no Market Disruption as defined in § 4, the Observation Period begins as soon as such a price has been determined for the Observation Period concerned.

[§ 4 applies *mutatis mutandis* to the end of the Observation Period.**]]]**

"Observation Price":

[*For Warrants other than Constant Leverage Warrants the following provisions apply, as appropriate:*

[*If the **Reference Source** is referred to as a basis and **observation is continuous**:*

means any price [of the Underlying] determined and published by the Reference Source during the Observation Period as the official price[, starting with the [official opening price] [first price officially determined at the beginning of the Observation Period]] [●].]

[*If the **Reference Source** is referred to as a basis and the mode of observation is once*:

means the price of the Underlying determined and published by the Reference Source on the Valuation Date as the [official closing price] [●].]

[*If the **Calculation Agent** is referred to as a basis and **observation is continuous**:*

means any [●] [price] of the Underlying as determined by the Calculation Agent and published on [●] as set out in the table at the end of § 1 during the Observation Period.]

[*If the **Calculation Agent** is referred to as a basis and the mode of observation is once*:

means the [●] [price] of the Underlying determined by the Calculation Agent and published on [●] as set out in the table at the end of § 1 on the Valuation Date.]]

[*For Constant Leverage Warrants the following provisions apply, as appropriate:*

[*If the **Reference Source** is referred to as a basis, **the following provision shall apply, if applicable**:*

means **[●] [**any **[●][**price**]** of the Underlying**]** determined by the **[**Reference Source**][**Reference Source for the Observation Price**]** during the Observation Period**][[**on the**][**on an**]** Observation Day**]** as the official **[●][**price**] [**, starting with the **[**official opening price**][**first **[●][**price**]** officially determined at the beginning of the Observation Period**][●]]** and published **[**on the **[**website**] [**screen page**] [●]]** listed in the table at the end of § 1.]

[*If the **Calculation Agent** is referred to as a basis, **the following provision shall apply, if applicable**:*

means **[●] [**any **[●][**price**]** of the Underlying**][**the **[**on the**][**on any**]** Observation Day**]** published during the Observation Period**]** on the

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	[website] [screen page**] [●]** listed in the table at the end of § 1 and determined by the Calculation Agent.**]]**
"Ordinary Termination Date":	means **[●][**, at the earliest [at] [on] **[●] [●]] [**(or, if this day is not a **[Bank Business Day] [●]**, the [immediately] following **[Bank Business Day] [●]**)].

"Performance of the Underlying(t)":

[*For Constant Leverage Long Warrants:*]

is, subject to a Reset Event of the Cash Value Long according to para. (3), in relation to a **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]**, the quotient of (i) **[**the **[**sum**][**difference**]** of**][**the**]** Reference Price on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●] [**and the Dividend Adjustment Amount on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]] [**and the Dividend Cost Rate on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]]** and (ii) **[**the sum of**]** the Reference Price on the **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**][●] [**and the Roll-Over Costs(t-1)**]**, (iii) the result less 1 (in words: one):

$$\text{[(]Reference Price}_{(t)} \text{ [+ Div}_{(t)}\text{][- DIVK}_{(t)}\text{][+ DIVK}_{(t)}\text{][)] / [(]Reference Price}_{(t-1)} \text{ [+ Roll-Over Costs}_{(t-1)}\text{][)] − 1]}$$

[*For Constant Leverage Short Warrants:*]

is, subject to a Reset Event of the Cash Value Short according to para. (3), in relation to a **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]**, the quotient of (i) **[**the **[**sum**][**difference**]** of**][**the**]** Reference Price on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●] [**and the Dividend Adjustment Amount on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]] [**and the Dividend Cost Rate on the **[**Cash Value Calculation Date(t)**][**Trading Day(t)**][●]]** and (ii) **[**the sum of**]** the Reference Price on the **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**][●] [**and the Roll-Over Costs(t-1)**]**, (iii) the result less 1 (in words: one):

$$\text{[(]Reference Price}_{(t)} \text{ [+ Div}_{(t)}\text{][- DIVK}_{(t)}\text{][+ DIVK}_{(t)}\text{][)] / [(]Reference Price}_{(t-1)} \text{ [+ Roll-Over Costs}_{(t-1)}\text{][)] − 1]}$$

"Ratio ('R')":	means **[●]** [the Ratio allocated to the Warrant in the table at the end of § 1 and expressed as a decimal].
"Reference Currency":	means **[●]** [the Reference Currency allocated to the Underlying in the table at the end of § 1].
"Reference Price":	

means [for all Underlyings listed on the Borsa Italiana] the price of the Underlying [●] [determined] [by the Reference Source] on the Valuation Date as [closing price] [(Reference Close)] [●] [currently at [●] [[●] local time]] [and] published [on the website listed in the table at the end of § 1.]

[means [for all Underlyings not listed on the Borsa Italiana] the price of the Underlying [●] [determined] [by the Reference Source] on the Valuation Date as [closing price] [(Reference Close)] [●] [currently at [●] [[●] local time]] [and] published [on the website listed in the table at the end of § 1].]

[means the closing price of the **DAX® performance index** determined and published by the Reference Source on the Valuation Date in the electronic trading system Xetra. [If the closing price of the **DAX® performance index** is not determined on that day and there is no Market Disruption as defined in § 4, the price of the **DAX® performance index** determined and published by the Reference Source as closing price on the following Trading Day shall be the Reference Price.]

[In determining the Reference Price, one index point equals [one monetary unit of the [respective] Reference Currency] [one euro] [●].]]

means the [adjustment value] [Final Settlement Price] [EDSP] [Final Cash Settlement Price] [●] for [option contracts] [●] [futures contracts] linked to the Underlying [●] determined and published by the Futures Exchange on the Valuation Date [taking into account a [multiplier] [●]].]

[To be inserted, if applicable, if the metal **Gold** is used as Underlying]:

[If Gold is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a[n] "[LBMA Gold Price PM][●]" is thus not published, the "[LBMA Gold Price AM][●]" published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[To be inserted, if applicable, if the metal **Palladium** is used as Underlying]:

[If Palladium is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a[n] "[LBMA Palladium Price PM][●]" is thus not published, the "[LBMA Palladium Price AM][●]" published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[To be inserted, if applicable, if the metal **Platinum** is used as Underlying]:

[If Platinum is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a[n] "[LBMA Platinum Price PM][●]" is thus not published, the "[LBMA Platinum Price AM][●]" published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[If [●] is used as the Underlying and][, if][If no price is determined in the afternoon of the Valuation Date and a[n] "[●]" is thus not published, the "[●]" [determined and] published [by the Reference Source] in the morning of the Valuation Date shall be the Reference Price.]

means, with respect to EUR/Foreign Currency exchange rate pairs, [the official currency exchange rate [●] determined in each case by the Reference Source on the Valuation Date.] [the price of the Underlying [[determined] by the] [Calculation Agent] [Reference Source] [[at] [at or around] [●] hrs [([Frankfurt am Main][●] local time)]] [and] published [on the website [●] listed [in the table at the end of § 1].] [the price for EUR [●] into the Foreign Currency actually traded on the *International Interbank Spot Market* on a day at about [●] hrs [([Frankfurt am Main][●] local time)].][●]]

[If the Reference Source does not determine and publish a currency exchange rate for Foreign Currency 1/Foreign Currency 2 on a regular basis,] [[T][t]he Reference Price for Foreign Currency 1/Foreign Currency 2 currency exchange rate pairs [is determined by the Calculation Agent on the basis of the [official] currency exchange rates determined by [the Reference Source][●] on the Valuation Date for EUR/Foreign Currency 1 and EUR/Foreign Currency 2.]

[It is calculated by dividing the currency exchange rate for EUR/Foreign Currency 2 by the currency exchange rate for EUR/Foreign Currency 1.

$$\frac{\text{Currency exchange rate for EUR / Foreign Currency 2}}{\text{Currency exchange rate for EUR / Foreign Currency 1}}$$

] [If the Reference Source determines and publishes a currency exchange rate for Foreign Currency 1/Foreign Currency 2 on a regular basis, the Reference Price shall be the price of the Underlying determined by the Reference Source at [2.00pm] [●] hrs ([Frankfurt am Main] [●] local time) and published [on the website] [●] [listed in the table at the end of § 1].] [means [the price of the Underlying [determined] [by the] [Calculation Agent] [Reference Source] [[at] [at or around] [●] hrs [([Frankfurt am Main][●] local time)]] [and] published [on the website [●] [listed in the table at the end of § 1].] [the price for Foreign Currency 1 into Foreign Currency 2 actually traded on the *International Interbank Spot Market* on a day at about [●] hrs [([Frankfurt am Main][●] local time)].][●]]

[If the Reference Price is not determined on that day and there is no Market Disruption as defined in § 4, and the Reference Price is

[[(a)] the [closing price][●], the price [determined and] published by the Reference Source as [closing price][●] on the following Trading Day shall be deemed the Reference Price[.] [,] [and/or]]

[[(b)] the [adjustment value] [Final Settlement Price] [EDSP] [Final Cash Settlement Price] [●] [determined and published] [by the

[respective] Futures Exchange [●]] [taking into account a [multiplier]], the rule of the [Futures Exchange] [Reference Source] (e.g. rescheduling to an earlier available day in the case of holidays)] shall apply to the determination of the Reference Price.

[If the Reference Price is not determined on the Valuation Date and there is no Market Disruption as defined in § 4, the determination of the Reference Price shall be postponed to the following Trading Day.]]

If the Reference Price is not determined on the Valuation Date and there is no Market Disruption as defined in § 4, the provision to be applied for the Valuation Date shall apply.]

In determining the Reference Price, one [index point] [point] [percentage point] equals [one monetary unit of the [respective] Reference Currency] [●].]]

[means[, subject to the provision regarding [the Cash Value Calculation Date or the Cash Value Calculation Date$_{(t)}$,] [the Determination Date] [or] [●]] [●]

[for [all Underlyings listed on the Borsa Italiana,][insert name of the Underlying: [●]]] [●] [the [price][●] of the Underlying] [the first [offer price] [●] of the Underlying] [specified in more detail for the [respective] Underlying in the table at the end of § 1 under "Reference Price"] [determined] by the Reference Source [as [●] [closing price] [closing price (Reference Close)] [Final Settlement Price] [Daily Settlement Price] [Settlement Price [(Daily Settlement)]] [EDSP] [Final Cash Settlement Price] [●] after [●] hrs [[●] local time)] [●]] [on the Valuation Date][on each [Cash Value Calculation Date][Trading Day]] [(price currently determined at [●] hrs [([●] local time)])] [and] published [on the website listed in the table at the end of § 1].] [*If applicable, insert for each Underlying:* [●]]

[for [all Underlyings not listed on the Borsa Italiana,][insert name of the Underlying: [●]]] [●] [the [price][●] of the Underlying] [the first [offer price] [●] of the Underlying] [specified in more detail for the [respective] Underlying in the table at the end of § 1 under "Reference Price"] [determined] by the Reference Source [as [●] [closing price [(Reference Close)]]] [Final Settlement Price] [Daily Settlement Price] [Settlement

Price [(Daily Settlement)]] [EDSP] [Final Cash Settlement Price] [●] after [●] hrs [[●] local time)] [●]] [on the Valuation Date][on each [Cash Value Calculation Date][Trading Day]] [(price currently determined at [●] hrs [([●] local time)])] [and] published [on the website listed in the table at the end of § 1].] [*If applicable, insert for each Underlying:* [●]]

[*If a **Futures Exchange** is referred to as a basis, the following provision shall apply, if applicable:*

[●] [the [Final Settlement Price] [Daily Settlement Price] [Settlement Price [(Daily Settlement)]] [EDSP] [Final Cash Settlement Price] determined and published by the Futures Exchange [on the Valuation Date][on each [Cash Value Calculation Date][Trading Day]] [●] [(price currently determined at [●] hrs [([●] local time)])] for [option contracts] [●] [futures contracts] linked to the Underlying].]

[*The following **postponement provision applies** if applicable:*

If the Reference Price [for [the share] [the American Depositary Receipt] [the [Global] Depositary Receipt] [the Ordinary Depositary Receipt] [the index] [the futures contract] [the currency exchange rate]] is not determined on that day, this shall not constitute a Market Disruption as defined in § 4 [and the Reference Price

[[(a)] the [closing price][●], the price [determined and] published by the Reference Source as [closing price][●] on the following Trading Day shall be deemed the Reference Price[.] [,] [and/or]]

[[(b)] the [Final Settlement Price] [or the] [Daily Settlement Price] [or the] [Settlement Price [(Daily Settlement)]] [or the] [EDSP] [or the] [Final Cash Settlement Price] [●]], the rule of the [Futures Exchange] [Reference Source] (e.g. rescheduling to an earlier available day in the case of holidays).] shall apply to the determination of the Reference Price.]

[*The following **postponement provision applies** if applicable:*

If the Reference Price [for [the share] [the American Depositary Receipt] [the [Global] Depositary Receipt] [the Ordinary Depositary Receipt] [the index] [the futures contract] [the currency exchange rate]] is not determined on the Valuation Date and there is no Market Disruption as defined in § 4, the provision to be applied for the Valuation Date shall apply [to [the share] [the American Depositary Receipt] [the [Global] Depositary Receipt] [the Ordinary Depositary Receipt] [the index] [the futures contract] [the currency exchange rate]].]

[*If an **index** is used as Underlying, the following provision shall apply, if applicable:*

[In determining the Reference Price, one index point equals [one monetary unit of the [respective] Reference Currency] [one euro] [●].]

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"Reference Price(0)":   means **[●]** **[**the Reference Price on the Determination Date**]** **[**the Reference Price(0) allocated to the Warrant in the table at the end of § 1**]** **[**corresponding to the Reference Price(t) on the Determination Date**]**.

[for **[***insert name of Underlying:* **[●]]]** the price of the Underlying **[**determined**]** by the Reference Source as **[●]** **[**closing price**]** **[**Final Settlement Price**]** **[**Daily Settlement Price**]** **[**Settlement Price **[**(Daily Settlement)**]]** **[**EDSP**]** **[**Final Cash Settlement Price**]** **[●]** on the Determination Date **[**(price currently determined at **[●]** hrs **[**(**[●]** local time)**])]** **[**or, in the case of Underlyings listed on the Borsa Italiana, the price of the Underlying **[**determined**]** as closing price (Reference Close)**]** **[**and**]** **[**published on the website listed in the table at the end of § 1**].]** **[***If applicable, insert for each Underlying:* **[●]]**

the **[**Final Settlement Price**]** **[**Daily Settlement Price**]** **[**Settlement Price **[**(Daily Settlement)**]]** **[**EDSP**]** **[**Final Cash Settlement Price**]** **[●]** determined and published by the Futures Exchange on the Determination Date **[**(price currently determined at **[●]** hrs **[**(**[●]** local time)**])]** for **[**option contracts**]** **[●]** **[**futures contracts**]** linked to the Underlying.**]**

[The Reference Price(0) will be **[**published on the website https://warrants.bnpparibas.com**]** **[●]** **[**published in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions)**].]]]**

"Reference Price(t)":   means **[**the Reference Price on the respective **[**Cash Value Calculation Date(t)**]** **[**Trading Day(t)**]]****[●]**. **[**On the Determination Date, the Reference Price(t) corresponds to **[**the Reference Price(0)**]** **[●]**.**]**

"Reference Price(t-1)":   means, subject to any Reset Event according to para. (3),

[*for all Underlyings except futures contracts:* **[**the Reference Price on the respective **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**][●]**.**]**

[*for futures contracts as Underlying:*

(a)   provided that the **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**]** **does not** fall on a Roll-Over Date, the Reference Price of the Relevant Futures Contract on the respective **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**][●]**, and

(b)   if the **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**]** falls on a Roll-Over Date, the Reference Price of the Futures Contract New (the Futures Contract New being the Relevant Futures Contract from the Roll-Over Date until the next Roll-Over) on the respective **[**Cash Value Calculation Date(t-1)**][**Trading Day(t-1)**][●]**.**]**

[On the first [Cash Value Calculation Date(t)][Trading Day(t)][●] the Reference Price(t-1) is [the Reference Price(o)][●].] If a Market Disruption as defined in § 4 was present on the [Cash Value Calculation Date(t-1)][Trading Day(t-1)][●] [at the Cash Value Calculation Time], the Reference Price(t-1) is, subject to a Reset Event according to para. (3), [the Reference Price on the [Cash Value Calculation Date][Trading Day][●] preceding the respective [Cash Value Calculation Date(t-1)][Trading Day(t-1)][●] on which no Market Disruption according to § 4 was present [or the relevant price determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*), if applicable, according to § 4 for the [Cash Value Calculation Date(t-1)][Trading Day(t-1)][●]]] [●].]

"Reference Rate ('RR')":   [*If an **index**, **share**, **American Depositary Receipt**, **Global Depositary Receipt**, **Ordinary Depositary Receipt**, **metal** or **commodity** is used as Underlying and in the case of Warrants other than Constant Leverage Warrants:*

means, with respect to the respective determination of the Relevant Strike~new~ the Reference Rate allocated to the Underlying in the table at the end of § 1 as currently published on the [Reuters page] [Refinitiv page] [website] [●] listed in the table below under "Reference Rate/[Reuters page] [Refinitiv page] [website] [●]".

In the event that the Reference Rate in relation to an Adjustment Date is determined and published multiple times in the future, the Calculation Agent shall determine at its reasonable discretion (Sec. 317 *BGB*) which of those Reference Rates is to be relevant and applicable in the future and where it will be published; the Issuer shall publish this decision in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

In the event that

(a)   a change occurs in the determination of the Reference Rate or in the determining body [(Determination Agent)] that has or may have an influence on the level of the Reference Rate,

(b)   the Reference Rate is cancelled without a replacement,

(c)   [the [respective] Reference Source] [Determination Agent] [determining body] [●] is unable to calculate the Reference Rate, or

(d)   the Reference Rate can no longer be used due to statutory requirements,

the Calculation Agent shall, at its reasonable discretion (Sec. 317 *BGB*), replace the Reference Rate with the Reference Rate then prevailing in the market. The new Reference Rate shall be published by the Issuer in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).]

[*If a **currency exchange rate** is used as Underlying:*

means, with respect to the respective determination of the Relevant Strike~new~ and in each case with respect to the relevant Adjustment Date, the difference between the Reference Rate 1 allocated (to the Underlying in the table at the end of § 1) as published on [●][the respective [Reuters page] [Refinitiv page] [website] [●] 1] and Reference Rate 2 as published

on [●][the respective [Reuters page] [Refinitiv page] [website] [●] 2]. The respective [Reuters page] [Refinitiv page] [●] is allocated to the respective Reference Rate in the table at the end of § 1.

The Reference Rate shall only be recalculated if both Reference Rates for the respective Adjustment Date are determined and published. If this is not the case, the Reference Rate determined for the purpose of determining the respective Relevant Strike(Preceding) shall be used for the current calculation.

In the event that a Reference Rate in relation to an Adjustment Date is determined and published multiple times in the future, the Calculation Agent shall determine at its reasonable discretion (Sec. 317 *BGB*) which of those Reference Rates is to be relevant and applicable in the future for the calculation of the Reference Rate and where it will be published for the purpose of determining the Reference Rate; the Issuer shall publish this decision in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).

In the event that

(a)   a change occurs in the determination of at least one of the Reference Rates or in the determining body [(Determination Agent)] that has or may have an influence on the level of the respective Reference Rate,

(b)   at least one of the Reference Rates is cancelled without a replacement,

(c)   [the [respective] Reference Source] [Determination Agent] [determining body] [●] is unable to calculate the respective Reference Rate, or

(d)   at least one of the Reference Rates can no longer be used due to statutory requirements,

the Calculation Agent shall, at its reasonable discretion (Sec. 317 *BGB*), replace the [respective] Reference Rate with the [respective] Reference Rate then prevailing in the market. The [respective] new Reference Rate shall be published by the Issuer in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).]

[*If a **futures contract** is used as Underlying:*

means 0% (in words: zero percent).]

"Reference Rate [1]":   [*insert in the case of Constant Leverage Warrants, if applicable:*

means **[[●] [%]] [**the Reference Rate **[1]** allocated in the table at the end of § 1 **[**(the Reference Currency)**][●]** currently published on the **[**screen page**][**website**]** listed in the table at the end of § 1 under "**[**Reference Rate/**[**Reuters page**][**Refinitiv page**][**website**]][**Reference Rate **[1]** with Refinitiv page**][●]**"**][●]**.

[In the event that the Reference Rate **[**in relation to a Cash Value Calculation Date(t-1)**] [●]]** is determined and published multiple times in the future, **[**the Calculation Agent shall determine at its reasonable discretion (Sec. 317 *BGB*), which of those Reference Rates is to be relevant and applicable in the future and where it will be published; the Issuer shall

publish this decision in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions)**][●]. [●]]**

In the event that

(a)   a change occurs in the determination of the Reference Rate or in the determining body that has or may have an impact on the level of the Reference Rate,

(b)   the Reference Rate is permanently cancelled or temporarily suspended,

(c)   **[**the **[**respective**]** Reference Source**]** **[**Determination Agent**]** **[**determining body**]** **[●]** is unable to calculate the Reference Rate, or

(d)   the Reference Rate can no longer be used due to statutory requirements,

the Calculation Agent shall, at its reasonable discretion (Sec. 317 *BGB*), replace the Reference Rate with the Reference Rate prevailing in the market. The new Reference Rate shall be published by the Issuer in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

| **"Reference Rate 2"**: | means **[[●] [%]]** **[**the Reference Rate 2 allocated in the table at the end of § 2 **[**(the Base Currency)**][●]** currently published on the **[**screen page**][**website**]** listed in the table at the end of § 1 under "**[**Reference Rate/**[**Reuters page**][**Refinitiv page**][**website**]]][**Reference Rate 2 with Refinitiv page**][●]**"**][●].]** |

[In the event that the Reference Rate 1 or Reference Rate 2 **[**in relation to a Cash Value Calculation Date$_{(t-1)}$**] [●]]** is determined and published multiple times in the future, **[**the Calculation Agent shall determine at its reasonable discretion (Sec. 317 *BGB*), which of those Reference Rates 1 or Reference Rates 2 is to be relevant and applicable in the future and where it will be published; the Issuer shall publish this decision in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions)**][●]. [●]]**

In the event that

(a)   a change occurs in the determination of the Reference Rate 1 or of the Reference Rate 2 or in the determining body that has or may have an impact on the level of the Reference Rate 1 or Reference Rate 2,

(b)   the Reference Rate 1 or Reference Rate 2 is permanently cancelled or temporarily suspended,

(c)   **[**the **[**respective**]** Reference Source**]** **[**Determination Agent**]** **[**determining body**]** **[●]** is unable to calculate the Reference Rate 1 or Reference Rate 2, or

(d)   the Reference Rate 1 or Reference Rate 2 can no longer be used due to statutory requirements,

the Calculation Agent shall, at its reasonable discretion (Sec. 317 *BGB*), replace the Reference Rate 1 or Reference Rate 2 with the Reference Rate 1 or Reference Rate 2 prevailing in the market. The new Reference Rate 1 or Reference Rate 2 shall be published by the Issuer in accordance with § 9 of Part B of the Terms and Conditions of the Warrants (General Conditions).**]**

"Reference Source": means **[●]** [the Reference Source allocated to the Underlying in the table at the end of § 1].

"Reference Source for the Observation Price": means **[**the Reference Source for the Observation Price allocated to the Underlying in the table at the end of § 1**][●]**.

"Registrar": [*For Central Register Securities the following provision apply:*

[Clearstream Banking AG, Frankfurt (Mergenthalerallee 61, 65760 Eschborn, Germany)**][●]]**

"Relevant Currency Exchange Rate": means **[●] [**any exchange rate between the Relevant Currency and the Settlement Currency or, in cases where the Relevant Currency is the same as the Settlement Currency, between the Relevant Currency and any other applicable currency the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) deems appropriate from time to time.**]**

"Relevant Currency": means **[●] [**the Settlement Currency, the legal tender in which the Underlying or any material component of the Underlying is denominated, or the legal tender of the country where the stock exchange, or the most important stock exchange, for the Underlying or any material component of the Underlying is located**[**; provided that a Standard Currency shall not be deemed a Relevant Currency**]. [**In cases where the Underlying of a security is **[**an American Depositary Receipt**] [**a **[**Global**]** Depositary Receipt**] [**an Ordinary Depositary Receipt**]**, the components of such **[**an American Depositary Receipt**] [**a **[**Global**]** Depositary Receipt**] [**an Ordinary Depositary Receipt**]** are not taken into account for the purposes of this definition.**]**

"Relevant Futures Contract": *If a **futures contract** is used as Underlying:*

means the respective futures contract on which the Warrant is based as Underlying [(starting with the **"Current Futures Contract"** listed in the table at the end of § 1)].

"Relevant Option": [*If a **generic futures contract** is used as Underlying:*

means the Option [•] on the Relevant Futures Contract at the Reference Source.]

"Relevant Strike": [*If a **share, American Depositary Receipt, Global Depositary Receipt, Ordinary Depositary Receipt, Index, futures contract, metal** or **commodity** is used as Underlying:*

is initially equal to the Initial Strike. This value is then adjusted by the Calculation Agent with effect from each Adjustment Date and applies from each Adjustment Date (including) until the next Adjustment Date (excluding). The new Relevant Strike following the Initial Strike shall be determined as follows, with the number being Commercially Rounded to the [●] post-decimal digit.]

[*If a currency exchange rate is used as Underlying:*

is initially equal to the Initial Strike. This value is then adjusted by the Calculation Agent at [●] hrs. ([●] local time) with effect from each Adjustment Date and applies in each case from that time until [●] hrs. ([●] local time) on the next Adjustment Date. The new Relevant Strike following the Initial Strike shall be determined as follows, with the number being Commercially Rounded to the [●] post-decimal digit.]

[*For a[n] [UNLIMITED TURBO][MINI Future] Long Warrant:*

[For a[n] [**UNLIMITED TURBO**][**MINI Future**] **Long Warrant** [linked to [●]]:]

[*If a share, American Depositary Receipt, Global Depositary Receipt, Ordinary Depositary Receipt or price index is used as Underlying:*

$$\text{Relevant Strike}_{new} =$$

$$\text{Relevant Strike}_{(Preceding)} \text{ x } (1 + (RR + \text{Financing Spread}) \text{ x } T) - DIV$$

(wherein **"RR"**= Reference Rate, **"T"**= Adjustment Dates and **"DIV"**= Dividend)]

[*If a performance index, metal or commodity is used as Underlying:*

$$\text{Relevant Strike}_{new} =$$

$$\text{Relevant Strike}_{(Preceding)} \text{ x } (1 + (RR + \text{Financing Spread}) \text{ x } T) [+ DIVK]$$

(wherein **"RR"**= Reference Rate**[,] [**and**] "T"**= Adjustment Dates **[**and **"DIVK"**= Dividend Cost Rate**]**)]

[*If a currency exchange rate is used as Underlying:*

$$\text{Relevant Strike}_{new} =$$

$$\text{Relevant Strike}_{(Preceding)} \text{ x } (1 + (RR + \text{Financing Spread}) \text{ x } T)$$

(wherein **"RR"**= Reference Rate and **"T"**= the number of calendar days in the relevant Financing Period, divided by 360, for which purpose the first two hours (10.00pm to 12.00am (Frankfurt am Main local time) of the relevant Adjustment Date) are not taken into account and Mondays, Tuesdays, Wednesdays and Thursdays are each counted as one calendar day where as Fridays are each counted as three calendar days because of the weekend days.)]

[*If a futures contract is used as Underlying:*

$$\text{Relevant Strike}_{new} =$$

$$\text{Relevant Strike}_{(Preceding)} \text{ x } (1 + (RR + \text{Financing Spread}) \text{ x } T) + ROA$$

(wherein **"RR"**= Reference Rate, **"T"**= Adjustment Dates and **"ROA"**= Roll-Over Adjustment Rate)]]

[*For a[n] [UNLIMITED TURBO][MINI Future] Short Warrant:*

[For a[n] [**UNLIMITED TURBO**][**MINI Future**] **Short Warrant** [linked to [●]]:]

Relevant Strike$_{new}$ =

Relevant Strike$_{(Preceding)}$ x (1 + (RR – Financing Spread) x T) – DIV

(wherein **"RR"**= Reference Rate, **"T"**= Adjustment Dates and **"DIV"**= Dividend)]

Relevant Strike$_{new}$ =

Relevant Strike$_{(Preceding)}$ x (1 + (RR – Financing Spread) x T) [- K]

(**"RR"**= Reference Rate**[,] [**and**] "T"**= Adjustment Dates **[**and **"K"**= Cost Rate**]**)]

Relevant Strike$_{new}$ =

Relevant Strike$_{(Preceding)}$ x (1 + (RR – Financing Spread) x T)

(wherein **"RR"**= Reference Rate and **"T"**= the number of calendar days in the relevant Financing Period, divided by 360, for which purpose the first two hours (10.00pm to 12.00am (Frankfurt am Main local time) of the relevant Adjustment Date) are not taken into account and Mondays, Tuesdays, Wednesdays and Thursdays are each counted as one calendar day where as Fridays are each counted as three calendar days because of the weekend days.)]

Relevant Strike$_{new}$ =

Relevant Strike$_{(Preceding)}$ x (1 + (RR – Financing Spread) x T) + ROA

(wherein **"RR"**= Reference Rate, **"T"**= Adjustment Dates and **"ROA"**= Roll-Over Adjustment Rate)]]

"Relevant Strike$_{(Preceding)}$":	means the Relevant Strike of the day on which the current Reference Rate was last determined; the day of the current adjustment of the Relevant Strike is not taken into account for this purpose.
"Reset Price":	means the price of the Underlying determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) **[**on the basis of the determined prices of the Underlying and taking into account the hedging transactions**] [●]** of the Calculation Agent **[**within the Dissolution Period**] [**at the latest **[**on the Trading Day**] [●]** following the day of**] [●] [**upon occurrence of**]** a Reset Event of the **[**Cash Value Long$_{(t)}$ **[**(in the case of Constant Leverage Long Warrants)**]] [**or**] [**Cash Value Short$_{(t)}$ **[**(in the case of Constant Leverage Short Warrants)**]]** according to para. (3).
"Reset Threshold":	**[***For Constant Leverage Long Warrants:* [***For Constant Leverage Long Warrants:*] means (a) subject to subparagraph (b) below, **[**in each Observation

Period] [in relation to a[n] [Observation Period][Cash Value Calculation Date(t)][Trading Day(t)]] the product of

(i) the difference of 1 (in words: one) and the Reset Threshold in Percent and

(ii) [the Reference Price(t-1)] [the sum of the Reference Price(t-1) and the Roll-Over Costs(t-1)]

[, the result [less the Dividend Adjustment Amount] [[less][plus] the Dividend Cost Rate] as at the [Cash Value Calculation Date(t)] [Trading Day(t)]]:

$$(1 - \text{Reset Threshold in Percent}) * [\text{Reference Price}_{(t-1)}]$$
$$[(\text{Reference Price}_{(t-1)} + \text{Roll-Over Costs}_{(t-1)})] \; [[- \text{Div}_{(t)}] \; [- \text{DIVK}_{(t)}][+ \text{DIVK}_{(t)}]]$$

(b) In the case of one or more Reset Event(s) of the Cash Value Long(t) [during the [respective] Observation Period] [in relation to a[n]] [on a[n]] [Observation Period][Cash Value Calculation Date(t)][Trading Day(t)] according to para. (3), the Reset Threshold for that [Observation Period][Cash Value Calculation Date(t)][Trading Day(t)] shall be recalculated. In deviation from subparagraph (a) above, the following shall apply:

[i.] "Reference Price(t-1)" is replaced by the relevant Reset Price determined in the context of the respective Reset Event [during the Observation Period][on the [Cash Value Calculation Date(t)][Trading Day(t)] concerned].

[ii. ["Div(t)"] ["DIVK(t)"] is 0 (in words: zero).]

[ii. "Roll-Over Costs(t-1)" is 0 (in words: zero).]

The Reset Threshold recalculated according to subparagraph (b) shall continue to apply, if applicable, until the next Reset Event on the [Cash Value Calculation Date(t)][Trading Day(t)] or until [the] [end of the relevant [Cash Value Calculation Date(t)][Trading Day(t)][Observation Period]] [Cash Value Calculation Time on the [Cash Value Calculation Date(t)][Trading Day(t)]] [●].

[If applicable, the Reset Threshold shall be [[Commercially] Rounded to the [●] decimal place] [●].]]

[For Constant Leverage Short Warrants:]

means

(a) subject to subparagraph (b) below, [in each Observation Period] [in relation to a[n] [Observation Period][Cash Value Calculation Date(t)][Trading Day(t)]] the product of

(i) the sum of 1 (in words: one) and the Reset Threshold in Percent and

(ii) **[**the Reference Price$_{(t-1)}$**]** **[**the sum of the Reference Price$_{(t-1)}$ and the Roll-Over Costs$_{(t-1)}$**]**

[, the result **[**less the Dividend Adjustment Amount**]** **[[**less**][**plus**]** the Dividend Cost Rate**]** as at the **[**Cash Value Calculation Date$_{(t)}$**]** **[**Trading Day$_{(t)}$**]]**:

$$(1 + \text{Reset Threshold in Percent}) * [\text{Reference Price}_{(t-1)}]$$
$$[(\text{Reference Price}_{(t-1)} + \text{Roll-Over Costs}_{(t-1)})] \, [[- \text{Div}_{(t)}] \, [- \text{DIVK}_{(t)}][+ \text{DIVK}_{(t)}]]$$

(b) In the case of one or more Reset Event(s) of the Cash Value Short$_{(t)}$ **[**during the **[**respective**]** Observation Period**]** **[**in relation to a**[**n**]]** **[**on a**[**n**]]** **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]** according to para. (3), the Reset Threshold for that **[**Observation Period**][**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]** shall be recalculated. In deviation from subparagraph (a) above, the following shall apply:

[i.**]** "Reference Price$_{(t-1)}$" is replaced by the relevant Reset Price determined in the context of the respective Reset Event **[**during the Observation Period**][**on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]** concerned**]**.

[ii. **[**"Div$_{(t)}$"**]** **[**"DIVK$_{(t)}$"**]** is 0 (in words: zero).**]**

[ii. "Roll-Over Costs$_{(t-1)}$" is 0 (in words: zero).**]**

The Reset Threshold recalculated according to subparagraph (b) shall continue to apply, if applicable, until the next Reset Event on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]** or until **[**the**]** **[**end of the relevant **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**][**Observation Period**]]** **[**Cash Value Calculation Time on the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**]]** **[●]**.

[If applicable, the Reset Threshold shall be **[[**Commercially**]** Rounded to the **[●]** decimal place**]** **[●]**.**]]**

"Reset Threshold in Percent":	means **[●][** %**]** **[**the Reset Threshold in Percent allocated to the Warrant in the table at the end of § 1**]**.
"Roll-Over":	*[For Warrants other than Constant Leverage Warrants the following provision apply:*

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means the replacement of the Relevant Futures Contract on a Roll-Over Date by a futures contract with a later Expiry Date but otherwise the same specifications as the Relevant Futures Contract to be replaced.**]**

[*For Constant Leverage Warrants the following provision apply:*

means the replacement of the Relevant Futures Contract on a Roll-Over Date by a Futures Contract New.**]**

"Roll-Over Adjustment Rate ('ROA')":	[*If a **futures contract other than a generic futures contract** is used as Underlying:*

means the applicable Roll-Over Adjustment Rate, which shall be determined as described below and will be used only once in the period from the immediately preceding Roll-Over Date (inclusive) until the next Roll-Over Date (exclusive). On all other days, the ROA shall be zero.]

[*For a[n] [**UNLIMITED TURBO**][**MINI Future**] Long Warrant:*

For a[n] [**UNLIMITED TURBO**][**MINI Future**] Long Warrant:

(Roll-Over Reference Price$_{\text{New, respectively}}$ + Roll-Over Costs) – (Roll-Over Reference Price$_{\text{Preceding, respectively}}$ – Roll-Over Costs)]

[*For a[n] [**UNLIMITED TURBO**][**MINI Future**] Short Warrant:*

For a[n] [**UNLIMITED TURBO**][**MINI Future**] Short Warrant:

(Roll-Over Reference Price$_{\text{New, respectively}}$ – Roll-Over Costs) – (Roll-Over Reference Price$_{\text{Preceding, respectively}}$ + Roll-Over Costs)] |
| **"Roll-Over Costs":** | [*For Warrants other than Constant Leverage Warrants the following provision apply:*

means the costs of Roll-Over determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*), taking into account the then prevailing market conditions.**]**

[*For Constant Leverage Warrants the following provision apply:*

means the costs of Roll-Over determined by the Calculation Agent at its reasonable discretion, taking into account the then prevailing market conditions, for the **[**Cash Value Calculation Date$_{(t)}$**][**Trading Day$_{(t)}$**][●].]** |
| **"Roll-Over Costs$_{(t-1)}$":** | means the costs of Roll-Over determined by the Calculation Agent at its reasonable discretion, taking into account the then prevailing market conditions, for the **[**Cash Value Calculation Date$_{(t-1)}$**][**Trading Day$_{(t-1)}$**][●].** |
| **"Roll-Over Date":** | [*For Warrants other than Constant Leverage Warrants the following provision apply:*

means a Trading Day within the Roll-Over Period chosen by the Calculation Agent on which the Relevant Futures Contract is replaced by another futures contract.**]**

[*For Constant Leverage Warrants the following provision apply:*

[means a Trading Day within the Roll-Over Period chosen by the Calculation Agent on which the Relevant Futures Contract is replaced by the Futures Contract New.**] [**The Roll-Over shall take place after the |

Reference Price of the expiring Relevant Futures Contract has been determined.**] [●]**

"Roll-Over Period":

means the [period [from [●] until the [●] Trading Day before the [earlier of the "First Notice Day" and the "Last Trade Day"]] [●] of the Relevant Futures Contract, during which, if applicable, positions in the Relevant Futures Contract are unwound and positions are entered into in a Relevant Futures Contract replacing the same and having a later Expiry Date, but otherwise the same specifications as the Underlying to be replaced.][●]

"Roll-Over Reference Price":

means a price determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) on the basis of the prices of the futures contract actually traded during the Roll-Over Period.

"Settlement Date":

[*For Warrants other than Constant Leverage Warrants the following provision apply:*

[means the Settlement Date allocated to the Warrant in the table at the end of § 1 or, if this day is not a Bank Business Day, the following Bank Business Day [; or, if later, at the latest the [●] Bank Business Day after the Valuation Date].]

[means the day [four] [●] Bank Business Days after the Valuation Date.]

[*For Constant Leverage Warrants the following provision apply:*

[means the **[[●]** (in words: **[●]**) [Bank Business Day] **[●]** after the respective Valuation Date**[**; or, if a later day, at the latest the **[**fourth**][●]** Bank Business Day after the Valuation Date**]][●].]**

"Settlement Price":

means for **[●]** the **[●]**. **[***If applicable, insert for each Underlying as far as applicable:* **[●]]**

"Settlement Price (Daily Settlement)":

means for **[●]** the **[●]**. **[***If applicable, insert for each Underlying as far as applicable:* **[●]]**

"Standard Currency":

means the legal tender of **[●]** **[**Australia**][,][and]** **[**Austria**][,]**and**]** **[**Belgium**][,][and]** **[**Canada**][,][and]** **[**Cyprus**][,]**and**]** **[**Denmark**][,][and]** **[**Finland**][,][and]** **[**France**][,]**and**]** **[**Germany**][,][and]** **[**Greece**][,][and]** **[**Hong Kong**][,][and]** **[**Ireland**][,][and]** **[**Italy**][,][and]** **[**Japan**][,][and]** **[**Luxemburg**][,][and]** **[**Malta**][,][and]** **[**the Netherlands**][,][and]** **[**New Zealand**][,][and]** **[**Norway**][,][and]** **[**Portugal**][,][and]** **[**Singapore**][,][and]** **[**Slovenia**][,][and]** **[**Spain**][,][and]** **[**Sweden**][,][and]** **[**Switzerland**][,][and]** **[**Taiwan**][,][and]** **[**the United Kingdom of Great Britain**][,][and]** **[**Northern Ireland**][,][and]** **[**the United States of America**][,** or any other currency specified by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) from time to time**]**.

"Stop-Loss Adjustment Rate":

means [●] [the Stop-Loss Adjustment Rate allocated to the Warrant in the table at the end of § 1].

"Stop-Loss Barrier":	means the Stop-Loss Barrier allocated to the Warrant. The Initial Stop-Loss Barrier is the Stop-Loss Barrier allocated in the table at the end of § 1 (the **"Initial Stop-Loss Barrier"**). The Stop-Loss Barrier (including the Initial Stop-Loss Barrier) shall be redetermined as follows upon adjustment of the Relevant Strike, with the number being Commercially Rounded to the [●] post-decimal digit.

Relevant Strike x Stop-Loss Adjustment Rate

"Stop-Loss Event":	[*For a **MINI Future Long Warrant**:*
	means for a **MINI Future Long Warrant** the event when the Observation Price reaches or falls below the Stop-Loss Barrier during the Observation Period.]
	[*For a **MINI Future Short Warrant**:*
	means for a **MINI Future Short Warrant** the event when the Observation Price reaches or exceeds the Stop-Loss Barrier during the Observation Period.]
"Stop-Loss Reference Level":	means the [●] [price] determined by the Calculation Agent at its reasonable discretion (Sec. 317 *BGB*) as the Stop-Loss Reference Level after the occurrence of a Stop-Loss Event [at the latest] on the [Trading Day following the] day of the occurrence of the Stop-Loss Event on the basis of the prices determined and taking into account the hedge transactions of the Calculation Agent.
"Strike":	means [●] [the Strike allocated to the Warrant in the table at the end of § 1].
"Trading Day":	[*To be inserted, if applicable, if a **share, American Depositary Receipt, Global Depositary Receipt, Ordinary Depositary Receipt, index, currency exchange rate** or **futures contract** is used as Underlying*:
	means any day on which, with respect to the Underlying,
	(a) the Reference Source [and][,] [the Futures Exchange] [and the Index Exchange] [is] [are] open for regular trading, and
	(b) [[the price] [and/or] [the Reference Price] [●] of the Underlying [is][are] determined by the [Reference Source] [and/or] [Futures Exchange] specified in the table at the end of § 1.][[the price] [●] of the Underlying [the Observation Price [by the Reference Source for the Observation Price] [and/or the Reference Price] is determined by the Reference Source][●]]
	[*If a **metal** or **commodity** is used as Underlying*:
	means any day on which, with respect to the Underlying, the Reference Source is open for regular trading and [the price of the Underlying] [and/or] [the Reference Price] is determined.]
	[*To be inserted, if applicable, if a **metal, commodity** or **currency exchange rate** is used as Underlying*:
	means

<table>
<tr><td></td><td>(a)</td><td>with respect to the determination of the Reference Price, any day on which the Reference Source is open and [the price of the Underlying] [and/or] [the Reference Price] is determined,</td></tr>
<tr><td></td><td>(b)</td><td>with respect to the determination of the Observation Price, any day on which the Calculation Agent determines the Observation Price.]</td></tr>
</table>

[*The following provision applies in the case of Constant Leverage Warrants where appropriate:*

means any day, in respect to the determination of the Reference Price, on which the Reference Source is open and the price of the Underlying is determined.]

"Trading Day$_{(t)}$":	means **[●] [**the Trading Day in relation to the Cash Value Calculation Date$_{(t)}$.
"Trading Day$_{(t-1)}$":	means **[●] [**the Trading Day last preceding the respective Trading Day$_{(t)}$.
"Trading Hour":	means **[●]**.
"Underlying":	[*If a **share, American Depositary Receipt, Global Depositary Receipt, Ordinary Depositary Receipt, index, metal, commodity, currency exchange rate** or **futures contract** is used as Underlying*:

means [●] [the Underlying allocated to the Warrant in the table at the end of § 1].

[*To be inserted, **if applicable,** if a **futures contract other than a generic futures contract is used as Underlying**:*

means firstly the futures contract allocated to the Warrant in the table at the end of § 1, which will be replaced by another futures contract with a later Expiry Date with effect from a Roll-Over Date in accordance with the definition of Roll-Over.]

*To be inserted, **if applicable,** if a **generic futures contract is used as Underlying**:*

means firstly the futures contract allocated to the Warrant in the table at the end of § 1. On the expiration date of the Relevant Option, the Relevant Futures Contract shall cease to be valid after the close of trading at the Reference Source and will be replaced by the next front-month futures contract (*next out / next-to-deliver futures contract*) at the Reference Source, which shall be deemed to be the relevant futures contract from this point in time onwards.]

[*The following provision applies where appropriate:*

For the purposes of these Terms and Conditions of the Warrants one [index point] [point] [percentage point] corresponds to [●] [one monetary unit of the [respective] Reference Currency] [●].]

"Underlying Share":	*The following provisions apply in addition to the provisions applicable to shares as Underlying if **an American Depositary Receipt, a Global Depositary Receipt or Ordinary Depositary Receipt** is used as Underlying:*

means the share to which [the American Depositary Receipt] [and/or] [the [Global] Depositary Receipt] [and/or] [the Ordinary Depositary Receipt] is linked and which, together with [the American Depositary Receipt] [and/or] [the [Global] Depositary Receipt] [and/or] [the Ordinary Depositary Receipt], is also referred to as the **"Share"** or the **"Underlying"**.

"Valuation Date":

[*For Warrants other than Constant Leverage Warrants the following provisions apply, as appropriate:*

[*In the event of **European** exercise style or for Warrants with no limit on their term:*

[means [●] [the earlier of the following][:]

[[(a)] the Valuation Date allocated to the Warrant in the table at the end of § 1[.]] [and

(b) the day on which a Knock-Out Event occurs.]

[If the Valuation Date is not a Trading Day, the following Trading Day shall be deemed the Valuation Date.]]

[means the earlier of the following:

(a) the Exercise Date;

(b) the Termination Date on which the Issuer declares termination according to § 2 [.][; and

(c) the day on which a [Knock-Out Event][Stop-Loss Event] occurs[, at the latest, however, on which the Stop-Loss Reference Level is determined].]]

If the Valuation Date is not a Trading Day, the following Trading Day shall be deemed the Valuation Date.]

[*In the event of **American** exercise style*

means the day during the exercise period on which the Warrant Right is deemed validly exercised according to § 2. [If the Reference Price is regularly determined before [10:00] [●] hrs ([Frankfurt am Main][●] local time) on a Trading Day, the Valuation Date shall be the Bank Business Day following the day on which the Warrant Right is deemed validly exercised according to § 2, unless the day on which the Warrant Right is deemed validly exercised according to § 2 falls on the last day of the exercise period. In this case, the Valuation Date shall be the last day of the exercise period.] [●].]

[*To be inserted, if applicable, if a **futures contract** is used as Underlying:*

[If the Valuation Date is not a Trading Day, the following Trading Day shall be deemed the Valuation Date. However, if the Valuation Date falls on the last Trading Day for the Underlying before an Expiry Date for the Underlying and the Expiry Date is not a Trading Day, the appropriate rule of the Reference Source (e.g. rescheduling to an earlier available day in the case of holidays) shall apply.]

[However, if the Valuation Date falls on the last Trading Day for the Underlying [before the earlier of the "First Notice Day" and the "Last Trade Day"] and this day is not a Trading Day, the appropriate rule of the Reference Source (e.g. rescheduling to an earlier available day in the case of holidays) shall apply.]]

[[For all Underlyings not listed on the Borsa Italiana and][If] the Reference Price is the [closing price][(Reference Close)] [●] and the Valuation Date is not a Trading Day, the following Trading Day shall be deemed the Valuation Date.]

[[For all Underlyings listed on the Borsa Italiana and][If] the Reference Price is the [closing price][(Reference Close)] [●] and the Valuation Date is not a Trading Day, the following Trading Day shall be deemed the Valuation Date.]

If the Reference Price is the [Final Settlement Price][EDSP][Final Cash Settlement Price] and the Valuation Date [falls on the last Trading Day for option contracts linked to the Underlying before an Expiry Date for such option contracts and that day is not a Trading Day,] [is not a Trading Day,] the appropriate rule of the Futures Exchange (e.g. rescheduling to an earlier available day in the case of holidays) shall apply.]

If a resolution declaring a dividend is adopted on the Valuation Date by the company who issued the Underlying, the following Trading Day shall be the Valuation Date.]

[If Gold is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a[n] "[LBMA Gold Price PM][●]" is thus not published, the "[LBMA Gold Price AM][●]" published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[If Palladium is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a[n] "[LBMA Palladium Price PM][●]" is thus not published, the "[LBMA Palladium Price AM][●]" published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[If Platinum is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a[n] "[LBMA Platinum Price PM][●]" is thus not published, the "[LBMA Platinum Price AM][●]"

published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[*To be inserted, if applicable, if any other **metals** and/or **commodities** are used as Underlying:*

[If [●] is used as the Underlying and][If] no price is determined in the afternoon of the Valuation Date and a "[●]" is thus not published, the "[●]" published by the Reference Source in the morning of the Valuation Date shall be the Reference Price.]

[*The following **postponement provision applies** where appropriate:*

If the Reference Price is not determined on the Valuation Date and there is no Market Disruption as defined in § 4, the Valuation Date shall be postponed to the following Trading Day.]

[*The following **postponement provision applies** where appropriate in the event that a **Market Disruption** is present:*

In the event that a Market Disruption as defined in § 4 is present, the Valuation Date shall be postponed by a **maximum** of [●] Trading Days.]]

[*For Constant Leverage Warrants the following provisions apply, as appropriate:*

[is the **[[[●]** (in words: **[●]**) **[**Bank Business Day**] [●]** after the **] [**respective**]** Exercise Date of the Warrants to be exercised or, in the event of an ordinary termination of the Warrants by the Issuer, **[**after the respective**] [**the respective**]** Ordinary Termination Date (or, if this day is not a **[**Trading Day**][**Bank Business Day**] [●]**, the immediately following **[**Trading Day**][**Bank Business Day**] [●])][●]**.

[*If a **futures contract** is used as Underlying, the following provision shall apply, if applicable:*

If the Valuation Date is not a Trading Day, the following Trading Day shall be deemed the Valuation Date. However, if the Valuation Date falls on the last Trading Day for the Underlying before an Expiry Date for the Underlying and the Expiry Date is not a Trading Day, the appropriate rule of the Reference Source (e.g. rescheduling to an earlier available day in the case of holidays) shall apply.**]**

[*If a **share**, a **Depositary Receipt**, an **index** and a **currency exchange rate** is used as Underlying and if the Reference Price is the **[closing price] [●]**, the following provision shall apply, if applicable:*

If **[**the Reference Price is the **[**closing price**] [●]** and**]** the Valuation Date is not a Trading Day **[**for **[**the share**] [**the American Depositary Receipt**] [**the **[**Global**]** Depositary Receipt**] [**the Ordinary Depositary Receipt**] [**the index**] [**the currency exchange rate**]]**, the following Trading Day shall be deemed the Valuation Date.**]**

[To be inserted, if applicable, if an **index** is used as Underlying and if the Reference Price is the **[Final Settlement Price] [Exchange Delivery Settlement Price] [Final Cash Settlement Price]**:

If the Reference Price is the **[**Final Settlement Price**][**EDSP**][**Final Cash Settlement Price**]** and the Valuation Date **[**falls on the last Trading Day for **[**option contracts**] [**or**] [**futures contracts**]** linked to the Underlying before an Expiry Date for such **[**option contracts**] [**or**] [**futures contracts**]** and that day is not a Trading Day,**] [**is not a Trading Day,**]** the appropriate rule of the Futures Exchange (e.g. rescheduling to an earlier available day in the case of holidays) shall apply.**]**

[<mark>*The following postponement provision shall apply, if applicable, in the event of a* **Cash Value Long Calculation Disruption** *or* **Cash Value Short Calculation Disruption***,* **an Emerging Country Market Disruption** *or a* **Market Disruption***:*</mark>

In the event of a **[**Cash Value Long Calculation Disruption **[**(in the case of Constant Leverage Long Warrants)**]] [**or**] [**Cash Value Short Calculation Disruption **[**(in the case of Constant Leverage Short Warrants)**]] [**, an Emerging Country Market Disruption**]** or a Market Disruption within the meaning of § 4, the Valuation Date shall be postponed by a **maximum** of **[●]** Trading Days**[**, subject to ordinary termination by the Issuer according to § 2 para. (3)**].]]]**

"Valuation Time":   means **[●]**.

"Website for Notices":   means **[●]**.

XIII.   TERMS AND CONDITIONS OF THE WARRANTS INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS

Under this Base Prospectus, the Issuer may, inter alia:

- continue a previous public offer of Warrants already issued under a previous base prospectus

- increase the issue size of Warrants already issued (increase) and/or,

- apply for the admission of warrants to trading on a regulated or other equivalent market.

If the public offer, the increase or the admission to trading relates to Warrants which were first offered to the public or admitted to trading under a Previous Base Prospectus, the respective Final Terms shall be read together with the Terms and Conditions of the Warrants from the Previous Base Prospectus and these shall apply. At this place, the following Terms and Conditions of the Warrants from the Previous Base Prospectus are incorporated by reference into this Base Prospectus:

- the Terms and Conditions of the Warrants contained on pages 91 to 198 of the Base Prospectus dated 24 October 2022 for the issue of new Warrants and increase of the issue size of previously issued Warrants linked to indices, shares, currency exchange rates, metals, commodities, futures contracts and/or depositary receipts of BNP Paribas Emissions- und Handelsgesellschaft mbH (the "**2022 Base Prospectus**") (the "**2022 Terms and Conditions of the Warrants**").

A list setting out where the information incorporated by reference is included is also provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference a) Information incorporated by reference regarding the Terms and Conditions of the Warrants and the Form of Final Terms" above.

XIV.   FORM OF FINAL TERMS

[In the case of Warrants whose public offer commenced under the Base Prospectus dated 24 October 2022 the relevant Terms and Conditions of the Warrants contained in the 2022 Base Prospectus which are incorporated by reference into this Base Prospectus are applicable (a list setting out where the information incorporated by reference is included is provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference a) Information incorporated by reference regarding the Terms and Conditions of the Warrants and the Form of Final Terms").

BNP Paribas Emissions- und Handelsgesellschaft mbH,
Frankfurt am Main
(hereinafter referred to as the "Issuer")
LEI 549300TS3U4JKMR1B479
Final Terms No. [●]
dated [●]

in connection with the Base Prospectus dated 24 October 2023 for the issue of new Warrants, continuation of the public offer and increase of the issue size of previously issued Warrants linked to indices, shares, currency exchange rates, metals, commodities, futures contracts and/or Depositary Receipts

for the [issue][continuation of the public offer][increase of the issue size] of [previously issued]

[Insert title of Warrant, if any] **[●]**

[UNLIMITED TURBO Long] [UNLIMITED TURBO Short] [MINI Future Long] [MINI Future Short] [Call] [Put] [Discount Call] [Discount Put] [Constant Leverage] [Long] [Short] [TURBO Long] [TURBO Short] Warrants [(with unlimited term)]

linked to

[indices] [shares] [currency exchange rates] [metals] [commodities] [futures contracts] [and/or] [and] [or] [Depositary Receipts]

[For Warrants the offer for which under the Base Prospectus dated **[●]** *is to continue beyond the validity of the Base Prospectus*:

> **Note: The validity of the foregoing Base Prospectus dated 24 October 2023 under which the Warrants described in these Final Terms are issued expires on 24 October 2024.**
>
> **The successor base prospectus will be published at [https://warrants.bnpparibas.com/baseprospectus] [●].**

From this point in time onwards, these Final Terms [with respect to those Warrants whose term has not been terminated by [●]] must be read in conjunction with the current Base Prospectus of BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main, for the issue of new Warrants, continuation of the public offer and increase of the issue size of previously issued Warrants linked to indices, shares, currency exchange rates, metals, commodities, futures contracts and/or Depositary Receipts following the Base Prospectus dated [●].]

[*In case of Warrants that are intended to be offered in Switzerland and for which the offer is intended to be continued beyond the validity of the Base Prospectus insert:* The immediately preceding paragraph shall also apply *mutatis mutandis* to the continued public offering in Switzerland pursuant to the provisions of the Swiss Federal Act on Financial Services ("**Financial Services Ac**t"; "**FIDLEG**"). The respective successor base prospectus will be published electronically on the website [https://warrants.bnpparibas.com/baseprospectus] [●].]

[(The [●] Warrants are consolidated with the [●] Warrants [●] issued on [●] in accordance with the Final Terms No. [●] dated [●] under the Base Prospectus dated [●] (the "Warrants of the Original Issuance") [[and][,] the [●] Warrants [●] issued on [●] in accordance with the Final Terms No. [●] dated [●] [under the Base Prospectus dated [●]](the "Warrants of the First Increase") [and] [==*add other increases already made, if any:* ●]] and form a single series (the "Increase"))]

<div align="center">

unconditionally guaranteed by
BNP Paribas S.A.
Paris, France
(hereinafter referred to as the "Guarantor")

and

offered by
BNP Paribas Arbitrage S.N.C.
Paris, France
(hereinafter referred to as the "Offeror")

</div>

This document constitutes the Final Terms for the purposes of Regulation (EU) 2017/1129.

The Final Terms must be read in conjunction with the Base Prospectus dated 24 October 2023 ([as supplemented [by the Supplement][by the Supplements] dated [●]] [and]as further supplemented from time to time) and including the documents from which information has been incorporated by reference in this Base Prospectus.

An issue-specific summary is annexed to these Final Terms.

This Base Prospectus, all documents from which information has been incorporated by reference herein, any supplements to the Base Prospectus and the Final Terms of the Warrants are available under https://warrants.bnpparibas.com/baseprospectus, the Final Terms are available on the website https://warrants.bnpparibas.com/warrants, and copies can be obtained free of charge at the registered office of the Issuer at Senckenberganlage 19, 60325 Frankfurt am Main, Germany.

[*Insert the following additional language in case of an offer in Switzerland*: **The Warrants do not constitute a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes ("CISA"). The Warrants are neither subject to the authorisation nor to the supervision by the Swiss Financial Market Supervisory Authority FINMA and investors do not benefit from the specific investor protection provided under the CISA. Investors should be aware that they are exposed to the credit risk of the Issuer and the Guarantor respectively.**]

This document contains the final information on the Warrants as well as the final terms and conditions of the Warrants and forms the Final Terms of the offer of [●] [UNLIMITED TURBO Long] [UNLIMITED TURBO Short] [MINI Future Long] [MINI Future Short] [Call] [Put] [Discount Call] [Discount Put] [Constant Leverage] [Long] [Short] [TURBO Long] [TURBO Short] Warrants [(with unlimited term)] linked to [indices] [shares] [currency exchange rates] [metals] [commodities] [futures contracts] [and/or] [and] [or] [depositary receipts] (hereinafter also referred to as the "Underlying"). [*For Warrants offered for the first time (including increases of the issue size of these Warrants):*

The Terms and Conditions of the Warrants for the respective Series are divided into Part A, Section I (Product Specific Conditions), Part A, Section II (Underlying Specific Conditions) and Part B (General Conditions). Part A of the Terms and Conditions of the Warrants is being complemented by the Final Terms set out below. Part B of the Terms and Conditions of the Warrants is already included in full in the Base Prospectus dated 24 October 2023 in Section "XII. Terms and Conditions of the Warrants".]

[*For Warrants offered for the first time before the date of this Base Prospectus (including increases of the issue size of these Warrants):* [The [●] Warrants are part of a single issue of Warrants within the meaning of § [●] in Part B (General Conditions), i.e. they have the same WKN and/or ISIN and the same issuance parameters as previously issued [●] Warrants.]

These Final Terms should be read in conjunction with the Terms and Conditions of the Warrants dated 24 October 2022 which are incorporated by reference. The Terms and Conditions of the Warrants for the respective Series are divided into Part A, Section I (Product Specific Conditions), Part A, Section II (Underlying Specific Conditions) and Part B (General Conditions). Part A of the Terms and Conditions of the Warrants is being complemented by the Final Terms set out below. Part B of the Terms and Conditions of the Warrants can be found in the incorporated Terms and Conditions of the Warrants dated 24 October 2022.]

In order to obtain all relevant information, this Base Prospectus must be read in conjunction with the documents from which information has been incorporated by reference in this Base Prospectus and any Supplements in connection with the Final Terms. Unless otherwise defined or stated in this Document, the terms used herein have the meanings assigned to them in the Base Prospectus.

These Final Terms constitute the final terms and conditions for the respective Series of Warrants (the "Final Terms and Conditions of the Warrants"). If and to the extent that the Terms and Conditions of the Warrants contained in the Base Prospectus differ from the Final Terms and Conditions of the Warrants, the Final Terms and Conditions of the Warrants shall be authoritative.

INFORMATION ABOUT THE UNDERLYING

The Underlying**[**s**]** to which the Warrants are linked **[**is**][**are**]** shown in [the table in**]** the Terms and Conditions of the Warrants (§ 1). The table below shows the Underlying and the publicly available website**[**s**]** where information about the past and future development of the price and performance of the **[**respective**]** Underlying and its volatility is available **[**free of charge**]**.

Underlying [with ISIN]	Website
[Index **[**with ISIN**]]**	**[●]**
[Share **[**(or other equity security)**]** including company and ISIN**]**	**[●]**
[Currency exchange rate**]**	**[●]**
[Futures contract**]**	**[●]**
[Metal with unit of weight or other measure of quantity**]**	**[●]**
[American Depositary Receipts**]**	**[●]**
[Depositary Receipts**]**	**[●]**
[Global Depositary Receipts**]**	**[●]**
[Ordinary Depositary Receipts**]**	**[●]**
[Commodity**]**	**[●]**

The information available on the website**[**(s)**]** constitutes third-party information. The Issuer has not verified this information for correctness.

[To be inserted in addition, if applicable, if an index is used as Underlying:

All index information contained in [this Prospectus][these Final Terms], including the information about the method of calculation of the individual components of the index and any changes in them are based on publicly available information created by the Reference Source[(s)]. The Issuer has not verified this information for correctness.

[Description of the index: **[●]]**

[To be inserted if an index provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, is used as Underlying:

The Underlying is an index provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer.**]**

[Both **[[**P**][**p**]**rice data**]** **[●]** and**]** [further information about] **[●]** **[**is currently available**]** **[**on the **[●]** website.**]**

Although certain methods are currently used to calculate the index, no guarantee can be given that the calculation methods used will not be modified or changed in a manner that may affect payments to the holders of Warrants.

[Licence notice

[●]]

[*Description of the Underlying to be inserted in addition, if applicable*]

[*If applicable, insert information about the ESG Classification of the Warrants*

Information about the ESG Classification of the Warrants

[*Insert details*]]

FINAL TERMS AND CONDITIONS OF THE WARRANTS

[*<mark>Insert the product versions applicable for the respective series of Warrants that are offered for the first time, including increases of the issue size of these Warrants, to be inserted by repeating the paragraphs contained in the Prospectus under the sections referring to Products 1 to 6, respectively, including the completed placeholders:</mark>* Part A for the Warrants, which is divided into Section I, §§ 1 and 2 (Product Specific Conditions) of the Final Terms and Conditions of the Warrants and Section II, §§ 3 and 4 (Underlying Specific Conditions) of the Final Terms and Conditions of the Warrants, is set out below. Part B of the Final Terms and Conditions of the Warrants as applicable for the Warrants can be found in Part B, §§ 5-11 (General Conditions) of the Terms and Conditions of the Warrants in the Base Prospectus.

[The present Warrants will be consolidated with the Warrants with ISIN [•][, [to be] issued on [•],] [first increase made on [•]] and will form a single issue with them, as a result of which the total number will increase from [•] to [•] Warrants and the total volume will increase from [•] to [•] ([•] Increase).]

[*In the case of UNLIMITED TURBO Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 1 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of MINI Future Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 2 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of Call/Put Warrants, repeat the relevant information in §§ 1 – 4 of Product 3 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of Discount Call/Put Warrants, repeat the relevant information in §§ 1 – 4 of Product 4 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of Constant Leverage Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 5 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of TURBO Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 6 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

Part A for the Warrants, which is divided into Section I, §§ 1 and 2 (Product Specific Conditions) of the Final Terms and Conditions of the Warrants and Section II, §§ 3 and 4 (Underlying Specific Conditions) of the Final Terms and Conditions of the Warrants, is set out below.

Part B of the Final Terms and Conditions of the Warrants as applicable for the Warrants can be found in Part B, §§ 5-11 (General Conditions) of the Terms and Conditions of the Warrants of the Base Prospectus dated 24 October 2022 incorporated by reference into this Base Prospectus.

[*In the case of UNLIMITED TURBO Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 1 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of MINI Future Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 2 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of Call/Put Warrants, repeat the relevant information in §§ 1 – 4 of Product 3 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of Discount Call/Put Warrants, repeat the relevant information in §§ 1 – 4 of Product 4 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

[*In the case of Constant Leverage Long/Short Warrants, repeat the relevant information in §§ 1 – 4 of Product 5 (including further product versions, as appropriate), complete appliable definitions for § 1 of Annex A and complete relevant placeholders*]

Additional Information

Use of proceeds from the issue:

[Statement of purpose for which the proceeds from the issue will be used]	**[**The Issuer will use the net proceeds from the issue exclusively to hedge the liabilities it has under the Warrants towards Warrant Holders.**]** **[*Delete if not applicable*]**
	[*If the Issuer uses the net proceeds from the issue not only for the purpose of hedging the liabilities it has under the Warrants towards the Warrant Holders but also (to a minor extent) for other purposes (in particular in the field of Environmental, Social and Governance issues (ESG)), insert list of most important individual purposes:* Apart from the additional purposes listed below, the Issuer will use the net proceeds from the issue exclusively to hedge the liabilities it has under the Warrants towards Warrant Holders. The Issuer will use an amount of **[***insert amount or percentage including reference value:* **[●]]** to **[***insert additional (minor) purpose):* **[●]]**.
[*Estimated total costs related to issuing/offering the* Warrants]	**[***Insert estimated total costs related to issuing/offering the Warrants (if applicable, the most important individual purposes to be listed individually in the order of priority):* **[●]]***[Delete if not applicable]**
[*Estimated net proceeds from the issue/offer of the* Warrants*]*	**[***Insert estimated net proceeds (if applicable, the most important individual purposes to be listed individually in the order of priority):* **[●]]***[Delete if not applicable]**

Admission of the Warrants to trading:

Listing and admission to trading	**[***If the Warrants are intended to be listed and/or included for trading on a stock exchange, insert:*
	It is intended to apply for the Warrants to be **[**listed for**]** **[**included in**]** **[**admitted to**]** **[**trading on**]** **[**the regulated market of the **[**Frankfurt Stock Exchange**]** **[**Stuttgart Stock Exchange**]]** **[**the Official List of the regulated market of the Luxembourg Stock Exchange**]** **[●]** **[**the open market of the **[**Frankfurt Stock Exchange**]** **[**Stuttgart Stock Exchange**]]** **[**the Euro MTF**]** **[**the Euronext Paris**]** **[**the SeDeX MTF**]** **[**the Nordic MTF**][●]**.
	[The Warrants are intended to be **[**listed on the stock exchange**]** **[**included in trading**]** **[**admitted to trading**]** (at the earliest) on **[●]**.**]**
	[Moreover, it is intended to include the Warrants into **[●]** on the **[●]**.**]]**
	[*If the Warrants are not intended to be listed and/or included for trading on a stock exchange, insert:*

[There are currently no plans to include the Warrants in trading on a stock exchange.**][●]]**

The Warrants are already **[**admitted to trading **[**on the regulated market of the **[**Frankfurt Stock Exchange**] [**and the**] [**Stuttgart Stock Exchange**]] [**included in **[**the open market of **[**Frankfurt Stock Exchange**] [**and the**] [**Stuttgart Stock Exchange**]] [**included in trading on the Euro MTF**]].]**

Terms and conditions of the offer:

[Subscription period] [Offer period]

[From **[●]** until **[**presumably**] [●]** hrs **[**(Frankfurt am Main local time)**] [**on **[●].]**

[The offer of the **[**individual series of Warrants**] [**Warrants**]** begins on **[●] [**and ends **[**at the end of validity of the Prospectus **[**and/or the then current Base Prospectus**]] [**on**] [●]].]**

[Beginning **[**of the public **[**new**] [**and/or**] [**continued**]** offer**] [**the **[●]** increase: **[●]]]**

The validity of the Base Prospectus dated **[●]** ends on **[●]**. From this point in time onwards, these Final Terms [with respect to those Warrants whose term has not been terminated by **[●]]** must be read in conjunction with the current Base Prospectus of BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main, for the issue of new Warrants, continuation of the public offer and increase of the issue size of previously issued Warrants following the Base Prospectus dated **[●].]**

[The Issuer reserves the right to refrain from issuing the Warrants without giving reasons.**]**

[Distributing Agents]

[●][banks**][,][**and**][**public savings banks (*Sparkassen*)**] [**and**] [**other financial intermediaries**]**

Counterparty and underwriter

[BNP Paribas Arbitrage S.N.C.**] [**BNP Paribas S.A.**[,** **[**London**]** Branch **[●]]]**

Subscription process

Issuance currency	[●]
Issue date (value date)	[●]

Initial issue price and Issue Size per series

[The initial issue price per Warrant is [●] (in words: [●]) [plus an offering premium of [●] (in words: [●])]. [The initial issue price per Warrant includes [*If applicable and to the extent known to the Issuer, insert amount of costs and taxes included in the issue price that will be charged to investors:* [●]]]

The Issue Size is [●] (in words [●]) per Warrant.]

[*For an increase of issue size insert:* The initial issue price of the Warrants forming the subject matter of this increase is [●]. The publication of the selling price will take place without undue delay after its determination according to § [●] of the Terms and Conditions of the Warrants of the Original Issuance and in accordance with Article 21 of the Prospectus Regulation.

On the basis of these Final Terms, [●] are offered and consolidated with the Warrants of the Original Issuance [[and][,] the Warrants of the First Increase [*Add further increases already made, if applicable:* [●]] into a single series by way of a tap offer]. The total volume of the series following this increase is now [●].]

[The initial issue price and the volume per Warrant of the individual series of Warrants is shown in the table below.

ISIN	Initial issue price in [euros] [●]	Issue Size
[●]	[●]	[●]

]

[The initial issue price][The initial issue price per Warrant of the individual series of Warrants] [is determined as follows][is]: [●][, plus an offering premium of [●] (in words [●]) per Warrant.] [The initial issue price per Warrant or per Warrant of the individual series of Warrants includes [*If applicable and to the extent known to the Issuer, insert amount of costs and taxes included in the issue price that will be charged to investors:* [●]] [After that, the selling price will be determined by BNP Paribas Arbitrage S.N.C. on an ongoing basis.]

[The Issue Size is [●] (in words [●]) [per series of Warrants] [per Warrant].] [The Issuer reserves the right to increase the Issue Size of the Warrants.]

Member State(s) for which use of the Prospectus by the authorised offeror(s) is permitted

[Belgium][,] [and] [Cyprus][,] [and] [Czech Republic] [,] [and] [Denmark[,] [and] [Estonia][,] [and] [Finland][,] [and] [France][,] [and] [Greece][,] [and] [Hungary][,] [and] [Ireland][,] [and] [Italy][,] [and] [Latvia][,] [and] [Lithuania][,] [and] [Luxembourg][,] [and] [Malta][,] [and] [Norway][,] [and] [Poland][,] [and] [Portugal][,] [and]

	[Slovakia][,] [and] [Slovenia][,] [and] [Spain][,] [and] [Sweden] [and] [The Netherlands]
[Offer to the public in Switzerland]	[Yes][No]
Specification of the tranche reserved for certain markets if the Warrants are offered on the markets of two or more states at the same time	[N/A] [●]
Details (names and addresses) of dealer(s)	[N/A] [●]
[Management and underwriting commission	[*Delete if not applicable*] [●]]
[Sales commission	[*Delete if not applicable*] [●]]
Process for notification of the amount allotted to applicants and indication whether dealing in the Warrants may begin before notification is received in respect of the Warrants	[N/A][The allotment is made[without paying regard to the early end, if applicable, of the subscription period] [on the last day of the subscription period referred to above] [●] and will be notified to each investor via the bank or public savings bank (*Sparkasse*) through which it purchases the Warrants. [*If the Warrants are intended to be listed and/or included for trading on a stock exchange, insert:* The Warrants can[not] start trading in the context of their [listing on the stock exchange] [inclusion in trading] [admission to trading], which is planned to take place within [●] (at the earliest) [●] until the notices to this effect referred to in the foregoing sentence have been served.] [*If the Warrants are not intended to be listed and/or included for trading on a stock exchange, insert:* [Since there are currently no plans to [list the Warrants on a stock exchange] [include the Warrants in trading] [admit the Warrants to trading] on a stock exchange, the Warrants cannot start trading until the notices to this effect referred to in the foregoing sentence have been served.]]

Additional information:

[Applicability of US withholding tax under section 871(m) of the US Internal Revenue Code	[*Delete if not applicable*] [●]]
[Statement pursuant to Article 29(2) of the EU Benchmark Regulation	[*Delete if not applicable*] [*For one Benchmark insert:*

Amounts payable under these Warrants are calculated by reference to [insert name/description of the Benchmark: [●]] provided by [insert name of administrator: [●]].]

[For more than one Benchmark insert:

Amounts payable under these Warrants are calculated by reference to the following Benchmarks provided by the following administrators: [Insert names/descriptions of the relevant Benchmarks and names of the relevant administrators: [●]]]

[As at the date of these Final Terms [Insert name of the administrator(s): [●]] (the "Administrator") [is] [are] [not] included as Administrator in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the EU Benchmark Regulation.]

[Summarise information in table form, if applicable: [●]]

[Current information about whether the [respective] Administrator is included in the register of Administrators and Benchmarks is published [as at the date of these Final Terms] on the ESMA website [●] [www.esma.europa.eu/databases-library/registers-and-data].]]

XV. FORM OF FINAL TERMS INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS

In accordance with Article 8(11) of the Prospectus Regulation, the Issuer may, under the Base Prospectus, continue the public offer of Securities started under the Previous Base Prospectus after the expiry of the validity of the Previous Base Prospectus. Only for the purposes of the requirements in Article 8(11) of the Prospectus Regulation, the Form of Final Terms contained in the Previous Base Prospectus mentioned below are hereby incorporated by reference into this Base Prospectus:

- the Form of the Final Terms contained on pages 199 to 209 of the Base Prospectus dated 24 October 2022 for the issue of new Warrants and increase of the issue size of previously issued Warrants linked to indices, shares, currency exchange rates, metals, commodities, futures contracts and/or depositary receipts of BNP Paribas Emissions- und Handels-gesellschaft mbH.

The relevant Form of Final Terms should be read exclusively against the background of the continuation of the public offer of Warrants issued under the Previous Base Prospectus. However, these Form of Final Terms will not be used for the preparation of new Final Terms under the Base Prospectus.

A list setting out where the information incorporated by reference is included is also provided in section "III. GENERAL INFORMATION ON THE BASE PROSPECTUS, 6. Information incorporated by reference a) Information incorporated by reference regarding the Terms and Conditions of the Warrants and the Form of Final Terms" above.

XVI. CONTINUED OFFERS

The public offer of the Warrants with the following International Securities Identification Number ("**ISIN**") which were already issued under the Base Prospectus dated 24 October 2022 (the "**Previous Base Prospectus**") may be continued under this Base Prospectus after the expiry of the validity period of the Previous Base Prospectus:

DE000BB03HZ7	DE000BB03HV6	DE000BB03HR4	DE000BB0S7Y5	DE000BB0S7Z2
DE000BB03HH5	DE000BB05ZS9	DE000BB02CT3	DE000BB05ZR1	DE000BB05ZU5
DE000BB05ZT7	DE000BB02CZ0	DE000BB05ZV3	DE000BB02C10	DE000BB05ZX9
DE000BB05ZW1	DE000BB02CW7	DE000BB05ZZ4	DE000BB05ZY7	DE000BB02CY3
DE000BB02C28	DE000BB02C36	DE000BB02C44	DE000BB02C51	DE000BB02DB9
DE000BB02C85	DE000BB02C93	DE000BB03H97	DE000BB03H71	DE000BB03H89
DE000BB03H48	DE000BB0TR66	DE000BB03H30	DE000BB03H22	DE000BB03H06
DE000BB0TK14	DE000BB0S6T7	DE000BB06A91	DE000BB06CD8	DE000BB0S6D1
DE000BB0S6K6	DE000BB0CZP6	DE000BB0CZN1	DE000BB0S6F6	DE000BB0S6G4
DE000BB0CZF7	DE000BB06BJ7	DE000BB0CZE0	DE000BB06BG3	DE000BB06BH1
DE000BB06BF5	DE000BB0GRX8	DE000BB0GRY6	DE000BB06BN9	DE000BB0GRZ3
DE000BB0GR04	DE000BB0S587	DE000BB0S595	DE000BB0S546	DE000BB0GRS8
DE000BB0CZS0	DE000BB0GRT6	DE000BB0CZT8	DE000BB0GRU4	DE000BB0CZQ4
DE000BB0CZR2	DE000BB0NY63	DE000BB0NY71	DE000BB0GRL3	DE000BB0GRM1
DE000BB0GRN9	DE000BB0GRR0	DE000BB05Z10	DE000BB05Z02	DE000BB05Z36
DE000BB05Z28	DE000BB05Z44	DE000BB0CZ32	DE000BB0GRG3	DE000BB0CZ40
DE000BB0GRH1	DE000BB0GRJ7	DE000BB0CZ16	DE000BB0CZ24	DE000BB0GRK5
DE000BB0CZ57	DE000BB0CZ08	DE000BB0S7V1	DE000BB0GQ88	DE000BB0S7X7
DE000BB0S7H0	DE000BB0S7L2	DE000BB04ZX2	DE000BB04ZZ7	DE000BB0S686
DE000BB0S694	DE000BB0GPF9	DE000BB04ZS2	DE000BB04ZR4	DE000BB0S7G2
DE000BB04ZU8	DE000BB04ZT0	DE000BB0GPB8	DE000BB0GPC6	DE000BB04ZW4
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