

BERTELSMANN

Bertelsmann SE & Co. KGaA

(Gütersloh, Federal Republic of Germany)

EUR 750,000,000 3.500% Notes due 29 May 2029

Bertelsmann SE & Co. KGaA ("**Bertelsmann**" or the "**Issuer**") will issue on or about 29 November 2022 (the "**Issue Date**") EUR 750,000,000 (the "**Aggregate Principal Amount**") 3.500% Notes due 29 May 2029 at an issue price of 99.536 per cent. of the Aggregate Principal Amount (the "**Notes**"). The Notes will be issued in bearer form in denominations of EUR 100,000. The Notes will be redeemed *at par* on 29 May 2029 (the "**Maturity Date**").

The Notes will bear interest from and including the Issue Date to (but excluding) the Maturity Date at a rate of 3.500 per cent. *per annum*, payable annually in arrear on 29 May in each year, commencing on 29 May 2023 and ending on the Maturity Date (first short coupon).

The obligations under the Notes will constitute unsubordinated and unsecured obligations of the Issuer, ranking *pari passu* among themselves and *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

This prospectus dated 25 November 2022 (the "**Prospectus**") has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") which is the Luxembourg competent authority for the purpose of Regulation (EU) No. 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended, (the "**Prospectus Regulation**"). This Prospectus constitutes a prospectus within the meaning of Article 6(3) of the Prospectus Regulation and will be published together with all documents incorporated by reference in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of Bertelsmann Group (www.bertelsmann.com). Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange (the "**Official List**") and to admit them to trading on the regulated market "*Bourse de Luxembourg*", which is a regulated market for the purposes of the Market in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (as amended, "**MiFID II**") (the "**Regulated Market**").

The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the Notes. By approving this Prospectus in accordance with Article 6(4) of the Luxembourg Law of 16 July 2019 on prospectuses for securities (*loi relative aux prospectus pour valeurs mobilières*), the CSSF does not give any undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in Notes.

This Prospectus will be valid until 25 November 2023 and may in this period be used for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply once the Notes have been admitted to trading on the regulated market of the Luxembourg Stock Exchange and at the latest upon expiry of the validity period of this Prospectus.

The Notes will be governed by the laws of the Federal Republic of Germany.

The Notes have been assigned the following securities codes: ISIN XS2560753936, Common Code 256075393, WKN: A30V33.

The Notes are expected to be assigned a rating of BBB (outlook stable) by S&P Global Ratings Europe Limited and Baa2 (outlook stable) of Moody's Investors Service España S.A. Each of S&P Global Ratings Europe Limited and Moody's Investors Service España S.A. is established in the European Union and is registered under Regulation (EC) No. 1060/2009 on credit agencies as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**") and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website as of the date of this Prospectus. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Global Coordinators to the Issuer/Joint Bookrunners

Barclays

BNP PARIBAS

Joint Bookrunners

Commerzbank

Landesbank Baden-
Württemberg

Société Générale
Corporate & Investment Banking

RESPONSIBILITY STATEMENT

Bertelsmann SE & Co. KGaA ("**Bertelsmann**" or the "**Issuer**" together with its consolidated group companies, the "**Bertelsmann Group**") with its registered office in Gütersloh, Federal Republic of Germany accepts responsibility for the information given in this Prospectus including the documents incorporated by reference herein.

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

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

NOTICE

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

No person is authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer, the Global Coordinators or the Joint Bookrunners set forth on the cover page (each a "**Manager**" and together, the "**Managers**"). None of the Managers have independently verified the Prospectus and none of them assumes any responsibility for the accuracy of the information and statements contained in this Prospectus and no representations express or implied are made by the Managers or their affiliates as to the accuracy and completeness of the information and statements herein. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the financial situation of the Issuer or Bertelsmann Group since the date of this Prospectus, or, as the case may be, the date on which this Prospectus has been most recently supplemented, or that the information herein is correct at any time since the date of this Prospectus or, as the case may be, the date on which this Prospectus has been most recently supplemented.

Neither the Managers nor any other person mentioned in this Prospectus, except for the Issuer, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons makes any representation or warranty or accepts any responsibility as to the accuracy and completeness of the information contained in any of these documents. The Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

To the extent permitted by law, the Managers do not accept any responsibility for the contents of the Prospectus or for any other statements made or purported to be made by the Managers or on their behalf in connection with the Issuer or the Notes. The Managers accordingly disclaim all and any liability whether arising in tort or contract or otherwise which they might otherwise have in respect of this Prospectus or any such statement.

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

The language of the Prospectus is English. For the purpose of issuing the Notes under German law the German language version of the Terms and Conditions shall be controlling and legally binding.

The securities described herein are complex financial instruments and are not a suitable or appropriate investment for all investors and should not be promoted, offered, distributed and/or sold to investors for whom they are not appropriate. Any person who might promote, offer, distribute or sell the securities described herein is hereby notified by the Issuer and each of the Managers that it shall comply at all times with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the securities described herein (including without limitation the Directive 2014/65/EU (as amended) as implemented in each Member State of the EEA) and any other applicable laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the securities described herein by investors in any relevant jurisdiction.

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

- (i) have sufficient knowledge and experience in financial and business matters to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets;
- (v) know, that it may not be possible to dispose of the Notes for a substantial period of time, if at all;
- (vi) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and

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

For the avoidance of doubt, the content of any website referred to in this Prospectus with the exception of links to the electronic addresses where information incorporated by reference is available does not form part of this Prospectus and the information on such websites has not been scrutinised or approved by the CSSF as competent authority under the Prospectus Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – PROFESSIONAL CLIENTS AND ELIGIBLE COUNTERPARTIES ONLY

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**") and (ii) all channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – PROFESSIONAL CLIENTS AND ELIGIBLE COUNTERPARTIES ONLY

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

PRIIPs / IMPORTANT – EEA RETAIL INVESTORS

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

UK PRIIPs IMPORTANT – UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Delegated Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Authority ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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

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

This Prospectus does not constitute an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Managers or any of them that any recipient of the Prospectus should subscribe or purchase any Notes. Each recipient of the Prospectus shall be taken to have made its own investigation and appraisal of the condition (financial and otherwise) of the Issuer.

STABILISATION

In connection with the issue of the Notes, Barclays as the stabilisation manager (the "**Stabilisation Manager**") (or persons acting on behalf of the Stabilisation Manager) may over-allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilisation Manager (or persons acting on behalf of the Stabilisation Manager) will undertake stabilisation action. Any stabilisation action may begin at any time after the adequate public disclosure of the terms of the offer of the Notes and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager (or person(s) acting on behalf of the Stabilisation Manager) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "*anticipate*", "*believe*", "*could*", "*estimate*", "*expect*", "*intend*", "*may*", "*plan*", "*predict*", "*project*", "*will*" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding Bertelsmann Group's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including Bertelsmann Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. Bertelsmann Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "*Risk Factors*" and "*General Information about Bertelsmann SE & Co. KGaA and Bertelsmann Group*". These sections include more detailed descriptions of factors that might have an impact on Bertelsmann Group's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuer nor the Managers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

TABLE OF CONTENTS

Page

Risk Factors	7
Risk Factors regarding Bertelsmann SE & Co. KGaA and Bertelsmann Group.....	7
Risk Factors regarding the Notes	15
Terms and Conditions.....	19
General Information about Bertelsmann SE & Co. KGAA and Bertelsmann Group	40
1. Introduction	40
2. Selected Financial Information.....	40
3. Capitalisation of Bertelsmann Group	42
4. General, History and Development of Bertelsmann SE & Co. KGaA	43
5. Investments and Financing	43
6. Business Overview and Principal Markets	43
7. Organisational Structure.....	45
8. Trend Information	45
9. Administrative, Supervisory Boards and Management	45
10. Historical Financial Information	49
11. Statutory Auditors	49
12. Auditing of Historical Annual Financial Information.....	49
13. Legal and Arbitration Proceedings	49
14. Share Capital	51
15. Material Contracts	51
16. Recent Events	51
17. Significant Change in Bertelsmann's financial position	51
18. Rating.....	52
19. Documents Available	52
Taxation	53
Subscription and Sale of the Notes	54
Selling Restrictions	55
General Information	58
Authorisation	58
Use of Proceeds	58
Listing and Admission to Trading	58
Expenses related to admission to trading	58
Clearing Systems	58
Yield	58
A description of any restrictions on the transferability of the Notes	58
Legal Entity Identifier	58
Credit Rating	58
Documents on Display.....	59
Documents Incorporated by Reference	60
Comparative Table of Documents incorporated by Reference	60
Availability of Incorporated Documents	61
Names and Addresses	62

RISK FACTORS

The following is a disclosure of risk factors that are specific to Bertelsmann and/or may affect the ability of Bertelsmann to fulfil its respective obligations under the Notes and that are material to the Notes in order to assess the market risk associated with these Notes. Prospective investors should consider these risk factors before deciding to purchase the Notes.

Prospective investors should consider all information provided in this Prospectus and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another.

Words and expressions defined in "Terms and Conditions" of the Notes below shall have the same meanings in this section.

RISK FACTORS REGARDING BERTELSMANN SE & CO. KGAA AND BERTELSMANN GROUP

Bertelsmann's business, financial condition or results of operations could suffer adverse material effects due to any of the following risks. This could have an adverse effect on the market price of the Notes, and the Issuer may ultimately not be able to meet its obligations under the Notes. While all the risks considered material are described below, these are not the only risks Bertelsmann faces. Additional risks not known by Bertelsmann or not presently considered material might also impair Bertelsmann's business operations.

The risk factors regarding the Issuer are presented in the following categories with the most material risk factor presented first in each category depending on their nature:

1. Risks related to the Issuer's business activities, industry and competition
2. Risks related to the Issuer's financial situation
3. Legal risks

1. Risks related to the Issuer's business activities, industry and competition

An overall substantial weakening of economic conditions could severely impact Bertelsmann's business.

Bertelsmann is dependent on the economic environment and trends in the world economy and may be adversely affected by downturns in regional or worldwide economies, market crises as well as prolonged periods of instability, in particular if such developments negatively affect advertising expenditure and consumer demand.

The war in Ukraine and the coronavirus pandemic represent major threats to the development of the global economy, lead to a high degree of uncertainty and may, either directly or indirectly, negatively impact Bertelsmann, its clients, investors and credit markets. In addition to the economic and social impacts of the still ongoing coronavirus pandemic as well as other factors affecting the economy, the war in Ukraine in particular has severe negative impacts on the economic development and already resulted or may in the future result in economic downturns in markets relevant for Bertelsmann. The negative effects on the global economy arising from the war in Ukraine and any relating continued increase of geopolitical tensions are not yet foreseeable and could have a material adverse effect on Bertelsmann's business, results of operations and financial condition. The United Kingdom's exit from the EU (Brexit) has resulted in continued economic challenges for individual businesses relevant for Bertelsmann. In addition, further geopolitical crises, national deficits, currency turbulence or the introduction of higher tariffs as a result of rising protectionist tendencies could interfere with economic performance and influence Bertelsmann's risk situation.

Advertising expenditure and consumer spending are heavily correlated to consumer demand, which in turn is strongly affected by the trends of gross domestic product ("**GDP**") and unemployment rate. The business of the RTL Group critically depends on the sale of advertising space. Advertising revenues in the markets of the RTL Group have been materially adversely affected by recent economic and market conditions, and any deterioration of such conditions can cause the revenues and profits of the RTL Group to decline significantly. In addition, TV broadcasters may also cut expenditure on programming generated by the TV production subsidiary Fremantle. At the same time, the RTL Group has substantial

commitments to acquire programs in the future the amount and the terms of which the RTL Group may not be able to renegotiate in response to a decline in advertising revenues, which could lead to lower operating margins as well as over-accumulation of programme inventory. Increasing competition in particular in the area of program acquisition and TV production, and the growing dependence on individual production companies could also impact RTL Group's ability to generate revenues. Furthermore, increasing competition and constant change, particularly in the digital environment, are resulting in a stronger fragmentation of RTL Group's markets as audiences will have more choice (e.g., through online platforms) and, at the same time, the market-entry barriers are being lowered.

For Penguin Random House, an economic crisis may cause declining consumer spending. Additionally, due to the shift to online orders and ebooks there is an increased risk of losing major customers in a crisis, especially bookstore retailers as a result of insolvencies. Falling e-book sales due to a change in market conditions constitute another risk for Penguin Random House. A further risk attributable to the changing retail landscape is declining sales volumes in brick-and-mortar book retail, which – in addition to general economic risks - could lead to lower sales.

Risks that affect BMG are predominantly associated with the client portfolio, in particular contract extensions with artists and authors as well as contractual relationships with business partners. There are also risks resulting from corporate growth, especially regarding the (new) business integration and the scaling of the (new) technical platform and organization.

Arvato is exposed to risks from customer and supplier relationships. On the supplier side there are risks associated with the availability of services. New competitors entering the market could intensify the competitive pressure and lead to lower margins. Technological trends arising from digitisation and ongoing automation could in some cases damage the business model and competitiveness in individual customer segments.

For Bertelsmann Printing Group, the most significant risks are possible further capacity adjustments due to a deterioration in market development and existing or growing overcapacities in the print market. Other significant risks include the growing shortage of raw materials, rising prices for raw materials, the loss of customers as well as price and margin pressures resulting from the overall market environment. The coronavirus pandemic accelerated the digital substitution of print products and a deterioration in the economic environment may also lead to declining circulations or even product discontinuations.

For Bertelsmann Education Group, increasing competition from existing training providers and the possible market entry of new providers, particularly in the U.S. healthcare market, could lead to growing price and margin pressure and to reduced new customer acquisition, and negatively impact the planned growth targets.

The key risks for Bertelsmann Investments consist of falling portfolio valuations and a lack of exit opportunities.

If any of the risks mentioned above were to materialize, they could adversely affect Bertelsmann's business, reputation, financial condition and results of operations. Also, as a consequence of the above described risks, Bertelsmann may encounter difficulties in its refinancing or may only be able to refinance itself at unfavourable rates.

Rising factor costs caused by high inflationary pressure along with an economic slowdown represent a risk for Bertelsmann's business.

A number of countries is currently experiencing significant price and cost increases as well as supply difficulties. High inflation rates places real wages under pressure or may even lead to falling real wages in many countries, subduing private consumption, which can have negative effects on Bertelsmann. In addition, rising costs of personnel, material and energy in particular due to inflation and/or supply difficulties are negatively impacting Bertelsmann's business. These higher costs can only be partially offset by price adjustments and efficiency measures. A potential recession driven by, among other factors, high inflation rates could also have a negative impact on Bertelsmann, and the RTL Group's advertising-financed businesses in particular. In addition, possible further capacity adjustments at the Bertelsmann Printing Group are becoming more likely in light of a downturn in the market development. The above described risks, and if such risks worsen, could have a material adverse effect on Bertelsmann's business, results of operations and financial condition.

Changes in technology, in consumer consumption patterns and changing demographics may adversely affect demand for Bertelsmann's entertainment products or increase the cost of producing or distributing products.

Bertelsmann Group's media and entertainment businesses depend significantly on their ability to acquire, develop, adopt and exploit new technologies to distinguish their products and services from those of Bertelsmann's competitors. In addition, new technologies affect the demand for Bertelsmann Group's products and the time and manner in which consumers acquire and view some of its products. Bertelsmann may be required to invest significant resources to further adapt to the changing competitive environment. In case of the RTL Group, new streaming competitors like Disney and Apple or established streaming providers like Netflix and Amazon may negatively affect the audience share of RTL TV. Additionally, changing demographics in its core markets may result in a decrease of the target age group and the RTL Group may be unable to reposition its leading channels to be attractive to an older audience. Even if RTL Group is successful in doing so, its advertising clients may determine that an older audience does not have the same commercial relevance and purchase less advertising space.

Technological developments may increase the threat of content piracy and limit Bertelsmann's ability to protect its intellectual property rights.

Bertelsmann's products and services are largely comprised of intellectual property content delivered through a variety of media, including television, journals, newspapers, books, ebooks and online, including the internet. Bertelsmann relies on trademark, copyright, patent and other intellectual property laws to establish and protect its proprietary rights in these products and services. However, Bertelsmann's proprietary rights may be challenged, limited, invalidated or circumvented. Despite trademark and copyright protection and similar intellectual property protection laws, third parties may be able to copy, infringe or otherwise profit from its proprietary rights without authorisation.

Bertelsmann Group seeks to limit the threat of content piracy; however, policing unauthorised use of the Bertelsmann Group's products and services and related intellectual property is often difficult and the steps taken by Bertelsmann may not in every case prevent the infringement by unauthorised third parties. Developments in technology, including digital copying, file compressing and the growing penetration of broad-band internet connections, increase the threat of content piracy by making it easier to duplicate and widely distribute pirated material. Bertelsmann Group has taken, and will continue to take, a variety of actions to combat piracy, both individually and together with industry associations. There can be no assurance that Bertelsmann Group's efforts to enforce its rights and protect its intellectual property will be successful in preventing content piracy. Content piracy presents a threat to Bertelsmann Group's revenues from products and services based on intellectual property.

Information Security Risks could have a material adverse effect on the ability of some of the companies of the Bertelsmann Group to operate their business and on the results of operations.

For Bertelsmann, the ability to provide information in a timely, complete, and confidential way, and to process it without disruptions, is crucial to its success and it continues to grow in importance. The same applies for the structured management of cyber risks across the Bertelsmann Group. Even though Bertelsmann is addressing the challenging operating environment, in particular regarding cyber threats, through various measures, it cannot be excluded that information security risks could materialize. This could have a material adverse effect on the ability to operate the business and thus could negatively affect the business, financial condition or results of operations of Bertelsmann Group.

Changes to respective intellectual property regimes could have a material adverse effect on the ability of some of the companies of the Bertelsmann Group to operate their business and on the results of operations.

Some companies of the Bertelsmann Group, in particular the RTL Group and Penguin Random House, are dependent on the development and use of intellectual property in order to grow its content business. As such, they are vulnerable to changes in the laws, rules and regulations relating to intellectual property in the jurisdictions in which they operate, which could affect their ability to obtain new intellectual property rights over Bertelsmann's content, as well as their ability to use or enforce their existing intellectual property rights. Such changes could therefore have a material adverse effect on their ability to operate their business and could have a material adverse effect on their business, financial condition or results of operations.

Future reviews of the EU copyright framework may threaten some of the fundamental principles of the business of the Bertelsmann Group such as limits to the exclusive rights, territorial exclusivity for audiovisual content and copyright contract law, which could in turn have a material adverse effect on its business, financial condition or results of operations. Furthermore, any significant changes to the law affecting the licensing of content for internet distribution could lead to loss of some revenue associated

with delivering exclusive or other content on the internet and have a material adverse effect on the business, financial condition or results of operations.

The introduction and increased popularity of alternative technologies for the distribution of news, entertainment and other information and the resulting shift in consumer habits and/or advertising expenditures to other media could adversely affect Bertelsmann's results of operations.

The ongoing digitisation is resulting in an increasing fragmentation of RTL Group's markets as audiences will have more choice (for example through online platforms) and, at the same time, the market-entry barriers are being lowered. The possible risks of this for RTL Group are decreasing audience shares and, ultimately, lower advertising revenues. These changes may have negative effects on the advertising revenues of the RTL Group and/or require substantial investments in new programming or distribution channels to attract audiences. In addition, a more fragmented digital environment may affect the relevance of the RTL Group brand to viewers and advertisers which may in turn affect the ability of the RTL Group to sell advertising space at adequate prices and thereby cause a decrease of advertising revenues. This could negatively affect operating results.

In January 2017, the EU Commission issued its proposal for a new regulation on privacy and electronic communications (ePrivacy Regulation). This regulation would replace the current ePrivacy directive. However, as of the date of this Prospectus, the EU Member States have not yet been able to agree on the draft legislation. The negotiations of the ePrivacy regulation are still ongoing.

If the ePrivacy regulation as amended by the Parliament was enacted, which is still uncertain, it would have a material adverse effect on the Issuer's business, financial condition or results of operations.

Increased competitive pressures may reduce Bertelsmann's revenues or increase Bertelsmann's costs. In particular advertising revenues are critically dependent on the sale of commercial advertising time or space at competitive prices. The competition for the leisure and entertainment time of audiences has intensified in recent years, in part due to advances in technology.

Bertelsmann Group faces substantial competition in each of its businesses from alternative providers of the products and services it offers and from other forms of entertainment. Bertelsmann's businesses compete with each other and all other sources of news, information and entertainment, including broadcast television, movies, live events, radio broadcasts, home video products, print media and the internet. Technological advancements, such as video on demand, new video formats and streaming capabilities and downloading via the internet, have increased the number of media and entertainment choices available to consumers and intensified the challenges posed by audience fragmentation. The increasing number of choices available to audiences could negatively impact not only consumer demand for Bertelsmann's products and services, but also advertisers' willingness to purchase advertising space from Bertelsmann's businesses. If Bertelsmann Group does not respond appropriately to further increases in the leisure and entertainment choices available to consumers, it could have an adverse effect on the Issuer's competitive position and revenues. Bertelsmann also must compete to obtain human resources, programming and other resources required in operating its businesses. In particular:

- RTL Group's television stations compete for viewers with other broadcast, cable and satellite services as well as with streaming services, home video products and internet usage, e.g. Youtube;
- RTL Group's television stations compete for the sale of advertising time with other broadcast, cable and satellite services, as well as newspapers, magazines and the internet. The operating results of the RTL Group are dependent on the importance of television as an advertising medium. In the highly competitive advertising market, factors like the development of audience market shares of the broadcasters of the RTL Group and the public funding available to some of the competitors may impair the ability of the RTL Group to increase or maintain the current level of advertising sales or pricing;
- RTL Group is in increasing competition for attractive and popular entertainment, sports and other content, the acquisition of creative talent and popular entertainers, access to content from third party suppliers such as Hollywood studios and subject to changing audience taste. Failures in these areas may affect its ability to expand and retain the audience of the RTL Group, increase the programme costs and reduce the advertising revenues of the RTL Group;
- Some of RTL Group's publicly owned and funded competitors are subject to limitations regarding the times at which they are permitted to broadcast advertising. A loosening of these restrictions may further increase competition for advertising revenues and cause a decrease of prices for advertising space;

- Penguin Random House competes with other publishers for established authors;
- Penguin Random House's book business faces increased customer concentration through Amazon;
- The economic environment of Bertelsmann Printing Group is characterised by shrinking markets and overcapacities. Risks can arise from a continuing market concentration leading to tougher price competition and lower margins;
- Much of the advertising is sold to clients or media agencies that enjoy significant bargaining power by virtue of the volumes they purchase. Any increase in the client's bargaining power could impair the ability of the various companies of the Bertelsmann Group to increase or maintain the current level of advertising revenues.

Competition in each of these areas may divert consumers from Bertelsmann's products, or to other products or other forms of entertainment, which could reduce Bertelsmann Group's revenue or increase its marketing costs. In addition, competition for the acquisition of resources can increase the cost of producing products and services.

Customer risks, in particular the greater dependence on a few major customers in structural terms, are the most significant risks for Bertelsmann Printing Group. There are also risks from the market environment, which is characterized by shrinking markets and overcapacity. Risks can arise from a continuing market concentration leading to tougher price competition and lower margins.

In case of failure to integrate newly acquired businesses or implement joint ventures on schedule or on the terms and conditions envisaged such businesses and joint ventures may not produce the desired or anticipated results

While Bertelsmann and its subsidiaries pursue selected acquisition and joint venture opportunities, there can be no assurance that it will be possible to identify suitable acquisition targets or joint venture partners in the future, or that it will be possible to finance such transactions or ventures on acceptable terms. Further, there can be no assurances that any acquisitions or joint ventures which have been made or which might be entered into in the future will be integrated or implemented successfully or will achieve the desired or expected benefits and financial objectives. In evaluating potential acquisition or co-operation opportunities, certain assumptions regarding the future combined results of the existing and acquired operations or the envisaged co-operation will be made. In certain transactions, the acquisition analysis includes assumptions regarding the consolidation of operations and improved operating cost structures for the combined operations. There can be no assurance that such synergies or benefits will be achieved on the assumed time schedule or in the assumed amount, if at all. Failures or delays in integrating acquisitions or implementing joint ventures could have a material adverse effect on Bertelsmann's business, results of operations and financial condition. Moreover, even in cases in which such transactions or ventures are completed on schedule and according to plan, the synergies actually resulting from an acquisition or the benefits actually derived from a cooperation can ultimately differ materially from Bertelsmann's estimates or expectations, which could have a material adverse effect on Bertelsmann's business, results of operations and financial condition.

Bertelsmann may have difficulties with the recruitment, development and retention of skilled employees especially in the tech and data area. In addition, some divisions depend heavily on talents to create innovative media content, media-related products, and services and educational offerings in a rapidly changing environment.

Rapidly changing markets, accelerated even more by the coronavirus pandemic, and fast-moving developments in Bertelsmann's business segments pose challenges to Bertelsmann's recruitment of personnel, particularly in the tech and data area, as well its employees who need to be more willing and able to adapt in the future. There are also continuing demographic risks that impact the recruitment as well as the development and retention of talents due to a shifting age average in the workforce. The coronavirus pandemic has also resulted in a shortage of qualified personnel in many operational business areas, and a number of measures, in particular customized training opportunities, comprehensive health programs, competitive remuneration and flexible working models, are required to counteract this shortage with remaining uncertainty if such measures are effective to the extent necessary. If Bertelsmann were unable to recruit, develop and retain qualified personnel to the extent necessary, this could have a material adverse effect on Bertelsmann's business, results of operations and financial condition.

2. Risks related to the Issuer's financial situation

Bertelsmann may require substantial debt financing and is therefore susceptible to changes in interest rates.

Bertelsmann requires a wide range of financing in order to finance the operations of its businesses. A significant increase in interest rates, substantial delays in payments as well as other events can increase the demands on Bertelsmann's liquidity and net working capital. The interest expense from borrowing is influenced by market-based fluctuations in interest rates. Increases in interest rates can cause the interest expense to increase.

Bertelsmann attempts to limit some of the risks that arise from changes in interest rates by means of hedging transactions. The maturity structure of interest-bearing debt is controlled at two levels, first by selecting appropriate fixed interest-rate periods of the original financial liabilities affecting liquidity, then by using interest-rate derivatives consisting solely of interest-rate swaps. However, there is a risk that these interest-rate hedging transactions will not fully protect Bertelsmann and its subsidiaries from fluctuations in interest rates or, conversely, will be unnecessary expenses as a result of favourable movements in interest rates. The assumptions and decisions Bertelsmann makes with regard to the future movement of interest rates and the degree to which Bertelsmann undertakes risk avoidance or tolerates risk therefore have a significant effect on the success of the hedging strategy, which if unsuccessful, would have an adverse effect on the business, financial condition and results of operations.

Existing insurance coverage may turn out to be inadequate

The Issuer seeks to cover foreseeable risks through insurance coverage. Such insurance coverage, however, may not fully cover the risks to which the Issuer is exposed. For certain risks, adequate insurance coverage may not be available on the market or may not be available at reasonable conditions. Consequently, any harm resulting from the materialisation of these risks could result in significant capital expenditures and expenses as well as liabilities, thereby harming the Issuer's business and operating results.

Fluctuations in exchange rates may negatively affect Bertelsmann's reported results.

Bertelsmann's financial statements are expressed in euro and are, therefore, subject to movements in exchange rates on the translation of the financial information of businesses whose operational currencies are other than the euro. These so called translation risks arising are not hedged. The United States are Bertelsmann's most important foreign market and, accordingly, significant fluctuations in U.S. dollar/euro exchange rates can significantly affect the Issuer's reported results from year to year.

On-balance-sheet and forecast transactions exposed to foreign currency fluctuation risks are to some extent hedged by currency derivatives (currency swaps, futures and forwards). Firm commitments made in foreign currency are only partly hedged at the time the commitment is made, with the hedged amount increasing over time. There is a risk that these exchange-rate hedging transactions will not fully protect the Issuer and its subsidiaries from fluctuations in exchange rates or, conversely, will be unnecessary expenses as a result of favourable movements in exchange rates. The assumptions and decisions Bertelsmann makes with regard to the future movement of exchange rates and the degree to which Bertelsmann undertakes risk avoidance or tolerates risk therefore have a significant effect on the success of the hedging strategy, which if unsuccessful, would have an adverse effect on Bertelsmann's business, financial condition and results of operations.

Counterparty Risk from financial transactions with Financial Institutions and non-Financial Institutions may exist

The Issuer continuously invests money at financial and non-financial institutions and enters into derivative transactions with financial institutions. In those financial transactions counterparties may not be able to fulfil their obligations towards the Issuer, e.g. return investments, pay interest or settle derivative contracts. Although the Issuer has implemented a counterparty risk management system and a limit system in order to reduce the counterparty risk and the financial impact resulting from the realisation of a counterparty risk, the realisation of a counterparty risk and the occurrence of a material adverse financial impact resulting therefrom cannot finally be excluded.

3. Legal risks

Bertelsmann is exposed to legal risks

Companies of the Bertelsmann Group are, and may in the future be, involved in legal, administrative and arbitration proceedings. Such proceedings could involve substantial claims for damages or could involve the payment of fines, damages or other payments.

Several subsidiaries of RTL Group are being sued by the broadcaster RTL 2 Fernsehen GmbH & Co. KG and its sales house El Cartel Media GmbH & Co. KG before the regional court (*Landgericht*) in Düsseldorf, Federal Republic of Germany, seeking disclosure of information to substantiate a possible claim for damages. The proceedings follow the imposition of a fine in 2007 by the German Federal Cartel Office for abuse of market dominance with regard to discount scheme agreements (share deals) granted by AD Alliance GmbH (former IP Deutschland GmbH) and SevenOne Media GmbH to media agencies. The court case will continue. Ultimately, it could take 15 to 20 years after filing (2008) for a final judgment to be handed down. Similar proceedings from other small broadcasters, initiated in different courts, were unsuccessful or have been withdrawn.

In June 2016, the main competitors of Fun Radio alleged that the radio station influenced in its favor a survey conducted by the Médiamétrie Institute to determine audience market share. It was claimed that a host on the morning show encouraged his listeners to vote for Fun Radio in this survey. In response to these allegations, Médiamétrie decided to remove Fun Radio from its surveys. Following a legal procedure initiated by Fun Radio, Médiamétrie was required to reinstate Fun Radio in the audience results surveys as of September 2016. As of September 2017, Médiamétrie has again published the full audience results for Fun Radio. In parallel to the above procedure, in December 2016, the main competitors of Fun Radio also filed a claim for damages, claiming unfair competition, but this procedure was suspended until the expert report was presented, and was restarted in the first quarter of 2020. Negotiations on a settlement with two remaining claimants failed in late July 2020. For this reason, the court case still continues as of the date of this Prospectus with oral hearings being scheduled for November 21, 2022 and December 5, 2022.

On February 22, 2018, the Spanish Competition Authority (CNMC) communicated to Atresmedia the opening of a proceeding for sanctions in relation to possible practices restricting competition prohibited by article 1 of the Spanish Competition Act. On February 6, 2019, the CNMC notified the Statement of Objections in which it assumes proven that specific commercial practices by Atresmedia are restrictive of competition. On November 12, 2019, the CNMC Board announced its decision and imposed a fine of EUR 38.2 million. The case is also ongoing with regard to the obligation of complying with the CNMC order, which requests the discontinuation of certain business practices. Atresmedia is researching with external legal advisors whether it should appeal against the court's judgment on the CNMC order. The prospects of success are perceived to be very slim. Furthermore, the Spanish association Forta is assessing whether it should also file for damages due to lost profit as a result of the sales practices of Atresmedia and Mediaset España. Atresmedia remains convinced that the decision made by the CNMC is not sufficiently justified and expects a positive outcome. The prospects of success are based, inter alia, on the outdated definition of the advertising market used by CNMC. Bertelsmann is planning a merger of RTL Nederland and Talpa Network in the Netherlands, for which the respective approvals of the relevant authorities are still outstanding as of the date of this Prospectus. An antitrust decision concerning the proposed merger of Talpa Network and RTL Nederland is expected for this fall.

If the risks described above were to materialise, this could have an adverse effect on Bertelsmann's business, financial condition and results of operations.

Compliance risks

Even though the Issuer has detailed anti-corruption and integrity processes and rules in place such as the Bertelsmann code of conduct and the executive board guideline that expressly prohibit all forms of corruption and bribery, there can be no guarantee that no compliance infringements will ever occur. The prohibition outlined above also applies to all third parties that work for, with or on behalf of Bertelsmann, as stipulated in the supplier code of conduct. Along with instructions for dealing with officials, and guidelines for the granting or accepting of gifts in the context of business relations, the anti-corruption and integrity executive board guideline prescribes appropriate due diligence processes in dealing with third parties. A due diligence review is carried out for each individual risk profile through a corresponding risk classification. The general business partner risk and the supply chain risk are assessed annually as part of the Bertelsmann compliance risk analysis. However, it cannot be fully ruled out that our prevention and control measures as well as our reporting channels may fail from time to time, in particular regarding the

involvement of third parties and in the case of deliberate, reckless or inadvertent acts of our employees or third parties that are in breach with our internal compliance policies or any other applicable law.

Regulatory changes could impact Bertelsmann's business model

Bertelsmann is operating world-wide and is therefore subject to a variety of laws and regulations that may change from time to time and could thus negatively impact Bertelsmann's business, financial condition and results of operations. Consequently, Bertelsmann is exposed to a variety of legal and regulatory risks concerning, for example, litigation or varying interpretations of tax assessment criteria. Bertelsmann has television and radio operations in several European countries that are subject to regulations. In the Federal Republic of Germany, for example, the media is subject to oversight by the commission on concentration in the media. Moreover, education activities are subject to regulatory provisions of government authorities and accreditation bodies. Some of the financial services activities are subject to banking supervision regulations. Bertelsmann Group companies occupy leading market positions in many lines of business, and may therefore have limited potential for growth through acquisition due to antitrust legislation. Other risks include litigation relating to company acquisitions and disposals, as well as increased data protection regulations leading to growing challenges, especially for data-based business models. These risks are being continuously monitored by the relevant divisions within the Group.

The year 2021 demonstrated how quickly the investment environment in the People's Republic of China ("China") can change. This became apparent from the more consistent enforcement of antitrust and data protection regulations, especially with regard to the tech giants. At the same time, the Chinese government is tackling what it sees as undesirable social developments by implementing regulatory interventions, e.g., in the areas of education and fintech. This is influencing the focus of (Bertelsmann Asia Investments') (BAI) investment activities, the growth expectations of the businesses and possible exit channels with regard to the existing portfolio. Possible exit timings may generally be pushed back. Foreign direct investments in China are also subject to regulatory restrictions. To satisfy local requirements, most of Bertelsmann's investments in China are organized through variable interest entity structures ("variable interest entities" (VIE)). This is a standard market practice for investments in China and only rarely subject to judicial disputes. However, there is a certain risk that it will not be possible to safeguard VIE structures through the courts, particularly if China changes its policies or if courts and authorities change their case law or administrative practice toward investments by foreigners (particularly in respect to VIE structures). Tensions between the United States and China could also have an adverse effect on BAI's portfolio of listed companies and on the exit channel of a public listing in the U.S. Pursuant to the Holding Foreign Companies Accountable Act (HFCAA) which came into effect on December 18, 2020, the U.S. Securities and Exchange Commission (SEC) is directed to prohibit the trading of shares in companies on U.S. stock exchanges if these companies' annual financial statements have, for three successive years, not been audited by auditing firms who are themselves subject to oversight by the U.S. Public Company Accounting Oversight Board (PCAOB). The HFCAA also requires non-US issuers whose auditors are not subject to inspection by the PCAOB to disclose ownership and control by non-US governmental entities, and to identify Chinese Communist Party officials on their boards of directors. In the meantime, Chinese and U.S. authorities could reach an agreement on how to enforce the HFCAA which still has to be proven in practice. Bertelsmann's lawyers and external legal counsel are working closely with Bertelsmann Group's legal department to follow further developments in order to anticipate legal and economic consequences early on. This affects companies within BMG, Arvato and most investments by BAI.

The realization of any of these risks could have a material adverse effect on the business, financial condition and results of operations of the Bertelsmann Group.

RISK FACTORS REGARDING THE NOTES

The risk factors regarding the Notes are categorised as follows:

1. Risks related to the nature of the Notes
2. Risks related to Terms and Conditions of the Notes
3. Risks related to Solvency of the Issuer
4. Other related Risks

When a risk factor is relevant in more than one category, such risk factor is presented only under the category deemed to be the most relevant for such risk factor. The most significant risk factor under each category is presented first. The other risk factors are not ordered by significance or probability of the risk being materialized. The significance is assessed mainly on the basis of two criteria, (i) the probability that the risk will materialize and (ii) the magnitude of the negative effect the materialized risk may have on any investor.

1. Risk related to the nature of the Notes

Market price risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels or the lack of or excess demand for the relevant type of Notes. The holders of Notes (the "**Holders**") are therefore exposed to the risk of an unfavorable development of market prices of their Notes, which materializes if the Holders sell the Notes prior to the final maturity of such Notes. If a Holder of Notes decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the Terms and Conditions.

A holder of fixed rate securities is particularly exposed to the risk that the price of such securities falls as a result of changes in the market interest rate. While the nominal interest rate of the Notes is fixed during the life of such Notes, the current interest rate on the capital market (the "**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of fixed rate notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate notes typically falls, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of fixed rate notes typically increases, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If the Holder of fixed rate notes holds such notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, the principal amount of such Notes.

An active trading market for the Notes may not develop.

The Notes constitute a new issue of securities. Prior to this offering, there has been no public market for the Notes. Although application has been made for the Notes to be listed on the official list of and to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, an active public market for the Notes may not develop and Holders may not be able to sell their Notes or there can be no assurance on the price at which Holders may be able to sell their Notes. Even if such a market were to develop, the Notes could trade at prices that may be lower than the initial offering price depending on many factors, including prevailing interest rates, Bertelsmann Group's operating results, the market for similar securities and other factors, including general economic conditions, performance and prospects, as well as recommendations of securities analysts. The liquidity of, and the trading market for, the Notes may also be adversely affected by declines in the market for debt securities generally. Such a decline may affect any liquidity and trading of the Notes independent of Bertelsmann Group's financial performance and prospects. If a market were to develop, the Managers are under no obligation to maintain such a market. In an illiquid market, an investor might not be able to sell his Notes at all or at any time at fair market prices. The possibility to sell the Notes might additionally be restricted due to country-specific reasons. Further, a market for the Notes may be subject to disruptions. Any such disruptions may have an adverse effect on the Holders.

2. Risks related to specific Terms and Conditions of the Notes

The Notes are subject to certain early redemption risks.

Holders should be aware that the Notes may be redeemed (i) at the option of the Issuer in certain scenarios, i.e. three months prior to maturity, for reasons of minimal outstanding amount (clean-up call) or at any time at the Make-Whole Redemption Amount and (ii) upon the occurrence of a Change of Control as more fully described in the Terms and Conditions. In addition, the Issuer will always have the right to redeem the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes as a result of a change in, or amendment to, laws or regulations affecting taxation as set out in the Terms and Conditions.

If the Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise his optional call right if the yield on comparable Notes in the capital market has increased. In this event, an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the Issuer may exercise any optional call right irrespective of market interest rates on a call date.

Exchange rate risks and exchange controls.

The Notes are denominated in euro. Potential investors should bear in mind that an investment in the Notes involves currency risks. This presents certain risks relating to currency conversions if a Holder's financial activities are denominated principally in a currency or currency unit (the "investor's currency") other than euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of the euro or revaluation of the investor's currency) and the risk that authorities with jurisdiction over the investor's currency may impose or modify exchange controls. An appreciation in the value of the investor's currency relative to the euro would decrease (i) the investor's currency-equivalent yield on the Notes, (ii) the investor's currency equivalent value of the principal payable on the Notes and (iii) the investor's currency-equivalent market value of the Notes. In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, Holders may receive less interest or principal than expected, or no interest or principal.

Certain rights of the Holders under the Terms and Conditions may be amended or reduced or even cancelled by Holders' resolutions and any such resolution will be binding for all Holders of the Notes. Any such resolution may effectively be passed with the consent of less than a majority of the Aggregate Principal Amount of the Notes outstanding.

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

If a Holders' representative will be appointed, the Holders may be deprived of their individual right to pursue and enforce their rights under the Terms and Conditions against the Issuer.

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

3. Risks associated with Solvency of the Issuer

Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments.

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

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

Risk of change in market value.

The market value of the Notes is influenced by a change in the creditworthiness (or the perception thereof) of the Issuer and by the credit rating of the Issuer and a number of other factors including, but not limited to, market interest, rate of return and certain market expectations with regard to the Issuer making use of a right to call the Notes for redemption prior to the Maturity Date.

The value of the Notes depends on a number of interacting factors, including, but not limited to, economic and political events in the Federal Republic of Germany or elsewhere, factors affecting the capital markets in general and the stock exchanges on which the Notes are traded. The price at which a Holder can sell the Notes might be considerably below the issue price or the purchase price paid by such Holder.

4. Other risks related to the Notes

There is no limitation on the Issuer to incur additional indebtedness ranking *pari passu* with the Notes. The Notes do not contain any financial covenants.

The Issuer has not entered into any restrictive covenants in connection with the issuance of the Notes regarding its ability to incur additional indebtedness ranking *pari passu* to the obligations under or in connection with the Notes. The incurrence of any such additional indebtedness may reduce the amount recoverable by Holders in the event of insolvency or liquidation of the Issuer and may negatively affect the Issuer's ability to perform its obligations under the Notes. In such case, the market price of the Notes may be negatively affected and the Holders might not be able to realize the expected yield from the investment in the Notes.

The credit rating of the Notes may not reflect all associated risks.

The market value of the Notes is likely to be dependent upon the level of credit rating assigned to the long-term debt of the Issuer. Rating agencies may change, suspend or withdraw their ratings at short notice for a variety of reasons, which could also be due to buybacks of outstanding financial instruments of the Issuer such as hybrids. A rating's change, suspension or withdrawal may affect the price and the market value of the outstanding Notes. An investor may thus incur financial disadvantages as he may not be able to sell the Notes at a fair price. The Notes are expected to be rated upon issuance by S&P Global Ratings Europe Limited and Moody's Investors Service España S.A. The credit rating assigned to the Notes may not reflect the potential impact of all risks related to their structure, market, the factors discussed above and other circumstances that may affect the market value of the Notes. If the ratings of the Notes were to be lowered, this may have a negative impact on the trading price of the Notes. In addition, Moody's, S&P or any other rating agency may change its methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Notes. A credit rating is not a recommendation to buy, sell or hold Notes and may be revised or withdrawn by the relevant rating agency at any time.

Payments under the Notes may be subject to German taxation for Holders resident in certain tax

havens pursuant to the German Defense Against Tax Haven Act

Pursuant to section 10 of the German Defense Against Tax Haven Act (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb* – "**GDATHA**"), which entered into force on 1 January 2022, income generated, *inter alia*, from financial relationships (*Finanzierungsbeziehungen*) is subject to a withholding tax if the creditor of such financial relationships is resident in a non-cooperative tax jurisdiction (*nicht kooperatives Steuerhoheitsgebiet*) included on the EU list of non-cooperative tax jurisdictions published in the Official Journal of the European Union, as amended from time to time.

Given the lack of a clear definition and, at this point, relevant case law as well as administrative guidance, it cannot be ruled out that the Notes will be classified as financial relationships in this meaning by the tax authorities and / or tax courts and that, therefore, Holders who are resident in non-cooperative tax jurisdictions are liable for German (corporate) income tax with respect to interest under the Notes.

If this was the case, the Issuer would be obligated to effect a deduction in respect of such German tax from payments of interest made to Holders residing in non-cooperative tax jurisdictions. Pursuant to the Terms and Conditions of the Notes, in this situation no additional amounts would be paid to such Holders as would be necessary for the net amounts received by such Holders after such deduction to be equal to the respective amounts which would have been received without such deduction.

TERMS AND CONDITIONS

The German text of the Terms and Conditions of the Notes is controlling and legally binding. The English translation is for convenience only.

Der deutsche Text der Anleihebedingungen der Schuldverschreibungen ist maßgeblich und rechtsverbindlich. Die englische Übersetzung dient lediglich Informationszwecken.

ANLEIHEBEDINGUNGEN der

Schuldverschreibungen der

Bertelsmann SE & Co. KGaA
(Gütersloh, Bundesrepublik Deutschland)

TERMS AND CONDITIONS of the

Notes issued by

Bertelsmann SE & Co. KGaA
(Gütersloh, Federal Republic of Germany)

§ 1 WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

(1) *Währung; Stückelung.* Die Anleihe der Bertelsmann SE & Co. KGaA (die "**Emittentin**"), begeben am 29. November 2022 (der "**Begebungstag**") in Euro ("**EUR**") (die "**festgelegte Währung**") im Gesamtnennbetrag von (vorbehaltlich § 1(4)) EUR 750.000.000 (in Worten: Euro siebenhundertfünfzig Millionen) ist eingeteilt in 7.500 unter sich gleichberechtigte, auf den Inhaber lautende Schuldverschreibungen in einer Stückelung von EUR 100.000 (die "**festgelegte Stückelung**") (die "**Schuldverschreibungen**").

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jeweils eine "**Globalurkunde**").

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage

§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* The issue by Bertelsmann SE & Co. KGaA (the "**Issuer**") issued on 29 November 2022 (the "**Issue Date**") in Euro ("**EUR**") (the "**Specified Currency**") in the aggregate principal amount of (subject to § 1(4)) EUR 750,000,000 (in words: Euro seven hundred fifty million) (the "**Aggregate Principal Amount**") is divided into 7,500 notes in a denomination of EUR 100,000 (the "**Specified Denomination**") each payable to bearer and ranking *pari passu* with each other (the "**Notes**").

(2) *Form.* The Notes are in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary Global Note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated with a control signature. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after

nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern (wie in § 4 (3) definiert).

(4) *Clearingsystem.* Die Globalurkunde, die die Schuldverschreibungen verbrieft, wird von einem oder für ein Clearingsystem verwahrt. "**Clearingsystem**" bedeutet jeweils folgendes: Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Großherzogtum Luxemburg ("**CBL**") und Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien ("**Euroclear**"), (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") und jeder Funktionsnachfolger.

Die Schuldverschreibungen werden in Form einer New Global Note ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist maßgebliche Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Rückzahlung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher,

the date of issue of the Temporary Global Note. Such exchange shall only be made to the extent that certifications have been delivered to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1 (3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 4 (3)).

(4) *Clearing System.* The Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means each of the following: Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**") and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**"), (CBL and Euroclear each an "**ICSD**" and together "**ICSDs**") and any successor in such capacity.

The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in

dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.

(5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

§ 2 STATUS, NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen der Emissionsstelle zur Verfügung gestellt worden sind), weder ihr gesamtes noch einen Teil ihres gegenwärtigen oder zukünftigen Vermögens mit Pfandrechten, Rechten aus Abtretung oder Übertragung, Hypotheken oder Grundpfandrechten oder sonstigen Sicherungsrechten zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit (wie nachstehend definiert), die von der Emittentin (oder einer anderen Person) eingegangen oder garantiert ist, zu belasten oder solche Rechte zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit in gleicher Weise und anteilmäßig teilnehmen zu lassen. Diese Verpflichtung findet jedoch keine Anwendung in Bezug auf Sicherungsrechte, die auf einem Vermögensgegenstand zum Zeitpunkt des Erwerbs durch die Emittentin lasten.

Für die Zwecke dieser Bedingungen bezeichnet "**Kapitalmarktverbindlichkeit**" jede Verbindlichkeit hinsichtlich der Rückzahlung geliehener Geldbeträge, die durch Schuldscheine oder durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen

respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

(5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

§ 2 STATUS, NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

(2) *Negative Pledge.* So long as any Note remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, the Issuer undertakes not to grant or permit to subsist any pledge, assignment, transfer, mortgage of or other charge or security interest over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined below) issued or guaranteed by the Issuer (or issued or guaranteed by any other person), without at the same time having the Holders share equally and rateably in such security; provided that this obligation does not apply to security interests of any kind that are already attached to an asset at the time when such asset is acquired for by the Issuer.

For the purpose of these Terms and Conditions "**Capital Market Indebtedness**" means any obligation for the payment of borrowed money which is in the form of, or represented or evidenced by, a certificate of indebtedness or in the form of, or represented or evidenced by, bonds, notes, loan stock or other

anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft, verkörpert oder dokumentiert sind.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar vom 29. November 2022 (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich) mit jährlich 3,500%. Die Zinsen sind nachträglich am 29. Mai eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am 29. Mai 2023 und beläuft sich auf EUR 1.735,62 je festgelegte Stückelung.

(2) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, endet die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen nicht am Tag der Fälligkeit, sondern erst mit Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht. Die Verzinsung des ausstehenden Gesamtnennbetrages vom Tag der Fälligkeit an (einschließlich) bis zum Tag der Rückzahlung der Schuldverschreibungen (ausschließlich) erfolgt zum gesetzlich festgelegten Satz für Verzugszinsen¹.

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

(4) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum") die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.

§ 4 ZAHLUNGEN

(1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearingsystem oder dessen Order zur

securities which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market.

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their aggregate principal amount at the rate of 3.500 per cent., per annum from (and including) 29 November 2022 to (but excluding) the Maturity Date (as defined in § 5 (1)). Interest shall be payable in arrears on 29 May in each year (each such date, an "Interest Payment Date"). The first payment of interest shall be made on 29 May 2023 and will amount to EUR 1,735.62 per Specified Denomination.

(2) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue at the default rate of interest established by law² on the outstanding aggregate principal amount of the Notes beyond the due date until the expiry of the day preceding the day of the actual redemption of the Notes.

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

(4) *Day Count Fraction.* "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "Calculation Period") the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 BGB.

² The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 paragraph 1, 247 BGB (*German Civil Code*).

Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems außerhalb der Vereinigten Staaten.

account holders of the Clearing System outside the United States.

- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

- (b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe des nachstehenden Absatzes 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

(2) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Vereinigte Staaten.* Für die Zwecke des § 1 (3) und dieses § 4 und § 6 (2) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *United States.* For purposes of § 1 (3) and this § 4 and § 6 (2), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

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

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

(5) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

(5) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag (außer einem Samstag oder Sonntag), an dem alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") und das betreffende Clearingsystem geöffnet sind, um die betreffenden Zahlungen weiterzuleiten.

For these purposes, "**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") and the relevant Clearing System are open to forward the relevant payment.

(6) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf

(6) *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of

Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 29. Mai 2029 (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag ("**Rückzahlungsbetrag**") in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Emissionsstelle und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin

the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(7) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 29 May 2029 (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3 (1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest (if any) accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on

erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise innerhalb des Wahl-Rückzahlungszeitraumes (Call) am Wahlrückzahlungstag, wie nachstehend angegeben, zum Rückzahlungsbetrag nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Wahl-Rückzahlungszeitraum (Call) bezeichnet den Zeitraum ab dem 28. Februar 2029 (einschließlich) bis zum Fälligkeitstag (ausschließlich).

Wahl-Rückzahlungstag bezeichnet den Tag innerhalb des Wahl-Rückzahlungszeitraums, an dem die Rückzahlung erfolgen wird.

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die genaue Bezeichnung der zurückzuzahlenden Schuldverschreibungen;
- (ii) eine Erklärung, ob die Schuldverschreibungen ganz oder teilweise zurückgezahlt werden und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
- (iii) den Wahl-Rückzahlungstag, der nicht weniger als dreißig Tage und nicht mehr als sechzig Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearingsystems ausgewählt. Die teilweise Rückzahlung wird in den Registern von

which the Issuer would be obligated to pay such Additional Amounts where a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) Early Redemption at the Option of the Issuer.

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes within the Call Redemption Period on the Call Redemption Date set forth below at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the Call Redemption Date.

Call Redemption Period means the period from, and including, 28 February 2029 to, but excluding, the Maturity Date.

Call Redemption Date means the date within the Call Redemption Period on which the redemption will occur.

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:

- (i) the exact specification of the Notes subject to redemption;
- (ii) whether the Notes are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
- (iii) the Call Redemption Date, which shall be not less than thirty days nor more than sixty days after the date on which notice is given by the Issuer to the Holders.

- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a

CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.

reduction in aggregate principal amount, at the discretion of CBL and Euroclear.

(4) *Kontrollwechsel*. Wenn zu einem Zeitpunkt, zu dem die Schuldverschreibungen noch nicht vollständig zurückgezahlt sind, ein Kontrollwechsel eintritt und während der Kontrollwechselfrist eine Herabstufung des Ratings erfolgt (zusammen ein "**Rückzahlungsereignis**"), so hat jeder Gläubiger das Recht (sofern die Emittentin nicht vor Abgabe der unten genannten Rückzahlungsmitteilung mitgeteilt hat, dass sie die Schuldverschreibungen nach § 5 Absatz 2 (*Vorzeitige Rückzahlung aus steuerlichen Gründen*) zurückzahlen wird), von der Emittentin zu verlangen, seine Schuldverschreibungen am Obligatorischen Rückzahlungstag zum Nennbetrag zuzüglich Zinsen bis zum Obligatorischen Rückzahlungstag (ausschließlich) zurückzuzahlen.

(4) *Change of Control*. If at any time while any Notes remain outstanding there occurs a Change of Control and within the Change of Control Period a Rating Downgrade occurs (together, a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5 (2) (*Early Redemption for Reasons of Taxation*)) to require the Issuer to redeem each of the Notes held by such Holder on the Mandatory Redemption Date at its principal amount together with interest accrued to but excluding the Mandatory Redemption Date.

Sobald die Emittentin davon Kenntnis erhält, dass ein Rückzahlungsereignis eingetreten ist, hat sie den Gläubigern dies unverzüglich gemäß § 13 (*Mitteilungen*) mitzuteilen (eine "**Rückzahlungsmitteilung**"). In der Rückzahlungsmitteilung sind die Art des Rückzahlungsereignisses anzugeben, die Umstände, die zu dem Rückzahlungsereignis geführt haben, sowie die Modalitäten der Ausübung des in diesem § 5 Absatz 4 geregelten Rechts auf vorzeitige Rückzahlung.

Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 13 (*Notices*) specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5 (4).

Die wirksame Ausübung des in diesem § 5 Absatz 4 geregelten Rechts auf vorzeitige Rückzahlung setzt voraus, dass der Gläubiger innerhalb der Ausübungsfrist der Emissionsstelle nach dem hierfür von Euroclear und CBL vorgesehenen Prozedere (welches auch vorsehen kann, dass die Mitteilung durch oder auf Veranlassung von Euroclear oder CBL oder einer gemeinsamen Verwahrstelle auf elektronischem Wege an die Emissionsstelle übermittelt wird), das von Euroclear und CBL von Zeit zu Zeit festgelegt wird, mitgeteilt hat, dass er das Recht auf vorzeitige Rückzahlung ausübt.

In order to exercise the right to require redemption or, as the case may be, purchase of a Note under this § 5 (4), the Holder of the Notes must, within the Put Period, give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of Euroclear and CBL (which may include notice being given on his instruction by Euroclear or CBL or any common depositary for them to the Fiscal Agent by electronic means) in a form acceptable to Euroclear and CBL from time to time.

In dieser Bestimmung haben die folgenden Begriffe die folgende Bedeutung:

For the purposes of this Condition:

Ein "**Kontrollwechsel**" gilt jedes Mal dann als eingetreten (ob die persönlich haftende Gesellschafterin oder die persönlich haftenden Gesellschafter oder der Aufsichtsrat der Emittentin zustimmen oder nicht), wenn eine Person oder mehrere Personen, die ihr Verhalten aufeinander abgestimmt haben, oder im Auftrag solcher Personen handelnde Personen, bei denen es sich nicht um

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the personally liable shareholder(s) (*persönlich haftende Gesellschafter(in)*) or the Supervisory Board (*Aufsichtsrat*) of the Issuer) any person or any persons acting in concert or persons acting on behalf of any such persons other than

- (i) die Bertelsmann Stiftung,
- (ii) Mitglieder der Familie Mohn und/oder
- (iii) eine oder mehrere Personenvereinigungen oder Gesellschaften, an der oder an denen direkt oder indirekt im Wesentlichen nur die Bertelsmann

- (i) Bertelsmann Stiftung,
- (ii) Members of the Mohn Family and/or
- (iii) one or more associations or entities the interests or shares in which are primarily owned, directly or indirectly, by Bertelsmann Stiftung and/or

Stiftung und/oder Mitglieder der Familie Mohn beteiligt sind,

Members of the Mohn Family

handelt, direkt oder indirekt mehr als 50% (i) der Komplementäranteile der persönlich haftenden Gesellschafterin oder der persönlich haftenden Gesellschafter der Emittentin oder der Anteile an der persönlich haftenden Gesellschafterin oder der persönlich haftenden Gesellschafter der Emittentin, oder (ii) der Kapitalanteile an der Emittentin erwerben.

acquire directly or indirectly more than 50 per cent. of (i) the shares of the general partner (*Komplementäranteile*) of the personally liable shareholder(s) of the Issuer or of the shares in the personally liable shareholder(s) of the Issuer or (ii) the issued capital (*der Kapitalanteile*) of the Issuer.

"Bertelsmann Stiftung" bezeichnet die Bertelsmann Stiftung, Gütersloh.

"Bertelsmann Stiftung" means the Bertelsmann Stiftung, Gütersloh.

"Mitglieder der Familie Mohn" bezeichnet Reinhard und Elisabeth Mohn und die mit ihnen im Sinne von § 1589 des Bürgerlichen Gesetzbuches verwandten Personen.

"Members of the Mohn Family" means Reinhard and Elisabeth Mohn and relatives pursuant to section 1589 of the German Civil Code (*Bürgerliches Gesetzbuch*).

"Kontrollwechselfrist" ist der Zeitraum, der 120 Tage nach dem Mitteilungstag endet.

"Change of Control Period" means the period ending 120 days after the Date of Announcement.

"Mitteilungstag" ist der Tag, an dem die Emittentin zum ersten Mal mitteilt, dass ein Kontrollwechsel eingetreten ist.

"Date of Announcement" means the date of the first public announcement by the Issuer that a Change of Control has occurred.

"Investment Grade-Rating" ist im Falle von S&P ein Rating von wenigstens BBB- (oder vergleichbar), im Fall von Moody's ein Rating von wenigstens Baa3 (oder vergleichbar) bzw. ein entsprechendes Rating einer anderen Ratingagentur.

"Investment Grade Rating" means a rating of at least BBB- (or equivalent thereof) in the case of S&P or a rating of at least Baa3 (or equivalent thereof) in the case of Moody's or the equivalent in the case of any other Rating Agency.

"Investment Grade-Wertpapier" ist jedes Geratete Wertpapier, das von allen Ratingagenturen, die ein Rating für dieses Wertpapier vergeben haben, ein Investment Grade-Rating erhalten hat.

"Investment Grade Securities" means Rated Securities which have an Investment Grade Rating from each Rating Agency that assigns a rating to such Rated Securities.

"Obligatorischer Rückzahlungstag" ist der siebte Tag nach dem letzten Tag der Ausübungsfrist.

"Mandatory Redemption Date" is the seventh day after the last day of the Put Period.

"Ausübungsfrist" ist der Zeitraum von 45 Tagen seit der Abgabe einer Rückzahlungsmitteilung (wobei der Tag der Rückzahlungsmitteilung mitzuzählen ist).

"Put Period" means the period of 45 days from and including the date on which a Put Event Notice is given.

"Geratete Wertpapiere" sind:

"Rated Securities" means:

- (a) die Schuldverschreibungen sowie
- (b) alle anderen vergleichbaren langfristigen Fremdkapitalinstrumente der Emittentin, die von der Emittentin durch Mitteilung gemäß § 13 zu Gerateten Wertpapieren im Sinne dieser Definition erklärt worden sind und die durch mindestens eine Ratingagentur geratet sind.

- (a) the Notes; or
- (b) such other comparable long-term debt of the Issuer selected by the Issuer from time to time and notified to the Holders in accordance with § 13 for the purpose of this definition which possesses a rating by any Rating Agency.

"Ratingagenturen" meint jede Ratingagentur von S&P Global Ratings Europe Limited ("**S&P**"), Moody's Investors Service España S.A ("**Moody's**") und ihre jeweiligen Rechtsnachfolger sowie jede andere Ratingagentur, die von oder im Namen der Emittentin beauftragt wird.

"Rating Agency" means each of the rating agencies of S&P Global Ratings Europe Limited ("**S&P**") and Moody's Investors Service España S.A Inc. ("**Moody's**") or any of their respective successors or any other rating agency appointed by or on behalf of the Issuer.

Eine **"Herabstufung des Ratings"** liegt vor:

"Rating Downgrade" means either:

(a) wenn während der Kontrollwechselfrist

- (i) ein einem Gerateten Wertpapier zugeordnetes Rating zurückgezogen wird oder
- (ii) sofern ein Geratetes Wertpapier, am Mitteilungstag ein Investment Grade-Wertpapier war, dieses Geratete Wertpapier kein Investment Grade-Rating durch mindestens eine Ratingagentur mehr hat; oder
- (iii) (sofern am Mitteilungstag kein Geratetes Wertpapier über ein Investment Grade-Rating verfügt) das Rating eines Gerateten Wertpapiers von einer Ratingagentur um eine oder mehrere volle Stufen (*notches*) herabgestuft wird (also z.B. von BB+ nach BB durch S&P oder von Ba1 nach Ba2 durch Moody's bzw. eine entsprechende Herabstufung innerhalb eines vergleichbaren Ratingsystems),

wobei jedoch nur dann eine Herabstufung des Ratings vorliegt, wenn der Entzug oder die Herabstufung des Ratings ausweislich der öffentlichen Verlautbarung oder einer an die Emittentin gerichteten schriftlichen Bestätigung der betreffenden Ratingagentur zumindest teilweise auf den Kontrollwechsel zurückzuführen ist; oder

(b) wenn am Mitteilungstag keine Gerateten Wertpapiere vorhanden sind und entweder:

- (i) die Emittentin nicht jede zumutbare Anstrengung unternimmt, um innerhalb von 45 Tagen nach dem Mitteilungstag von einer Ratingagentur für die Gerateten Wertpapiere ein Rating zu erhalten, oder
- (ii) die Emittentin solche Bemühungen zwar unternimmt, aber aufgrund des Kontrollwechsels am Ende der Kontrollwechselfrist noch immer keine Investment Grade-Wertpapiere vorhanden sind und die Ratingagentur öffentlich mitteilt, oder gegenüber der Emittentin schriftlich bestätigt, dass ihre Weigerung, ein Investment Grade-Rating zu vergeben, zumindest teilweise auf den Kontrollwechsel zurückzuführen ist.

(5) *Kündigungsrecht der Emittentin und vorzeitige Rückzahlung zum Make-Whole Rückzahlungsbetrag.*

(a) Die Emittentin ist berechtigt, unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit mit Wirkung zu dem in der Kündigungserklärung

(a) within the Change of Control Period:

- (i) any rating assigned to the Rated Securities is withdrawn; or
- (ii) if a Rated Security was an Investment Grade Security on the Date of Announcement, such Rated Security no longer is assigned an Investment Grade Rating by at least one Rating Agency; or
- (iii) (if at the Date of Announcement no Rated Security had an Investment Grade Rating) the rating of any Rated Security is lowered one or more full rating notch by any Rating Agency (for example from BB+ to BB by S&P and Ba1 to Ba2 by Moody's or such similar lower of equivalent rating),

provided that a Rating Downgrade shall occur by virtue of a particular withdrawal of or reduction in rating if the Rating Agency withdrawing or making the reduction in the rating publicly announces or confirms in writing to the Issuer that the withdrawal or reduction was the result, in whole or in part, of the relevant Change of Control; or

(b) if at the Date of Announcement, there are no Rated Securities and either:

- (i) the Issuer does not use all reasonable endeavours to obtain, within 45 days of the Date of the Announcement, from a Rating Agency a rating for the Rated Securities; or
- (ii) the Issuer does use such endeavours, but, as a result of such Change of Control, at the expiry of the Change of Control Period there are still no Investment Grade Securities and the relevant Rating Agency announces or confirms in writing to the Issuer that its declining to assign an Investment Grade Rating was the result, in whole or in part, of the relevant Change of Control.

(5) *Issuer Call Right and Early Redemption at the Option of the Issuer at the Make-Whole Redemption Amount.*

(a) The Issuer may, upon giving not less than 30 and not more than 60 days' irrevocable notice of redemption to the Holders, call the Notes for early redemption (in whole but not in part) at any time with effect on the redemption date specified

gemäß § 5(5)(f) festgelegten Rückzahlungstag (der "**Make-Whole Rückzahlungstag**") zur vorzeitigen Rückzahlung unwiderruflich zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem Make-Whole Rückzahlungstag zu ihrem Make-Whole Rückzahlungsbetrag zuzüglich der bis zu dem Make-Whole Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

(b) Der "**Make-Whole Rückzahlungsbetrag**" bezeichnet den durch die Make-Whole Berechnungsstelle (wie untenstehend definiert) berechneten höheren Betrag von

- (i) 100% des Nennbetrags und
- (ii) der Summe aus dem abgezinsten Marktwert der zurückzuzahlenden Schuldverschreibungen und der Summe der vorgesehenen Zinszahlungen bezüglich dieser Schuldverschreibungen für die Verbleibende Laufzeit (unter Ausschluss von Zinsen bis zum Make-Whole Rückzahlungstag (ausschließlich)), abgezinst auf den Make-Whole Rückzahlungstag auf einer jährlichen Basis (unter Annahme eines Jahres von 360 Tagen und zwölf Monaten zu jeweils 30 Tagen) unter Anwendung eines Abzinsungssatzes, der der Summe aus (x) der Benchmark-Rendite und (y) der Make-Whole Rückzahlungsmarge entspricht.

(c) Die "**Verbleibende Laufzeit**" bezeichnet in Bezug auf die Schuldverschreibungen den Zeitraum von dem Make-Whole Rückzahlungstag (einschließlich) bis zum Fälligkeitstag (ausschließlich).

(d) Die "**Benchmark-Rendite**" bezeichnet die am Rückzahlungs-Berechnungstag (wie nachstehend definiert) angezeigte Rendite wie sie um 12:00 Uhr (Frankfurter lokaler Zeit) auf der Benchmark-Wertpapier Bildschirmseite hinsichtlich des Benchmark-Wertpapiers erscheint oder, falls eine solche Rendite zu dieser Uhrzeit nicht festgestellt werden kann, die Rendite, wie sie an dem Rückzahlungs-Berechnungstag zu einer anderen Uhrzeit, die der Emittentin als angemessen erscheint und der Make-Whole Berechnungsstelle mitgeteilt wird, auf der Bildschirmseite angezeigt wird.

in the notice in accordance with § 5(5)(f) (the "**Make-Whole Redemption Date**"). If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes, on the Make-Whole Redemption Date, at their Make-Whole Redemption Amount plus accrued interest to (but excluding) the Make-Whole Redemption Date.

(b) The "**Make-Whole Redemption Amount**" means an amount calculated by the Make-Whole Calculation Agent (as defined below) equal to the higher of:

- (i) 100 per cent. of the Principal Amount; and
- (ii) the sum of the then present value of the market of the Notes to be redeemed and the aggregate amount of scheduled interest payment(s) on such Notes for the Remaining Term (exclusive of interest accrued to (but excluding) the Make-Whole Redemption Date) discounted to the relevant Make-Whole Redemption Date on an annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the sum of: (x) the Benchmark Yield and (y) the Make-Whole Redemption Margin.

(c) "**Remaining Term**" means, with respect to the Notes, the period from (and including) the Make-Whole Redemption Date to (but excluding) the Maturity Date.

(d) The "**Benchmark Yield**" means the yield at the Redemption Calculation Date (as defined below) as appearing at 12:00 noon (local time in Frankfurt am Main) on the Benchmark Security Screen Page in respect of the Benchmark Security, or if such yield cannot be so determined at such time, the yield determined as aforesaid as appearing on the Benchmark Security Screen Page at such other time on the Redemption Calculation Date as may be considered to be appropriate and notified to the Make-Whole Calculation Agent by the Issuer.

Für die Zwecke dieser Regelungen:

"**Benchmark-Wertpapier**" bezeichnet die DBR 0,250% (ISIN: DE0001102465 mit Fälligkeit im Februar 2029). Falls das Benchmark-Wertpapier zurückgezahlt wurde, wird ein vergleichbares Wertpapier, von der Festlegungsstelle um 11 Uhr

For the purposes hereof:

"**Benchmark Security**" means the DBR, 0.250 per cent. (ISIN: DE0001102465 due in February 2029). If the Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Determination Agent at 11.00 a.m. CET (Frankfurt time) on the

(Frankfurter Zeit) am Rückzahlungsberechnungstag bestimmt, welches der Emittentin und der Make-Whole Berechnungsstelle von der Festlegungsstelle schriftlich mitgeteilt wird.

"Festlegungsstelle" bezeichnet eine unabhängige international anerkannte Bank oder eine unabhängige Finanzberaterin mit einschlägiger Expertise, die von der Emittentin auf eigene Kosten rechtzeitig vor Ausübung des Kündigungsrechts gemäß diesem § 5(5) ausgewählt und bestellt werden wird;

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

"Ähnliches Wertpapier" bezeichnet eine von der Bundesrepublik Deutschland begebene Referenzanleihe oder Referenzanleihen mit einer zur Verbleibenden Laufzeit vergleichbaren oder interpolierten Laufzeit, die zum Zeitpunkt der Auswahl für die Preisfestsetzung von neu begebenen Unternehmensanleihen in der festgelegten Währung mit einer zur Verbleibenden Laufzeit vergleichbaren Laufzeit unter Anwendung einschlägiger Finanzpraxis üblicherweise herangezogen werden würde.

"Rückzahlungs-Berechnungstag" ist der zehnte Zahltag vor dem Tag, an dem die Schuldverschreibungen gemäß diesem § 5(5) zurückgezahlt werden.

(e) **"Make-Whole Rückzahlungsmarge"** bezeichnet 0,250%.

(f) Die Kündigung ist den Anleihegläubigern durch die Emittentin gemäß § 13 bekannt zu machen und sollte zumindest Angaben enthalten über:

- (i) den Make-Whole Rückzahlungstag; sowie
- (ii) den Namen und die Geschäftsstelle der Institution, welche durch die Emittentin als Make-Whole Berechnungsstelle bestellt wurde.

(6) *Kündigungsrecht der Emittentin bei geringem ausstehenden Gesamtnennbetrag.* Falls die Emittentin und/oder eine Tochtergesellschaft allein oder gemeinsam Schuldverschreibungen im Volumen von 75% oder mehr des ursprünglich begebenen Gesamtnennbetrages der Schuldverschreibungen erworben und entwertet hat, kann die Emittentin die

Redemption Calculation Date, quoted in writing by the Determination Agent to the Issuer and the Make-Whole Calculation Agent.

"Determination Agent" means the investment bank or financial institution of international standing or an independent financial adviser with relevant expertise which will be selected and appointed by the Issuer at its own expense in good time prior to the exercise of the call right in accordance with this § 5(5);

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

"Similar Security" means a reference bond or reference bonds issued by the Federal Republic of Germany having an actual or interpolated maturity comparable to the Remaining Term that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of comparable maturity to the Remaining Term.

"Redemption Calculation Date" means the tenth Payment Business Day prior to the date on which the Notes are redeemed in accordance with this § 5(5).

(e) The **"Make-Whole Redemption Margin"** means 0.250 per cent.

(f) Notice of redemption shall be given by the Issuer to the Holders in accordance with § 13 and shall at least specify:

- (i) the Make-Whole Redemption Date; and
- (ii) name and office of the institution appointed by the Issuer as Make-Whole Calculation Agent.

(6) *Issuer Call Right in the case of Minimal Outstanding Aggregate Principal Amount.* In the event that the Issuer and/or any Subsidiary has, severally or jointly, purchased and cancelled Notes equal to or in excess of 75 per cent. of the Aggregate Principal Amount of the Notes initially issued the Issuer may call and redeem (a **"Clean-up Call"**) the remaining Notes

verbleibenden Schuldverschreibungen (insgesamt, jedoch nicht teilweise) nach unwiderruflicher Kündigungsmitteilung an die Anleihegläubiger gemäß § 13 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tagen kündigen (ein "**Clean-up Kündigungsrecht**") und jeweils zu einem Betrag zurückzahlen, der dem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Zinsen entspricht.

(in whole but not in part) upon giving not less than 30 and not more than 60 days' irrevocable notice of redemption to the Holders in accordance with § 13 in each case at the Final Redemption Amount plus any interest (if any) accrued to (but excluding) the date of such redemption.

§ 6 DIE EMISSIONSSTELLE, DIE ZAHLSTELLEN UND DIE MAKE-WHOLE BERECHNUNGSSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Emissionsstelle, die anfänglich bestellte Zahlstelle und die Make-Whole Berechnungsstelle und deren jeweilige bezeichnete Geschäftsstelle lauten wie folgt:

Emissionsstelle, Zahlstelle und Make-Whole Berechnungsstelle:

Deutsche Bank Aktiengesellschaft
Trust & Agency Services
Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

Die Emissionsstelle die Zahlstelle und die Make-Whole Berechnungsstelle behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle, einer Zahlstelle oder der Make-Whole Berechnungsstelle zu ändern oder zu beenden und eine andere Emissionsstelle oder zusätzliche oder andere Zahlstellen oder eine andere Make-Whole Berechnungsstelle, vorausgesetzt dass, sofern nicht anderweitig hier geregelt, diese Zahlstelle nicht in den Vereinigten Staaten sein wird, zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle unterhalten.

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die Emissionsstelle, die Zahlstelle und die Make-Whole Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 6 THE FISCAL AGENT, THE PAYING AGENTS AND THE MAKE-WHOLE CALCULATION AGENT

(1) *Appointment; Specified Offices.* The initial Fiscal Agent, Paying Agent and the Make-Whole Calculation Agent and their respective initial specified offices are:

Fiscal Agent, Paying Agent and Make-Whole Calculation Agent:

Deutsche Bank Aktiengesellschaft
Trust & Agency Services
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

The Fiscal Agent, the Paying Agent and the Make-Whole Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent or the Make-Whole Calculation Agent and to appoint another Fiscal Agent or additional or other Paying Agent or another Make-Whole Calculation Agent, provided that, except as otherwise provided in this paragraph, no such Paying Agent shall be located in the United States. The Issuer shall at all times maintain a Fiscal Agent.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days prior notice thereof shall have been given to the Holders in accordance with § 13.

(3) *Agents of the Issuer.* The Fiscal Agent, the Paying Agent and the Make-Whole Calculation Agent act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird; oder
- (e) aufgrund der Ansässigkeit des Gläubigers in

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made at source without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless the Issuer is required by law to pay such withholding or deduction.

In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in a law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later, or
- (e) are payable by reason of the Holder residing in a

einem nicht-kooperativen Staat oder Gebiet im Sinne des Gesetzes zur Abwehr von Steuervermeidung und unfairer Steuerwettbewerb (Steueroasen-Abwehrgesetz) vom 25. Juni 2021 in seiner jeweils gültigen Fassung (einschließlich etwaiger auf der Grundlage dieses Gesetzes erlassener Verordnungen) zu zahlen sind.

non-cooperative state or territory as defined in the German Defense Against Tax Haven Act (*Gesetz zur Abwehr von Steuervermeidung und unfairer Steuerwettbewerb - Steueroasen-Abwehrgesetz*) of 25 June 2021, as amended or replaced from time to time (including any ordinance enacted based on this law).

Die seit dem 1. Januar 1993 in der Bundesrepublik Deutschland geltende Zinsabschlagsteuer (seit dem 1. Januar 2009: Kapitalertragsteuer) und der seit dem 1. Januar 1995 darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.

The tax on interest payments ("*Zinsabschlagsteuer*", since 1 January 2009: "*Kapitalertragsteuer*") which has been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge ("*Solidaritätszuschlag*") imposed thereon as from 1 January 1995 do not constitute a tax on interest payments as described above in respect of which Additional Amounts would be payable by the Issuer.

§ 8 VORLEGUNGSFRIST

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

§ 8 PRESENTATION PERIOD

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

§ 9 KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Rückzahlungsbetrag (wie in § 5 Absatz 1 definiert), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls einer der folgenden Kündigungsgründe ("**Kündigungsgründe**") vorliegt:

- (a) die Emittentin zahlt Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag; oder
- (b) die Emittentin unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen und diese Unterlassung, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem die Emissionsstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz 2 definiert) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung des dieser Kapitalmarktverbindlichkeit zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 50.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder

§ 9 EVENTS OF DEFAULT

(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount (as defined in § 5(1), together with accrued interest (if any) to the date of repayment, in the event that any of the following events (each, an "**Acceleration Event**") occurs:

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 (2)) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 50,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or suretyship given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days after the guarantee or suretyship has been invoked, unless the Issuer, shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a

Garantie nachkommt, es sei denn die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird, oder

security granted therefore is enforced on behalf of or by the creditor(s) entitled thereto, or

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder</p> <p>(e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder</p> <p>(f) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder</p> <p>(g) in der Bundesrepublik Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin daran gehindert wird, die von ihr gemäß diesen Bedingungen übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.</p> | <p>(d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or</p> <p>(e) a court opens insolvency proceedings against the Issuer, or the Issuer applies for or institutes such proceedings, or</p> <p>(f) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer, as the case may be, in connection with this issue, or</p> <p>(g) any governmental order, decree or enactment shall be made in or by the Federal Republic of Germany whereby the Issuer is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and this situation is not cured within 90 days.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. eMail oder Fax) oder schriftlich in deutscher oder englischer Sprache gegenüber der Emissionsstelle zu erklären und an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 14 Absatz 3 definiert) oder auf andere geeignete Weise erbracht werden.

(2) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) above shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form in the German or English language delivered to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a Holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14 (3)) or in other appropriate manner.

§ 10 ERSETZUNG

§ 10 SUBSTITUTION

(1) *Ersetzung.* Die Emittentin (wobei eine Bezugnahme auf die Emittentin auch alle früheren Nachfolgeschuldnerinnen (wie nachfolgend definiert) umfasst) ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne

(1) *Substitution.* The Issuer (reference to which shall always include any previous Substitute Debtor (as defined below)) may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer or any Subsidiary (as defined below) of it as

Zustimmung der Gläubiger eine Tochtergesellschaft (wie nachstehend definiert) der Emittentin an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin sich verpflichtet, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm in Folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden;
- (b) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Schuldverschreibungen übernimmt;
- (c) die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder in dem Zusammenhang mit diesen Schuldverschreibungen ergebenden Zahlungsverpflichtungen ohne die Notwendigkeit eines Einhalts von irgendwelchen Steuern oder Abgaben an der Quelle zu erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an die Emissionsstelle übertragen können;
- (d) sichergestellt ist, dass die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des Musters der erstrangigen Garantie der Emittentin hinsichtlich nicht nachrangiger Schuldverschreibungen, das im Agency Agreement enthalten ist, entsprechen (wobei auf diese Garantie die unten in § 11 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden); und
- (e) der Emissionsstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Im Sinne dieser Bedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Emittentin direkt oder indirekt insgesamt mehr als 50% des Kapitals jeder Klasse oder der Stimmrechte hält.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekanntzumachen.

(3) *Ermächtigung der Emittentin.* Im Fall einer Ersetzung ist die Emittentin ermächtigt, die die Schuldverschreibungen verbriefende Globalurkunde und diese Anleihebedingungen ohne Zustimmung der Gläubiger in dem notwendigen Umfang zu ändern, um

principal debtor in respect of all obligations arising from or in connection with the Notes (the "**Substitute Debtor**") provided that:

- (a) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon it as a consequence of assumption of the obligations of the Issuer by the Substitute Debtor;
- (b) the Substitute Debtor assumes all obligations of the Issuer arising from or in connection with the Notes;
- (c) the Substitute Debtor is in a position to fulfil all payment obligations arising from or in connection with the Notes without the necessity of any taxes or duties being withheld at source and to transfer all amounts which are required therefore to the Fiscal Agent without any restrictions;
- (d) it is guaranteed that the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of the form of the senior guarantee of the Issuer in respect of unsubordinated Notes set out in the Agency Agreement (whereby to this guarantee the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*); and
- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of these Terms and Conditions "**Subsidiary**" shall mean any corporation or partnership in which the Issuer directly or indirectly in the aggregate holds 50 per cent. of the capital of any class or of the voting rights.

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

(3) *Authorisation of the Issuer.* In the event of any such substitution, the Issuer is authorised to modify the Global Note representing the Notes and these Terms and Conditions without the consent of the Holders to the extent necessary to reflect the changes

die sich aus der Ersetzung ergebenden Änderungen widerzuspiegeln. Eine entsprechend angepasste, die Schuldverschreibungen verbriefende Globalurkunde und Anleihebedingungen werden beim Clearing System hinterlegt.

§ 11

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

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

(3) *Beschlüsse der Gläubiger.* Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 SchVG oder einer Gläubigerversammlung nach § 9 SchVG gefasst.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten

resulting from the substitution. An appropriately adjusted global note representing the Notes and Terms and Conditions will be deposited with the Clearing System.

§ 11

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE

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

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

(3) *Resolution of Holders.* Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 SchVG or in a Holder's meeting in accordance with § 9 SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holders' Representative.*

The Holders may by majority resolution appoint a common representative (the **"Holders' Representative"**) to exercise the Holders' rights on behalf of each Holder.

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been

der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluß sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) Bekanntmachungen.

Bekanntmachungen betreffend diesen § 11 erfolgen ausschließlich gemäß den Bestimmungen des SchVG und § 13 dieser Anleihebedingungen.

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

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

(2) Ankauf. Die Emittentin ist berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) Entwertung. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wieder begeben oder verkauft werden.

**§ 13
MITTEILUNGEN**

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

(2) Mitteilungen an das Clearingsystem.

Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Regeln der Luxemburger Börse dies zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearingsystem zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebenten

authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(7) Publications.

Any notices under this § 11 shall be made exclusively pursuant to the provisions of the Debt Securities Act and § 13 hereof.

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

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

(2) Purchases. The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by public tender, such tender for Notes must be made available to all Holders alike.

(3) Cancellation. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

**§ 13
NOTICES**

(1) Publication. All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) Notification to Clearing System.

So long as any Notes are listed on the Luxembourg Stock Exchange, subparagraph (1) shall apply. If the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall

Tag nach dem Tag der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.

(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. eMail oder Fax) oder schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz 3 an die Emissionsstelle gesendet werden. Eine solche Mitteilung kann über das Clearing-System in der von der Emissionsstelle und dem Clearing-System dafür vorgesehenen Weise erfolgen.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

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

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

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

be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.

(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form to be sent together with the evidence of the Holder's entitlement in accordance with § 14 (3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

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

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

Schuldverschreibungen unterhält, einschließlich des Clearingsystems.

**§ 15
SPRACHE**

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

**§ 15
LANGUAGE**

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

GENERAL INFORMATION ABOUT BERTELSMANN SE & CO. KGAA AND BERTELSMANN GROUP

1. Introduction

Bertelsmann SE & Co. KGaA (both the legal and commercial name of the Issuer) ("**Bertelsmann**", the "**Issuer**" or the "**Corporation**") is the parent company of the Bertelsmann group of companies (the "**Bertelsmann Group**").

According to § 2 of its articles of association (*Satzung*), the corporate purpose of the Issuer is to manage, as holding company, a group of companies which are active, in particular, in the following industry sectors:

- Manufacture, sale of products as well as the administration and exploitation of rights in the fields of television, music and film as well as radio and other forms of electronic or digital individual and mass communication, in particular, the manufacture and sale of television and radio contributions and programs, television and cinema movies, music contributions and programs of all kinds; dissemination of television and radio programs and other electronic or digital communications offerings as well as respective program segments as television and radio organiser and as provider of electronic or digital communications services of all kinds;
- Publishing and sale of books of all kinds (including audiovisual, electronic and digital issues, independent of the technical sales channel), in particular, the operation of book publication and trading companies and related companies, both trade publisher as well as companies for the sale of commercial and specialised information for commercial and private consumers;
- Publishing and sale of newspapers, magazines and other printed products of all kinds (including electronic and digital issues, independent of the technical sales channel);
- Performance of services of all kinds for commercial and private consumers, namely in the fields of media, communication, outsourcing and education as well as the business activities related thereto, including the manufacture and the sale of printing, electronic technical products, sound, data and image storage media of all kinds as well as the administration and exploitation of rights of all kinds (with and without copyright or other intellectual property rights).

The Issuer can also transact business itself in the above designated fields, in particular individual business transactions. It shall be entitled to undertake all actions and measures which are related to the company objects or which are appropriate directly or indirectly to serve such, also for preceding or succeeding market levels. The same shall apply also for financing transactions and other legal transactions and measures which concern the Issuer as a holding company or which are in the interest of the companies managed by it.

The Issuer can incorporate, acquire and participate as shareholder in other companies, in particular, in such which have respective company objects which cover either entirely or partially the company objects designated above. For the purpose of the investment of financial resources, the Issuer is entitled to participate as shareholder in companies of any kind. It can change companies structurally of which it participates as a shareholder, consolidate them under common management or restrict itself to their administration. The Issuer can establish both domestic and foreign branches.

2. Selected Financial Information

In the financial year 2021, Bertelsmann increased its revenues and achieved an operating result of more than EUR 3 billion for the second consecutive time. The Bertelsmann Group recorded revenue growth of 8.1 per cent. to EUR 18.7 billion (previous year: EUR 17.3 billion), driven by strong organic growth of 3.5 per cent. per annum since 2017 (for the financial year 2021: organic growth was 11.4 per cent.). In addition to the recovery of the advertising-financed businesses, the continued positive development of the book publishing and services businesses was the main contributor to this increase. At EUR 3,241 million, operating EBITDA even exceeded the previous year's high level of EUR 3,143 million, which included capital gains from real estate transactions. Strong earnings growth in the TV and production business, in the book publishing business as well as in the service businesses of Majorel and Supply Chain Solutions more than offset ongoing expenditure on expanding the streaming area. Operating EBITDA before streaming start-up losses of RTL Group was EUR 3,394 million (previous year: EUR 3,188 million). The EBITDA margin was 17.3 per cent. (previous year: 18.2 per cent.). Driven by the positive operating

earnings development and a high earnings contribution from company disposals, the Bertelsmann Group profit increased noticeably to EUR 2,310 million, compared to EUR 1,459 million in the previous year.

Bertelsmann continued its positive business development in the first half of 2022 with revenue growth and earnings at a record level. Group revenues increased by 6.9 per cent. to EUR 9.3 billion (H1 2021: EUR 8.7 billion). Organic revenue growth was 3.8 per cent. and the leverage factor was 1.5 as of June 30, 2022 (H1 2021: leverage factor 1.5). The leverage factor as of 31 December 2021 was 1.3 (as of 31 December 2020: the leverage factor was 1.9). Nearly all divisions recorded revenue growth, most notably the services businesses. At EUR 1,429 million, operating EBITDA (H1 2021: EUR 1,417 million) exceeded the highest level of the previous year despite growing economic uncertainty and higher start-up losses for the expansion of the RTL Group's streaming business. The music business, the services and the education businesses in particular achieved earnings growth. The EBITDA margin amounted to 15.4 per cent. (H1 2021: 16.3 per cent.). Due primarily to the considerable capital gains realized in the same period of the previous year, Group profit fell to EUR 492 million (H1 2021: EUR 1,368 million).

EBIT and Operating EBITDA are financial measures presented in this Prospectus which are not recognized financial measures under IFRS ("**Non-GAAP Financial Measures**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles ("**GAAP Financial Measures**"). The Issuer has provided these Non-GAAP Financial Measures and other information in this Prospectus because it believes they provide investors with additional information to assess the economic situation of the Bertelsmann Group business activities. The definition of the Non-GAAP Financial Measures may vary from the definition of identically named Non-GAAP financial measures used by other companies. The Non-GAAP Financial Measures used by the Issuer should not be considered as an alternative to net income/loss after income taxes, revenues or any other measures derived in accordance with IFRS as measures of operating performance. These Non-GAAP Financial Measures have limitations as analytical tools and should not be considered in isolation or as substitutes for analysis of results as reported under IFRS.

EBIT is determined as earnings before interest and taxes. The Issuer presents EBIT as an additional indicator to assess its operating result excluding its financial result and income taxes. The EBIT is reconciled in the consolidated income statement, which is incorporated by reference into this prospectus.

Operating EBITDA is determined as earnings before interest, tax, depreciation, amortization, and impairment losses and reversals of impairment losses, and is adjusted for special items. The Issuer presents operating EBITDA as an additional indicator to assess its operating performance excluding special items serve to determine a sustainable operating result that could be repeated under normal economic circumstances, which is not affected by special factors or structural distortions. These special items primarily include impairment losses and reversals of impairment losses, fair value measurements, restructuring expenses and/or results from disposals of investments. This means that operating EBITDA is a meaningful performance indicator for the Bertelsmann Group.

Reconciliation to Operating EBITDA

in EUR millions	FY 2021	FY 2020
EBIT (earnings before interest and taxes)	3,324	2,276
Less special items		
– Impairment on goodwill and other intangible assets with indefinite useful life as well as gains from business combinations	–	(116)
– Adjustment to carrying amounts on assets held for sale	(6)	–
– Impairment (-)/reversals (+) on other financial assets at amortized cost	(1)	(26)
– Impairment (-)/reversals (+) on investments accounted for using the equity method	2	(62)
– Results from disposals of investments	786	410
– Fair value measurement of investments	483	59
– Restructuring and other special items	(301)	(214)
Less amortization/depreciation, impairment and reversals on intangible assets, property, plant and equipment and right-of-use assets	(909)	(1,040)
Less adjustments on amortization/depreciation, impairment and reversals on intangible assets, property, plant and equipment and right-of-use assets included in special items	29	122
Operating EBITDA	3,241	3,143

in EUR millions	H1 2022	H1 2021
-----------------	---------	---------

EBIT (earnings before interest and taxes)	840	1,929
Less special items		
– Impairment on goodwill and other intangible assets with indefinite useful life as well as gains from business combinations	3	–
– Adjustment to carrying amounts on assets held for sale	–	(4)
– Impairment (-)/reversals (+) on other financial assets at amortized cost	(1)	(1)
– Impairment (-)/reversals (+) on investments accounted for using the equity method	–	–
– Results from disposals of investments	134	794
– Fair value measurement of investments	(149)	197
– Restructuring and other special items	(90)	(59)
Less amortization/depreciation, impairment and reversals on intangible assets, property, plant and equipment and right-of-use assets	(495)	(424)
Less adjustments on amortization/depreciation, impairment and reversals on intangible assets, property, plant and equipment and right-of-use assets included in special items	9	9
Operating EBITDA	1,429	1,417

As of June 30, 2022, the Bertelsmann Group had 162,410 employees worldwide.

The following table presents selected financial information of the Issuer, which was extracted from the audited consolidated financial statements of the Issuer for the years ended 31 December 2021 and 2020:

in EUR millions	FY 2021	FY 2020
Revenues	18,696	17,289
EBIT (earnings before interest and taxes) ³	3,324	2,276
Group profit or loss	2,310	1,459
Balance sheet total	31,714	29,704
Equity	13,574	10,725

The following table presents selected financial information of the Issuer, which was extracted from the audited consolidated financial statements of the Issuer for the half years ended 30 June 2022 and 2021:

in EUR millions	H1 2022	H1 2021
Revenues	9,290	8,691
EBIT (earnings before interest and taxes) ¹	840	1,929
Group profit or loss	492	1,368
Balance sheet total	32,644	28,725
Equity	14,752	12,075

3. Capitalisation of Bertelsmann Group

The following table presents selected financial information of the Issuer, which was extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2020 and 2021 and sets forth the consolidated capitalisation of the Bertelsmann Group as at the dates indicated below:

³ EBIT is not a measure of performance under IFRS. EBIT is determined as earnings before interest and taxes and is reconciled in the consolidated income statement.

in EUR millions	FY 2021	FY 2020
Balance sheet total	31,714	29,704
Thereof:		
Non-current Financial debt	4,857	5,911
Current Financial debt	747	715
Cashflow from operating activities	1,792	2,994
Cashflow from investing activities	(267)	(263)
Cashflow from financing activities	(1,667)	330

The following table presents selected financial information of the Issuer, which was extracted from the audited consolidated financial statements of the Issuer for the half year ended 30 June 2022 and 2021 and sets forth the consolidated capitalisation of the Bertelsmann Group as at the dates indicated below:

in EUR millions	H1 2022	H1 2021
Balance sheet total	32,644	28,725
Thereof:		
Non-current Financial debt	4,898	5,386
Current Financial debt	733	156
Cashflow from operating activities	178	238
Cashflow from investing activities	(249)	575
Cashflow from financing activities	(1,033)	(1,831)

4. General, History and Development of Bertelsmann SE & Co. KGaA

Bertelsmann is incorporated and operates under German law. It is registered in the commercial register of the local court (*Amtsgericht*) of Gütersloh under HRB 9194 and has its corporate seat in Gütersloh, Federal Republic of Germany, and its office address is Carl-Bertelsmann-Str. 270, 33335 Gütersloh, Federal Republic of Germany, telephone number: +49 52 41 80 0. Bertelsmann SE & Co. KGaA's Legal Entity Identifier (LEI) is 5299001BUUGXAREGE533.

Bertelsmann was founded as a regional publishing house under the name C. Bertelsmann Verlag oHG in Gütersloh in 1835 which was first transformed into a stock corporation in 1971 and thereafter into a partnership limited by shares (*Kommanditgesellschaft auf Aktien - KGaA*).

5. Investments and Financing

There have been no material investments since 30 June 2022.

The main sources of financing to ensure Bertelsmann's short-term liquidity are cash holdings, money market lines, revolving credit facilities and overdraft facilities. The medium- and long-term financing of Bertelsmann includes traditional bank financing, revolving loan facilities, promissory notes and the issuance of bonds and notes being due in the time period from 2024 until 2075. Bertelsmann concluded a public tender offer in January 2022 with a total buyback volume of EUR 146 million, repaid nominal in the amount of EUR 750 million for a bond in August (outstanding EUR 539 million) and has no further maturities until 2023. As of June 2022, there was liquidity available in the amount of EUR 3,355 million. In addition to available liquidity, Bertelsmann has access to a syndicated credit facility that was unutilized as of December 31, 2021. Under the credit facility Bertelsmann may draw up to EUR 1.2 billion of revolving funds in euros, U.S. dollars and pounds sterling with a term until 2026.

6. Business Overview and Principal Markets

Bertelsmann SE & Co. KGaA is a capital-market-oriented but unlisted partnership limited by shares. As a Group holding company, it exercises central corporate functions such as the specification and development of the Group's strategy, capital allocation, financing and management development. Internal corporate management and reporting follow the Group's organizational structure, which consists of the operating divisions and Corporate.

Bertelsmann operates in the core business fields of media, services, education and funds in around 50 countries worldwide. The geographic core markets are Western Europe – in particular, the Federal Republic of Germany, France and the United Kingdom – and the United States. The Bertelsmann divisions

are RTL Group (entertainment), Penguin Random House (books), BMG (music), Arvato (services), Bertelsmann Printing Group (printing), Bertelsmann Education Group (education) and Bertelsmann Investments (funds).

RTL Group

RTL Group is one of the leading television groups in the broadcasting, content and digital business, with interests in 56 television channels, eight streaming services, 36 radio stations, and global content production companies and digital businesses. The television portfolio includes RTL Deutschland, M6 in France and the RTL channels in the Netherlands, Luxembourg, and Hungary, as well as a stake in Atresmedia in Spain. RTL Group's streaming services include RTL+ in the Federal Republic of Germany, Videoland in the Netherlands, and 6play and Salto in France. RTL Group's content business, Fremantle, is one of the largest international creators, producers and distributors of scripted and unscripted content in the world. RTL Group also owns the streaming tech company Bedrock and the ad-tech company Smartclip. RTL AdConnect is RTL Group's international advertising sales house. RTL Group is a listed company and is a member of the German MDAX index.

Penguin Random House

Penguin Random House is, based on revenue, the world's largest trade book publisher, with more than 300 imprints across six continents. Its well-known book brands include Doubleday, Riverhead, Viking and Alfred A. Knopf (United States); Ebury, Hamish Hamilton and Jonathan Cape (United Kingdom); Goldmann and Heyne (Federal Republic of Germany); Plaza & Janés and Alfaguara (Spain); Sudamericana (Argentina); and the international imprint Dorling Kindersley. Each year Penguin Random House publishes more than 16,000 new titles and sells more than 700 million print books, e-books and audiobooks.

BMG

BMG is an international music company with 19 offices in 12 core music markets, now representing more than three million titles and recordings, including iconic catalogs and renowned artists and songwriters such as Jason Aldean, Kylie Minogue, Mick Jagger and Keith Richards, No Angels, Roger Waters, Tina Turner and many more.

Arvato

Arvato is an international service provider that develops and implements custom-made solutions for all kinds of business processes, for customers in a wide range of sectors in more than 40 countries. These include SCM solutions, financial services and IT services. The services business also includes the listed customer experience company Majorel, in which Bertelsmann owns almost 40 per cent. of shares.

Bertelsmann Printing Group

Bertelsmann Printing Group unites Bertelsmann's printing activities. They include all the Group's gravure, offset and book printing companies in the Federal Republic of Germany, the United Kingdom and the United States. In addition, various digital marketing services are offered, such as data-driven multichannel marketing. Bertelsmann Printing Group also includes the storage media producer Sonopress, the specialty printer Topac and the multi-partner rewards program DeutschlandCard.

Bertelsmann Education Group

Bertelsmann Education Group comprises Bertelsmann's education activities. The digital education and service offerings are primarily in the healthcare sector, and in the area of in-company training and development as well as in the university education area. The education activities include the online education provider Relias, the U.S. university Alliant, the majority shareholding in the Brazilian medical education provider Afya and venture fund investments.

Bertelsmann Investments

Bertelsmann Investments comprises Bertelsmann's global start-up investments and the newly established department Bertelsmann Next. Investments are largely made through the funds Bertelsmann Brazil Investments (BBI), Bertelsmann Asia Investments (BAI), Bertelsmann India Investments (BII) and Bertelsmann Digital Media Investments (BDMI). The investment portfolio comprises 322 holdings in companies and funds as of 30 September 2022.

7. Organisational Structure

The Issuer is the parent company of the Bertelsmann Group comprising a total of more than 900 companies (included in the group's consolidated financial statements) located in most countries of the world.

8. Trend Information

There has been no material adverse change in the prospects of the Issuer since 31 December 2021.

9. Administrative, Supervisory Boards and Management

In its legal form of a KGaA (partnership limited by shares) the business management is conducted by a personally liable shareholder (General Partner). In the case of Bertelsmann SE & Co. KGaA Bertelsmann Management SE, represented by its Executive Board, is responsible for the group management.

Bertelsmann Management SE is incorporated under German law. It is registered in the commercial register of the local court (*Amtsgericht*) of Gütersloh under HRB 9084 and has its corporate seat in Gütersloh, Federal Republic of Germany, and its office address is Carl-Bertelsmann-Str. 270, 33335 Gütersloh, Federal Republic of Germany, telephone number: +49 52 41 80 0.

9.1. Supervisory Board of Bertelsmann SE & Co. KGaA

The Supervisory Board of Bertelsmann SE & Co. KGaA consists of the following 14 members.

- **Mohn, Christoph, Chairman**
- **Bauer, Prof. Dr.-Ing. Werner Josef, Vice Chairman**
- **Asam, Dominik**
- **Cabuti, Núria**
- **Göbel, Günter**
- **Leukert, Bernd**
- **Levy-Weiss, Gigi**
- **Maier, Jens**
- **Mohn, Dr. Brigitte**
- **Mohn, Elisabeth**
- **Pötsch, Hans Dieter**
- **Poulsen, Henrik**
- **Stricker, Ilka**
- **Uebber, Bodo**

Their position within the Supervisory Board as well as the principal activities performed by them outside the Issuer are published in the section "Boards/Mandates" of the Annual Report 2021 of the Issuer, incorporated by reference in this Prospectus. Furthermore, the Annual Report 2021 shows their membership of other supervisory boards and comparable bodies. As of the date of the Prospectus, there have been no changes to the composition of the Supervisory Board or the principal outside activities performed by members of the Supervisory Board disclosed in the Annual Report 2021 which are significant with respect to the Issuer.

9.2 Supervisory Board of Bertelsmann Management SE

The following table sets forth the names of the 10 members of the Supervisory Board of Bertelsmann Management SE, their positions on the Supervisory Boards as well as the principal activities currently performed by them outside the Issuer. Furthermore, the table shows their membership of other supervisory boards and comparable bodies.

Christoph Mohn

Chairman

Chairman of the Board of Bertelsmann Verwaltungsgesellschaft mbH (BVG) (since June 21, 2021)

Chairman of the Reinhard Mohn Stiftung

Managing Director, Christoph Mohn Internet Holding GmbH

Prof. Dr.-Ing. Werner J. Bauer

Vice Chairman

Former Executive Vice President of Nestlé AG for Innovation, Technology, Research and Development

- # Givaudan S.A. (Vice Chairman)
- # LONZA S.A.
- # SIG Combibloc Group AG

Dominik Assam (since January 1, 2022)
Chief Financial Officer Airbus SE

- Airbus Bank GmbH (Chairman)
- Airbus Defence and Space GmbH (Chairman)
- Premium Aerotec GmbH (Chairman)
- # Airbus Canada L.P.

Bernd Leukert

Member of the Executive Board for Technology, Data and Innovation of Deutsche Bank AG

- DWS Group GmbH & Co. KGaA

Gigi Levy-Weiss

General Partner NfX, Angel Investor

- # 7 Chairs Ltd.
- # Authorizon, Inc.
- # Blue Ocean Data Solutions, Inc.
- # Bridgecrew inc.
- # Caja Elastic Dynamic Solutions Ltd.
- # Cytune, Ltd.
- # Elmik Touristic Services Ltd.
- # Fantasy Advantage, Ltd.
- # GameJam Ltd.
- # Hip Mobility, Inc.
- # IMA Ventures Ltd.
- # ImagenAI Ltd.
- # Inception VR, Inc.
- # Inception VR (Israel) Ltd.
- # Inception VR (UK) Ltd.
- # Komodor, Inc.
- # Landa Holdings, Inc.
- # Mov.AI Ltd.
- # NFX Capital UK, Ltd.
- # NFX Capital Israel Ltd.
- # Octoplay Ltd.
- # Papaya Gaming Ltd.
- # PayEm Card, Ltd.
- # Premium Domains Ltd.
- # Propel (Z.M. Corporation Ltd.)
- # Reach Digital Inc.
- # Shoptagr Ltd.
- # Super.ai, Inc.
- # Tectonic Labs Ltd.
- # Theator Inc.
- # TrustMed Ltd.
- # Volunteer Directly Ltd.
- # Zengaming, INC.

Dr. Brigitte Mohn

Member of the Executive Board, Bertelsmann Stiftung

- Phineo gAG
- Stiftung RTL – Wir helfen Kindern e.V.
- # Clue by Biowink GmbH

Elisabeth Mohn

Chairwoman of the Board of Bertelsmann Verwaltungsgesellschaft mbH (BVG) (until June 21, 2021)

Vice Chairwoman of the Executive Board, Bertelsmann Stiftung (until June 21, 2022)

Hans Dieter Pötsch

Chairman of the Supervisory Board, Volkswagen AG

Chairman of the Executive Board/Chief Financial Officer, Porsche Automobil Holding SE

- AUDI AG, Ingolstadt
- Autostadt GmbH, Wolfsburg
- Dr. Ing. h.c. F. Porsche AG
- TRATON SE, München (Chairman)
- Wolfsburg AG
- # Porsche Austria Gesellschaft m.b.H., Salzburg (Chairman)
- # Porsche Holding Gesellschaft m.b.H., Salzburg (Chairman)
- # Porsche Retail GmbH, Salzburg (Chairman)

Henrik Poulsen

Former Chairman of the Executive Board Ørsted,

Senior Advisor to A.P. Møller Holding

- # Carlsberg A/S (Chairman)
- # Faerch Group A/S (Chairman)
- # ISS A/S (Vice Chairman)
- # Novo Holdings A/S
- # Novo Nordisk A/S
- # Ørsted A/S

Bodo Uebber

Former Member of the Executive Board, Daimler AG

Finance & Controlling / Daimler Financial Services

- Adidas AG
- Evercore GmbH (Chairman)
- # Levere Holdings Corp.

- Membership of statutory domestic supervisory boards

- # Membership of comparable domestic and foreign supervisory bodies of business enterprises

Currently, all 10 members of the Supervisory Board of Bertelsmann Management SE are also members of the Supervisory Board of Bertelsmann SE & Co. KGaA.

9.3 Committees of the Supervisory Board of Bertelsmann SE & Co. KGaA**Audit and Finance Committee**

Bodo Uebber (Chairman)

Göbel, Günter (from January 1, 2023 onwards)

Christoph Mohn

Hans Dieter Pötsch

Working Group of Employee Representatives

Elisabeth Mohn (Chairwoman)

Maier, Jens

Núria Cabutí

Günter Göbel

Stricker, Ilka

9.4 Committees of the Supervisory Board of Bertelsmann Management SE

Personnel Committee

Christoph Mohn (Chairman)
Prof. Dr.-Ing. Werner J. Bauer
Elisabeth Mohn
Hans Dieter Pötsch
Bodo Uebber

Program Committee

Christoph Mohn (Chairman)
Prof. Dr.-Ing. Werner J. Bauer
Dr. Brigitte Mohn
Hans Dieter Pötsch

9.5 Bertelsmann Management SE, the personally liable partner

Members of the Executive Board of Bertelsmann Management SE

The Executive Board of Bertelsmann Management SE consists of the following 4 members.

Dr. Thomas Rabe, Chairman

Markus Dohle

Rolf Hellermann

Dr. Immanuel Hermreck

The position of Dr. Rabe, Mr. Dohle, Mr. Hellermann and Dr. Hermreck within the Executive Board as well as the principal activities currently performed by them outside the Issuer are published in the section "Boards/Mandates" of the Annual Report 2021 of the Issuer, incorporated by reference in this Prospectus. Furthermore, the Annual Report 2021 shows their membership of other supervisory boards and comparable bodies. As of the date of the Prospectus, there have been no changes to the composition of the Executive Board or the principal outside activities performed by members of the Executive Board disclosed in the Annual Report 2021 which are significant with respect to the Issuer.

The business address of each of the members of the Supervisory Board of Bertelsmann SE & Co. KGaA, of the Supervisory Board of Bertelsmann Management SE and of the Executive Board of Bertelsmann Management SE is Bertelsmann SE & Co. KGaA, Carl-Bertelsmann-Str. 270, 33335 Gütersloh. There are no conflicts of interest between any duties to the Issuer of the members of the Supervisory Board of Bertelsmann SE & Co. KGaA, of the Supervisory Board of Bertelsmann Management SE and of the Executive Board of Bertelsmann Management SE and their private interests and/or duties. The members of these boards accept memberships on the Supervisory Board of other corporations within the limits prescribed by laws.

9.6 Board Practices

The Supervisory Board of Bertelsmann SE & Co. KGaA supervises the management of the business by the general partner and has extensive information and control rights for this purpose. In addition, the Supervisory Boards advise the Executive Board on strategic matters and significant business operations. The Executive and Supervisory Boards work in close cooperation and are therefore able to reconcile the demands of effective corporate governance with the need for rapid decision-making. Fundamental matters of corporate strategy and their implementation are discussed openly and coordinated in joint sessions. Any significant measures to be taken by the Executive Board are subject to approval.

The Bertelsmann SE & Co. KGaA and Bertelsmann Management SE shareholders exercise their rights and vote at the respective Annual General Meetings. The Annual General Meetings vote on amendments to the articles of association and elect members to the respective Supervisory Board. The members of the Executive and Supervisory Boards are obliged to serve the company's best interests in their work.

For some time, an integral component of the Supervisory Board's work at Bertelsmann has been the delegation of tasks to committees of experts. This serves to increase the monitoring efficiency and advisory expertise of the Supervisory Boards. The Supervisory Board of Bertelsmann Management SE has formed a Personnel Committee and a Program Committee, while the Supervisory Board of Bertelsmann SE & Co. KGaA has formed an Audit and Finance Committee and a Working Group of Employee Representatives.

The Personnel Committee also performs the tasks of a nomination committee, in which capacity it recommends to the Supervisory Board of Bertelsmann Management SE suitable candidates for endorsement at the Annual General Meeting.

The Program Committee shall, in place of the Supervisory Board, resolve upon the approval of the Supervisory Board concerning the conclusion of program output deals of RTL Group, for example feature films, series or sports rights.

The Audit and Finance Committee of the Supervisory Board of Bertelsmann SE & Co. KGaA is also regularly involved in the accounting process and monitors the effectiveness of the internal control system, risk management system, and internal auditing system. It also monitors compliance within the Group.

All these committees mentioned above prepare the topics to be addressed during the Supervisory Boards' plenary meetings. The chairmen of each committee then report to the plenary meetings on the work performed. The Supervisory Boards' decision-making powers have been transferred to the committees to the extent permitted by law. The breadth and range of responsibilities and tasks delegated to these committees are continuously reviewed through various evaluation processes. The appropriate size of the Supervisory Boards and the professional expertise of their members who are drawn from a broad range of industries and areas of activity are key factors in Bertelsmann's effectiveness and independence.

The Working Group of Employee Representatives on the Supervisory Board facilitates the Executive Board's dialog with employee representatives on the Supervisory Board about corporate culture issues as well as the preparation and discussion of matters that are relevant to the Supervisory Board. The creation of this Working Group is indicative of the special corporate culture at Bertelsmann, which promotes active partnership, and this idea has proven highly productive in practice.

10. Historical Financial Information

The consolidated financial statements of Bertelsmann for the financial years ending 31 December 2021 and 31 December 2020 as well as the interim consolidated financial statements of Bertelsmann for the financial half year ending 30 June 2022 are incorporated herein by reference.

11. Statutory Auditors

Statutory auditors of Bertelsmann are KPMG AG Wirtschaftsprüfungsgesellschaft, Nikolaus-Dürkopp-Str. 2a, 33602 Bielefeld, Federal Republic of Germany. KPMG is a member of the chamber of public accountants (*Wirtschaftsprüferkammer*).

12. Auditing of Historical Annual Financial Information

KPMG audited Bertelsmann's consolidated financial statements for the financial years ended 31 December 2021 and 2020 and reviewed the interim consolidated financial statements for the financial half year ended 30 June 2022. The consolidated financial statements for the financial years ended 31 December 2021 and 2020 were prepared in accordance with International Financial Reporting Standards as adopted in the EU (IFRS). In each case an unqualified auditor's report has been provided. The interim consolidated financial statements for the financial half year ended 30 June 2022 was prepared in accordance with IFRS applicable to interim financial reporting and an unqualified review report has been provided.

The Auditor's Report on the audited consolidated financial statements for the year ended 31 December 2021 is dated 17 March 2022. The Auditor's Report on the audited consolidated financial statements for the year ended 31 December 2020 is dated 18 March 2021. The Review Report on the reviewed interim consolidated financial statements for the half year ended 30 June 2022 is dated 30 August 2022.

13. Legal and Arbitration Proceedings

Bertelsmann, with its worldwide operations, is exposed to a variety of legal and regulatory risks concerning, for example, litigation or varying interpretations of tax assessment criteria. These risks are being continuously monitored by the relevant departments within the Group. Except as disclosed in this section "*Legal and Arbitration Proceedings*", there are no, nor have there been any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in the 12 months preceding the date of this document a significant effect on the financial position or profitability of the Issuer.

Several subsidiaries of RTL Group are being sued by the broadcaster RTL 2 Fernsehen GmbH & Co. KG and its sales house El Cartel Media GmbH & Co. KG before the regional court (*Landgericht*) in Düsseldorf, Germany, seeking disclosure of information to substantiate a possible claim for damages. The

proceedings follow the imposition of a fine in 2007 by the German Federal Cartel Office for abuse of market dominance with regard to discount scheme agreements (share deals) granted by AD Alliance GmbH (former IP Deutschland GmbH) and SevenOne Media GmbH to media agencies. The German Federal Cartel Office argued that these discounts would foreclose small broadcasters from the advertising market. In 2014, the district court (*Landgericht*) of Düsseldorf decided to order an expert report. The expert concluded in February 2018 that the likelihood of damages cannot be proven with certainty. In July 2018, RTL 2 Fernsehen GmbH & Co. KG filed a motion claiming that the expert was not impartial, with the aim of getting the court to obtain a new expert opinion. Ad Alliance GmbH has rejected the motion of lack of impartiality as unfounded. In May 2019, the court announced it would give the expert the opportunity to comment on the motion of lack of impartiality. Because the expert died in February 2020, an expert opinion was not submitted. The court stated that it would appoint a new expert. It is expected that the process of appointing a new expert and the preparation of the expert opinion will take two to three years. The court case will continue. Ultimately, it could take 15 to 20 years after filing (2008) for a final judgment to be handed down. Similar proceedings from other small broadcasters, initiated in different courts, were unsuccessful or have been withdrawn.

In June 2016, the main competitors of Fun Radio alleged that the radio station influenced in its favor a survey conducted by the Médiamétrie Institute to determine audience market share. It was claimed that a host on the morning show encouraged his listeners to vote for Fun Radio in this survey. In response to these allegations, Médiamétrie decided to remove Fun Radio from its surveys. Following a legal procedure initiated by Fun Radio, Médiamétrie was required to reinstate Fun Radio in the audience results surveys as of September 2016. Nevertheless, Médiamétrie decided to lower Fun Radio's audience results in its published surveys, alleging the existence of a "halo effect". Following a procedure initiated by Fun Radio, a judicial expert was appointed in December 2017 to examine Médiamétrie's assessment of the alleged halo effect. In September 2019, the judicial expert issued his final report, which confirmed the "halo effect", but assessed that Fun Radio's results were overcorrected. As of September 2017, Médiamétrie has again published the full audience results for Fun Radio. In parallel to the above procedure, in December 2016, the main competitors of Fun Radio also filed a claim for damages, claiming unfair competition, but this procedure was suspended until the expert report was presented, and was restarted in the first quarter of 2020. In the meantime, four of the six claimants withdrew their claim from the proceedings. Negotiations on a settlement with the two remaining claimants failed in late July 2020. For this reason, the court case still continues as of the date of this Prospectus with oral hearing being scheduled for November 21, 2022 and December 5, 2022.

On February 22, 2018, the Spanish Competition Authority (CNMC) communicated to Atresmedia the opening of a proceeding for sanctions in relation to possible practices restricting competition prohibited by article 1 of the Spanish Competition Act. On February 6, 2019, the CNMC notified the Statement of Objections in which it assumes proven that specific commercial practices by Atresmedia are restrictive of competition. On May 28, 2019, the department of the competition authority responsible for the investigation submitted a proposal for a decision that included a proposed fine of EUR 49.2 million. Atresmedia submitted its observations on the proposed decision on June 28, 2019. On November 12, 2019, the CNMC Board announced its decision and imposed a fine of EUR 38.2 million. On January 10, 2020, Atresmedia filed an application for judicial review against the decision with the competent court. On October 21, 2020, the court entered a judgment regarding the appeal filed by Atresmedia against the CNMC on November 12, 2019. The court accepted the appeal filed by Atresmedia for temporary suspension of payment of fines, subject to security to be paid within two months. The court denied the petition filed by Atresmedia requesting that it be released from the obligation of complying with the CNMC order. The order requests discontinuation of certain business practices. The court argued that compliance with the order was in the public interest and served to restore competition in this sector. Atresmedia is researching with external legal advisors whether it should appeal against the court's judgment on the CNMC order. The prospects of success are perceived to be very slim. Furthermore, the Spanish association Forta is assessing whether it should also file for damages due to lost profit as a result of the sales practices of Atresmedia and Mediaset España. Atresmedia remains convinced that the decision made by the CNMC is not sufficiently justified and expects a positive outcome. The prospects of success are based, inter alia, on the outdated definition of the advertising market used by CNMC.

As part of its corporate strategy, Bertelsmann was planning a merger of Penguin Random House and Simon & Schuster in the U.S. Bertelsmann also pursues a merger of RTL Nederland and Talpa Network in the Netherlands for which the approval of the relevant authorities is still outstanding as of the date of this Prospectus. A decision by the competition authorities concerning the proposed merger of Talpa Network and RTL Nederland is expected for this fall. In November 2020, Penguin Random House announced the acquisition of the book publisher Simon & Schuster from the media company Paramount Global (formerly ViacomCBS). The transaction was subject to the approval of the antitrust authorities. In the event that the acquisition is completely prohibited or if a contractually agreed termination date has passed, Penguin

Random House has agreed to pay a regulatory termination fee of US\$200 million to Paramount Global. The U.S. Department of Justice filed a suit in the U.S. District Court for the District of Columbia in Washington, D.C. on November 2, 2021, seeking to block the transaction and raising concerns that the acquisition of authors' rights would create a monopsony among buyers. Bertelsmann rejects the U.S. Department of Justice's grounds for prohibition as without merit. On October 31, 2022, the U.S. District Court in Washington, D.C., enjoined the planned merger of Penguin Random House and Simon & Schuster. Bertelsmann has decided not to pursue its original plan of appealing the ruling. Hence, the afore-mentioned termination fee will become due after November 21, 2022. Bertelsmann will advance the growth of its global book publishing business without the previously planned merger of Penguin Random House and Simon & Schuster.

14. Share Capital

The Issuer's registered share capital (*Grundkapital*) currently amounts to EUR 1,000,000,000. It is divided into 83,760 ordinary no-par-value shares. All shares are fully paid-up. All shares of the limited partnership are, in accordance with legal provisions, entitled to vote (*stimmberechtigt*) and benefit (*bezugsberechtigt*).

Three foundations (Bertelsmann Stiftung, Reinhard Mohn Stiftung, and BVG-Stiftung) indirectly hold 80.9 per cent. of Bertelsmann SE & Co. KGaA shares, with the remaining 19.1 per cent. held indirectly by the Mohn family. Bertelsmann Verwaltungsgesellschaft (BVG) controls all voting rights at the Bertelsmann SE & Co. KGaA and Bertelsmann Management SE General Meetings.

15. Material Contracts

In the usual course of its business, Bertelsmann enters into numerous contracts with various other parties. Bertelsmann has not, however, entered into any material contracts outside the ordinary course of its business within the past two years.

16. Recent Events

In September 2022, RTL Group, Bouygues, Groupe TF1 and Groupe M6 have decided to cancel their plan to merge the TF1 and M6 groups that was announced on 17 May 2021. This decision was taken after the parties appeared at the hearings of the French Competition Authority's board (*Collège*) on 5 and 6 September 2022 to argue in favour of the deal. Following the debates with the French Competition Authority and despite the additional remedies proposed, it appears that only structural remedies involving at least the divestment of the TF1 TV channel or of the M6 TV channel would be sufficient to approve the proposed merger. The parties have therefore concluded that the proposed merger no longer has any strategic rationale.

On 4 November 2022, Bertelsmann reported unaudited results for the first nine months of 2022. Revenues amounted to EUR 14.4 billion (previous year: EUR 13.1 billion), which is a 10 per cent. increase compared against the previous year. Organic growth was 5 per cent. Major contributors to this development were RTL Group (including 4.8 million streaming subscribers representing a growth of 41 per cent.), with its film production subsidiary Fremantle, the music company BMG, and Arvato's services businesses.

On October 31, 2022, the U.S. District Court in Washington, D.C., enjoined the planned merger of Penguin Random House and Simon & Schuster. Bertelsmann has decided not to pursue its original plan of appealing the ruling. Hence, a termination fee of US\$ 200 million will become due after November 21, 2022, to be paid by Penguin Random House, a subsidiary of the Issuer. Bertelsmann will advance the growth of its global book publishing business without the previously planned merger of Penguin Random House and Simon & Schuster.

17. Significant Change in Bertelsmann's financial position

There has been no significant change in the financial position of Bertelsmann since 30 June 2022. There has not been any significant change in the financial performance of Bertelsmann since 30 June 2022, the end of the last financial period for which financial information has been published, to the date of the Prospectus.

18. Rating

Bertelsmann has been rated by the rating agencies Moody's Investors Service España S.A. ("**Moody's**")^{4, 5}, and S&P Global Ratings Europe Limited ("**S&P**")⁶ since June 2002. The issuer rating of Bertelsmann SE & Co. KGaA is currently "Baa2"^{1,7} (outlook: stable)⁴ from Moody's and as "BBB" (outlook: stable)^{3,4} from S&P. Both credit ratings are in the investment grade category and are in line with Bertelsmann SE & Co. KGaA's target rating. Bertelsmann SE & Co. KGaA's short-term credit quality rating is "P-2"^{4,5} from Moody's and "A-2"^{4,5} from S&P. The agency ratings facilitate access to international capital markets and are a key element of Bertelsmann's financial security.

19. Documents Available

The Articles of Association and the documents incorporated by reference into this Prospectus are available in electronic form under (<http://www.bertelsmann.com/investor-relations/bonds/debt-issuance-programme/>) and may also be inspected at the specified office of the Luxembourg Listing Agent in the city of Luxembourg during its business hours.

⁴ Moody's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**"). Obligations rated "Baa" are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.

⁵ The European Securities and Markets Authority publishes on its website (<http://www.esma.europa.eu/page/Listregistered-and-certified-CRAs>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁶ S&P is established in the European Community and is registered under the CRA Regulation. An obligation rated "BBB" exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

⁷ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

⁵ An obligor rated "P-2" respectively "A-2" has a strong capacity to meet its short-term debt obligations.

TAXATION

TAXATION WARNING

THE TAX LEGISLATION APPLICABLE TO PROSPECTIVE PURCHASERS OF NOTES AND THE ISSUER'S COUNTRY OF INCORPORATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES. PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN THE FEDERAL REPUBLIC OF GERMANY AND THE GRAND DUCHY OF LUXEMBOURG, AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR OTHERWISE SUBJECT TO TAXATION.

SUBSCRIPTION AND SALE OF THE NOTES

General

The Issuer has agreed in an agreement to be signed on or about 25 November 2022 to sell to Barclays Bank Ireland PLC ("**Barclays**"), BNP Paribas, Commerzbank Aktiengesellschaft, Landesbank Baden-Württemberg and Société Générale (together, the "**Managers**"), and the Managers have agreed, subject to certain customary closing conditions, to purchase, on 29 November 2022 (the "**Issue Date**") the Notes at a price of 99.536 per cent. of the Aggregate Principal Amount. Proceeds to the Issuer will be net of commissions payable to the Managers. The Issuer has furthermore agreed to reimburse the Managers for certain expenses incurred in connection with the issue of the Notes, including the Managers' legal fees. The Managers are entitled, under certain circumstances, to terminate the agreement reached with the Issuer. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

The Managers or their respective affiliates have provided from time to time, and may provide in the future, investment services to the Issuer and its affiliates, for which the Managers or their respective affiliates have received or will receive customary fees and commissions. In addition, the Managers or their respective affiliates may be involved in financing initiatives relating to the Issuer. Furthermore, in the ordinary course of their business activities, the Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Managers or their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer's securities, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes offered hereby. Neither the Issuer nor the Managers or their respective affiliates make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes. The Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, which are material to the issue.

SELLING RESTRICTIONS

1. General

Each Manager has acknowledged that other than explicitly mentioned in this Prospectus no action is taken or will be taken by the Issuer in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Manager has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material relating to them. Persons into whose hands this Prospectus comes are required by the Issuer and the Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

2. United States of America (the "United States")

- (a) Each Manager has acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States to or for the account or benefit of, United States persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Manager has represented and agreed that neither it nor any persons acting on its behalf has offered or sold and delivered, and will not offer or sell and deliver, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act ("**Regulation S**"). Accordingly, each Manager further has represented and agreed that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note. Terms used in this subparagraph have the meaning given to them by Regulation S.
- (b) From and after the time that the Issuer notifies the Managers in writing that it no longer reasonably believes that there is no substantial U.S. market interest (as defined in Rule 902 of Regulation S under the Securities Act) in the debt securities of the Issuer, each Manager (i) has acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered and sold any Notes, and will not offer and sell any Notes (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date only in accordance with Rule 903 of Regulation S, and accordingly (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts within the United States with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S. Terms used above have the meanings given to them by Regulation S."
- (c) The Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**") (or, any successor rules in substantially the same form as D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code).

Each Manager has represented and agreed that:

- (i) except to the extent permitted under the D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (ii) such Manager has not delivered and will not deliver within the United States or its possessions Notes that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (iii) if such Manager is a United States person, it represents that it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Manager retains Notes for its own account, it will only do so in accordance with the requirements of the D Rules;
- (iv) with respect to each affiliate that acquires from such Manager Notes for the purposes of offering or selling such Notes during the restricted period, such Manager either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii).

Terms used in this subparagraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

Notes issued pursuant to the D Rules will bear the following legend:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

In addition, each Manager has represented and agreed that it has not entered and will not enter into any contractual arrangement with any distributor (as that term is defined for purposes of Regulation S and the D Rules) with respect to the distribution of the Notes, except with its affiliates or with the prior written consent of the Issuer.

3. European Economic Area

Each Manager has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purpose of this provision the expression "retail investor" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning of Directive 2016/97/EU (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (c) not a qualified investor as defined in the Prospectus Regulation.

4. United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Prohibition of Sales to UK Retail Investors

Each Manager has represented and agreed, that it has not offered, sold or otherwise made available and will not offer, sell or make available any Notes which are the subject of the offering contemplated by this Prospectus in relation thereto to any retail investor in the United Kingdom. For the purpose of this provision, the expression "retail investor" means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 EUWA; or
- (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Manager has further represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the UK.

5. Republic of Singapore ("Singapore")

Each Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Manager has represented, warranted and agreed that it has not been offered or sold, or be made the subject of an invitation for subscription or purchase, nor may the Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes may not be circulated or distributed, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, as amended or modified (the "**SFA**")) pursuant to Section 274 of the SFA;
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and where applicable in accordance with the conditions in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA, except:
 - (i) to an institutional investor or to a relevant person or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; or
 - (ii) where no consideration is or will be given for the transfer; or
 - (iii) where the transfer is by operation of law; or
 - (iv) as specified in Section 276(7) of the SFA; or
 - (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

6. Japan

Each Manager has acknowledged that the Notes have not been and will not be registered under the Financial Instrument and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instrument and Exchange Act**"). Each Manager has represented and agreed that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except only pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instrument and Exchange Act and any applicable laws, regulations and guidelines of Japan.

GENERAL INFORMATION

Authorisation

The issue of the Notes complies with the articles of association of Bertelsmann and with its internal rules of procedure. No further board resolutions are required.

Use of proceeds

In connection with the offering of the Notes, the Issuer expects to receive net proceeds of approximately EUR 744,270,000, after deducting expenses and commissions. The Issuer intends to use the net proceeds for general corporate purposes including the refinancing of a potential buyback of the existing EUR 650 million hybrid instrument with the call date in 2023 of the Issuer.

Listing and Admission to Trading

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.

Expenses related to admission to trading

The total expenses related to the admission to trading of the Notes will approximately amount to EUR 5,000.

Clearing Systems

The Notes have been accepted for clearance through Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg, and Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium. The Notes have been assigned the following securities codes:

ISIN XS2560753936, Common Code 256075393, WKN A30V33.

Yield

For the Holders, the yield of the Notes is 3.584 per cent. *per annum*, calculated on the basis of the Issue Price. Such yield is calculated in accordance with the ICMA (International Capital Markets Association) Method. The ICMA method determines the effective interest rate on Notes by taking into account accrued interest on a daily basis.

A description of any restrictions on the transferability of the Notes

The Notes will be freely transferable in accordance with the rules and regulations of the relevant Clearing System.

Legal Entity Identifier

The LEI of the Issuer is 5299001BUUGXAREGE533 .

Rating of the Notes

The Notes are expected to be rated Baa2" (outlook: stable)⁸ by Moody's⁹ and as "BBB" (outlook: stable)¹⁰ by Standard and Poor's¹¹ upon issuance.

⁸ Obligations rated "Baa" are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from "Aa" through "Caa". The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

⁹ Moody's is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies amended by Regulation (EC) No 513/2011

Investors in the Notes should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Documents on Display

Copies of the following documents will, when published, be available free of charge during normal business hours from the registered office of the Issuer and from the specified offices of the Principal Paying Agent for the time being in Frankfurt am Main:

- (i) the constitutional documents (with an English translation where applicable) of the Issuer;
- (ii) the audited consolidated group annual financial statements of Bertelsmann in respect of the financial years ended 2020 and 2021, respectively, in each case including the auditor's report thereon;
- (iii) the consolidated group interim financial statements of Bertelsmann dated 30 June 2021 and 30 June 2022, in each case including the review report;
- (iv) List of shareholdings according to § 313 German Commercial Code (*Handelsgesetzbuch – HGB*) as per 31 December 2021;
- (v) this Prospectus;
- (vi) any supplements to this Prospectus.

All such documents will be available on the indicated websites for a period of at least 10 years from the date of this Prospectus.

of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**"). The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

¹⁰ An obligation rated "BBB" exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation. The ratings from "AA" to "CCC" may be modified by the addition of a plus "+" or minus "-" sign to show relative standing within the major rating categories.

¹¹ Standard & Poor's is established in the European Union and is registered under the CRA Regulation. The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

DOCUMENTS INCORPORATED BY REFERENCE

Documents incorporated by Reference

The following documents which have been published (English version) or which are published simultaneously with this Prospectus and filed with the CSSF shall be incorporated in, and form part of, this Prospectus:

- (a) the published audited consolidated group annual financial statements of Bertelsmann dated 31 December 2020 and 31 December 2021, in each case including the auditor's report thereon
- (b) Section "Boards/Mandates" of the Annual Report 2021 of Bertelsmann; and
- (c) the consolidated group interim financial statements of Bertelsmann dated 30 June 2022 including the review report.

Comparative Table of Documents incorporated by Reference

Page	Section of Prospectus	Document incorporated by reference
46	Bertelsmann Group, Historical Financial Information	<p>Group Financial Statements 2020 of the Bertelsmann Group (p. 51 – p. 139; p. 141 – p. 148) Group Balance Sheet, (p. 53) Group Income Statement, (p. 51) Group Statement of Comprehensive Income (p. 52) Group Cash Flow Statement, (p. 54) Notes, (p. 56 – p. 139) Auditors' Report, (p. 141 – p. 148)</p> <p>https://www.bertelsmann.com/media/investor-relations/annual-reports/bertelsmann-annual-report-2020-finance-engl.pdf</p> <p>Group Financial Statements 2021 of the Bertelsmann Group (p. 53 – p. 141; p. 143 – p. 150) Group Balance Sheet, (p. 55) Group Income Statement, (p. 53) Group Statement of Comprehensive Income (p. 54) Group Cash Flow Statement, (p. 56) Notes, (p. 58 – p. 141) Auditors' Report, (p. 143 – p. 150)</p> <p>https://www.bertelsmann.com/media/investor-relations/annual-reports/annual-report-2021.pdf</p>
42	Administrative, Supervisory Boards and Management	<p>Section "Boards/Mandates" of the Annual Report 2021 of Bertelsmann Group (p. 160 – p. 163)</p>
46	Bertelsmann Group, Historical Financial Information	<p>Group Interim Financial Statements 2021 of the Bertelsmann Group (p. 21 – p. 38; p. 40) Group Balance Sheet, (p. 23) Group Income Statement, (p. 21) Group Statement of Comprehensive Income (p. 22) Group Cash Flow Statement, (p. 24) Selected Explanatory Notes, (p. 27 – p. 38) Review Report, (p. 40)</p> <p>Group Interim Financial Statements 2022 of the Bertelsmann Group (p. 21 – p. 43; p. 45) Group Balance Sheet, (p. 23) Group Income Statement, (p. 21)</p>

Group Statement of Comprehensive Income (p. 22)
Group Cash Flow Statement, (p. 24)
Selected Explanatory Notes, (p. 27 – p. 43)
Review Report, (p. 45)

<https://www.bertelsmann.com/media/news-und-media/downloads/2022-halbjahresfinanzbericht/bertelsmann-interim-report-2022.pdf>

The information contained in the source documents that is not included in the cross-reference list above, is not incorporated by reference into this Prospectus. For the purposes of Article 19(1) of the Prospectus Regulation, information in such parts is either of no relevance for an investor or covered in other parts of this Prospectus and is not required by the relevant schedules of the Commission Delegated Regulation (EU) 2019/980.

Availability of incorporated Documents

Any document incorporated herein by reference can be obtained without charge at the offices of Bertelsmann as set out at the end of this Prospectus and will also be available on its website www.bertelsmann.com. Additionally, such documents will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

NAMES AND ADDRESSES

THE ISSUER

Bertelsmann SE & Co. KGaA
Carl-Bertelsmann-Straße 270
33335 Gütersloh
Federal Republic of Germany

PRINCIPAL PAYING AGENT

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

LUXEMBOURG LISTING AGENT

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
1115 Luxembourg
Luxembourg

LEGAL ADVISERS

To the Managers as to German law

Hengeler Mueller
Partnerschaft von Rechtsanwälten mbB
Bockenheimer Landstraße 24
60323 Frankfurt am Main
Federal Republic of Germany

AUDITORS TO THE ISSUER

**KPMG Aktiengesellschaft
Wirtschaftsprüfungsgesellschaft**
Nikolaus-Dürkopp-Str. 2a
33602 Bielefeld
Federal Republic of Germany

GLOBAL COORDINATORS

Barclays Bank Ireland PLC
One Molesworth Street
Dublin 2, D02 RF 29
Ireland

BNP Paribas
16, boulevard des Italiens
75009 Paris
France

JOINT BOOKRUNNERS

Commerzbank Aktiengesellschaft
Kaiserstr. 16 (Kaiserplatz)
60311 Frankfurt am Main
Germany

**Landesbank Baden-
Württemberg**
Am Hauptbahnhof 2
70173 Stuttgart
Germany

Société Générale
29, Boulevard Haussmann
75009 Paris
France