



Hannover Rück SE

*(a European Company (Societas Europaea – SE) incorporated in Hannover,
Federal Republic of Germany)*

EUR 750,000,000 Subordinated Fixed to Floating Rate Bonds with scheduled maturity in 2043

ISIN XS2549815913, Common Code 254981591, WKN A30VQR

Issue price: 99.747 per cent.

Hannover Rück SE (the "**Issuer**") will issue on 14 November 2022 (the "**Issue Date**") EUR 750,000,000 Subordinated Fixed to Floating Rate Bonds with scheduled maturity in 2043 (the "**Bonds**") in the denomination of EUR 100,000 each.

The Bonds will be governed by the laws of the Federal Republic of Germany ("**Germany**").

The Bonds will bear interest from and including the Issue Date to but excluding 26 August 2033 (the "**First Reset Date**") at a rate of 5.875 per cent. *per annum*, scheduled to be paid annually in arrear on 26 August in each year, commencing on 26 August 2023 (short first coupon). Thereafter, unless previously redeemed, the Bonds will bear interest at a rate of 3.750 per cent. *per annum* above 3-month EURIBOR, being the Euro-zone inter-bank offered rate for three-month Euro deposits, scheduled to be paid quarterly in arrear on 26 November, 26 February, 26 May and 26 August in each year (each a "**Floating Interest Payment Date**"), commencing on 26 November 2033.

Under certain circumstances described in § 4 of the Terms and Conditions of the Bonds (the "**Terms and Conditions**"), interest payments on the Bonds may be deferred at the option of the Issuer or will be required to be deferred.

The Bonds are scheduled to be redeemed at their Principal Amount (as defined in the Terms and Conditions) on the Floating Interest Payment Date falling on or around 26 August 2043 (the "**Scheduled Maturity Date**"), provided that the Conditions to Redemption and Repurchase (as defined in the Terms and Conditions) are fulfilled. If this is not the case, the Bonds will only be redeemed on the first Floating Interest Payment Date following the Scheduled Maturity Date on which the Conditions to Redemption and Repurchase are fulfilled.

Under certain circumstances described in § 5 of the Terms and Conditions, the Bonds may be subject to early redemption, always subject to the Conditions to Redemption and Repurchase being fulfilled.

The Bonds will initially be represented by a temporary global bond in bearer form (the "**Temporary Global Bond**"). Interests in the Temporary Global Bond will be exchangeable, in whole or in part, for interests in a permanent global bond (the "**Permanent Global Bond**" and together with the Temporary Global Bond, the "**Global Bonds**") not earlier than 40 days after the Issue Date (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership. The Global Bonds will be deposited with a common safekeeper for Clearstream Banking S.A. and Euroclear Bank SA/NV (together, the "**Clearing System**").

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 6.3 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 will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg ("**CSSF**") in its capacity as competent authority under the Prospectus Regulation. 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 securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or solvency of the Issuer in line with the provisions of article 6(4) of the Luxembourg act relating to prospectuses for securities (*loi relative aux prospectus pour valeurs mobilières*) dated 16 July 2016 (the "**Luxembourg Prospectus Law**").

This Prospectus will be valid until 10 November 2023 and may in this period be used for admission of the Bonds 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 Bonds, the Issuer will prepare and publish a supplement to this 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 Bonds 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.

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

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, the Bonds in any jurisdiction where such offer or solicitation is unlawful.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and subject to certain exceptions, the Bonds may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.

Prospective purchasers of the Bonds should ensure that they understand the nature of the Bonds and the extent of their exposure to risks and that they consider the suitability of the Bonds as an investment in the light of their own circumstances and financial condition. Investing in the Bonds involves certain risks. Please review the section entitled "Risk Factors" beginning on page 8 of this Prospectus.

Joint Lead Managers

BNP PARIBAS

Crédit Agricole CIB

Deutsche Bank

J.P. Morgan

UniCredit

RESPONSIBILITY STATEMENT

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

The Issuer further confirms that (i) this Prospectus contains all relevant information with respect to the Issuer (also referred to as "**Hannover Re**" herein) and its consolidated subsidiaries taken as a whole (the "**Hannover Re Group**" or the "**Group**") and to the Bonds which is material in the context of the issue and the offering of the Bonds, including all relevant information which, according to the particular nature of the Issuer and of the Bonds is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Hannover Re Group and of the rights attached to the Bonds; (ii) the statements contained in this Prospectus relating to the Issuer, the Hannover Re Group and the Bonds are in every material respect true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Hannover Re Group or the Bonds the omission of which would, in the context of the issue and offering of the Bonds, make any statement in this Prospectus misleading in any material respect; (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements and (v) the statements of opinion, intention, belief or expectation expressed in the Prospectus are honestly and reasonably held.

NOTICE

No person is authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer or BNP Paribas, Crédit Agricole Corporate and Investment Bank, Deutsche Bank Aktiengesellschaft, J.P. Morgan SE or UniCredit Bank AG (together, the "**Joint Lead Managers**").

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

The legally binding language of this Prospectus is English. Any part of this Prospectus in German language constitutes a translation, except for the Terms and Conditions in respect of which German is the legally binding language.

In this Prospectus, all references to "€", "EUR" or "Euro" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, as amended. References to "billions" are to thousands of millions.

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

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

To the extent permitted by the laws of any relevant jurisdiction, none of the Joint Lead Managers, any of their respective affiliates or any other person mentioned in this Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any other documents incorporated by reference and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accept any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Lead Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

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

The distribution of this Prospectus and the offering, sale and delivery of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions see the section "*Subscription and Sale of the Bonds – Selling Restrictions*" below. In particular, the Bonds have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**").

The Bonds issued pursuant to this Prospectus are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Bonds to retail investors.

For the avoidance of doubt the content of any website referred to in this Prospectus does not form part of this Prospectus and the information on such websites has not been scrutinized or approved by the CSSF as competent authority under the Prospectus Regulation.

In this Prospectus, unless the contrary intention appears, a reference to a law or a provision of law is a reference to that law or provision as extended, amended or re-enacted.

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

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (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 Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET: PROFESSIONAL INVESTORS AND ECPS ONLY

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is 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 United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**distributor**") should take into consideration the manufacturer's 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 Bonds (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

PRIIPS REGULATION / PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS

The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the "**Insurance Distribution Directive**"), where that

customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**PRIIPs Regulation**") for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

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

BENCHMARKS REGULATION: STATEMENT ON REGISTRATION OF BENCHMARK ADMINISTRATOR

Following the First Reset Date, interest amounts payable under the Bonds are calculated by reference to the EURIBOR, which is provided by the European Money Markets Institute ("**EMMI**"). As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks 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 Bonds are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

STABILISATION

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

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates", "intends", "expects" or other similar terms. This applies in particular to statements under the caption "Description of the Issuer and the Hannover Re Group" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer and Hannover Re Group. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer or Hannover Re Group, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Joint Lead Managers assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

ALTERNATIVE PERFORMANCE MEASURES

Certain terms used in this Prospectus and financial measures presented in the documents incorporated by reference are not recognised financial measures under International Financial Reporting Standards as adopted by the European Union ("**IFRS**") ("**Alternative Performance Measures**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Issuer has provided these Alternative Performance Measures because it believes they provide investors with additional information to assess the operating performance and financial standing of Hannover Re Group's business activities. The definition of the Alternative Performance Measures may vary from the definition of identically named alternative performance measures used by other companies. The Alternative Performance Measures for Hannover Re Group presented by the Issuer should not be considered as an alternative to measures of operating performance or financial standing derived in accordance with IFRS. These Alternative Performance Measures have limitations as analytical tools and should not be considered in isolation or as substitutes for the analysis of the consolidated results or liabilities as reported under IFRS.

For further information, please see "*Description of the Issuer and the Hannover Re Group - Alternative Performance Measures*".

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RISK FACTORS

Before deciding to purchase the Bonds, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. Should one or more of the risks described below materialise, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of the Issuer or the Group. Moreover, if any of these risks occur, the market value of the Bonds and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Bonds may decrease, in which case the holders of the Bonds could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Bonds are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Bonds for other unknown reasons than those described below. Additional risks of which the Issuer is not presently aware or that are now deemed immaterial could also affect the business operations of Hannover Re Group and have a material adverse effect on Hannover Re's business activities and financial condition and results of operations. This is in particular true with regard to rapid and unforeseen changes which may occur, for example, with geopolitical crises as well as with risks related to negative macroeconomic developments or to the crisis resulting from the outbreak of SARS-CoV-2 and its associated disease ("COVID-19").

Prospective investors should read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Words and expressions defined in the Terms and Conditions shall have the same meanings in this section.

The following risk factors are organized in categories depending on their respective nature. In each category the most material risk factors, based on the probability of their occurrence and the expected magnitude of their negative impact, are mentioned first.

Potential investors should, among other things, consider the following:

Risks relating to the Issuer and the Hannover Re Group

Underwriting risks and other business-related risks

The underwriting risks and other business-related risks include (i) natural catastrophe risk, (ii) longevity and mortality risk, (iii) reserving risk Property & Casualty, (iv) man-made catastrophe risk, (v) premium risk, (vi) Life & Health catastrophe risk, (vii) morbidity and disability risk, (viii) lapse and expense risk, (ix) inflation risk impacting the underwriting side, (x) strategic and rating risk, (xi) the ongoing war in Ukraine, (xii) supply chain risks, (xiii) counterparty default risk, (xiv) emerging risks and (xv) COVID-19 risks and pandemic crisis related risks in general.

Natural catastrophe risks

Natural catastrophes are partially covered by insurance policies in the Property & Casualty and Life & Health (re)insurance written by the Hannover Re Group. Such catastrophic events include, among others, windstorms and hailstorms, floods, earthquakes, major fires, heavy rainfalls, droughts, heat waves, cold spells or pandemics. Neither catastrophes as such nor the scale of loss and damage caused by such events can be predicted. Even though the Hannover Re Group monitors the aggregate risk tolerance with respect to catastrophic events in each geographical region, catastrophe-related damage and claims can lead to extraordinarily high losses outside this tolerance. Furthermore, the scale of catastrophe losses may increase in the coming years relative to the multi-year average.

A certain proportion of the required risk capital is attributable to risks from natural disasters. For the purpose of assessing Hannover Re Group's material catastrophe risks from natural hazards (especially earthquake, windstorm and flood), Hannover Re Group uses licensed stochastic catastrophe simulation models including latest results from scientific research and enriched with the expertise of own geoscientists from specialist departments. The model's outcome are

probability distributions representing the full range of possible loss scenarios from every natural catastrophe worldwide. For the purposes of portfolio optimization and steering the geographical diversification, maximum underwriting limits and thresholds are introduced for various extreme loss scenarios and return periods in light of profitability criteria. The monitoring of the risks resulting from natural hazards is rounded out by scenario analyses.

Meteorological extreme events like intense tropical cyclones, windstorms, and floods are often seasonal with the highest proportion of annual losses occurring on average in the third and fourth quarter, with quarter to quarter comparisons varying very strongly. The ultimate impact of a catastrophic event or multiple catastrophic events on Hannover Re Group's financial condition, results of operations, business and prospects is difficult to predict and will be affected by a number of factors, including, *inter alia*, the frequency of loss events, the severity of each event, the total amount of insured exposure in the area affected by each event and changes in the value of the insured property. To the extent the Hannover Re Group writes more natural catastrophe covers in the future, a greater impact in absolute terms of natural catastrophe losses on Hannover Re Group's results can be expected.

The possible adverse effects of natural catastrophes are compounded by the correlation between climate change and severe storms, floods and drought as well as adverse agricultural yields. The effects of global warming and climate change cannot be predicted and are likely to aggravate potential loss scenarios, risk modelling and financial performance. Furthermore, climate change could lead to extreme weather events spreading to parts of the world that have not previously experienced extreme weather conditions.

Natural risks of large scale may also occur as pandemic events. In the Property & Casualty segment this would be mainly relevant for the coverage of event cancellations, business interruption or credit and surety reinsurance, but could also affect liability business in respect of workers' compensation, directors' and officers' liability and other liability lines. It may also happen that Hannover Re Group companies are legally forced to cover losses not included in the original coverage and premium calculation of the reinsurance contracts. This, for instance, could be the case if a Hannover Re Group company would have to cover losses for business interruption claims due to COVID-19, which, from the reinsurers perspective, are generally not covered by the contract, but courts, governments or regulators retroactively could deem these to be covered under (re)insurance contracts Hannover Re Group participates in, with all negative financial outcome possibilities.

In case of adverse natural catastrophe events covered under current and future contracts, a material negative impact on Hannover Re Group's net income, business and prospects is possible.

Longevity and mortality risk

Life reinsurance business predominantly includes mortality risk – which provides a lump sum payment upon death of the life insured, and longevity risk – which typically provides a regular income for life. Mortality risk is the core business of the Life & Health reinsurance business. The inherent risk is that actual mortality rates deviate from expected rates. Mortality risk affects all life insurance contracts and those health insurance contracts where claims depend on the death of the insured. While mortality assumptions are usually derived from experience data, results could be adversely affected by emerging trends, single events with a short-term increase in mortality (as explained in the section Life & Health catastrophe risk), or changes in the business mix. Also, when new markets are entered or new products are reinsured, the data chosen to set mortality assumptions may prove to be inadequate for the subject business.

In the last years, Hannover Re Group considerably extended covers for longevity business in the United Kingdom and is in the process of expanding this offering into other markets. The ageing population in some countries has led to an increasing latent demand for annuity and pension provision. Longevity risk affects contracts where benefits are based upon the likelihood of survival, e.g. the risk to which a pension fund or life insurance company could be exposed as a result of higher-than-expected pay-out patterns. Increasing life expectancy trends among annuity policyholders and pensioners can result in pay-out levels that are higher than originally accounted for. As a result, as life expectancy increases, strains are placed on such organizations obligated to pay higher retirement benefits than initially expected.

In case a similar movement of mortality is observed between mortality and longevity business, this could have an offsetting effect. However, the portfolios covered in mortality versus longevity risk are typically different (e.g., different countries, gender structure, age groups or distribution channels) which may reduce the offsetting impact.

Adverse development could result in higher-than-expected pay-out patterns and therefore negatively affect the cash flow and profitability of the Hannover Re Group.

Reserving risk Property & Casualty

Hannover Re Group companies systematically cover Property & Casualty risks underwritten by primary insurers and reinsurers and calculate the amount of technical provisions that are to be established for insured events in accordance with relevant actuarial methods that reflect assumptions and empirical values.

Due to their nature and possible delays in reporting man-made casualty losses, an adverse effect of a man-made casualty loss may not be recognized until some period after the occurrence of the loss, entailing a more significant delay in casualty than in property losses. While the level of provisions constituted is regularly adjusted in the context of normal run-off with the aid of the latest information available to management, the adequacy of the provisions initially constituted and subsequently adjusted as necessary cannot be assured. These actuarial calculations are based on past experience with similar policies, forecasts regarding the future, and actuarial models. Over time, these assumptions could prove to be inaccurate, for example due to influence of inflation factors within claim amounts or costs and might therefore necessitate additional expenditures. Besides this, the interest rate development may be forecasted wrong. Despite efforts to minimise such risk, deviations can occur if data is interpreted incorrectly or external factors outside the influence of the Hannover Re Group change.

A price determination which appropriately reflects the previously mentioned risk in the casualty reinsurance is complicated due to the increasing complexity and long-term nature of the run-off. In the insurance and reinsurance market this was demonstrated in the past, for example, by claims connected with asbestos and claims from the attack on the World Trade Center. On the basis of the actual future development – especially with respect to risks that have currently not even been recognized as such – or as a consequence of the inaccurate selection or application of methods to calculate the constituted provisions, the Hannover Re Group might be compelled to increase the provisions to an unpredictable extent.

Should it be necessary to increase provisions or liabilities, this could negatively affect the net income or cash flows and subsequently the capital adequacy of the Hannover Re Group.

Man-made catastrophe risk

Man-made disasters are partially covered by insurance policies in the Property & Casualty and Life & Health (re)insurance written by the Hannover Re Group. Complex technology intersecting with increased population density, infrastructure and higher rates of utilization of natural resources increase the likelihood and the magnitude of catastrophic man-made events. Man-made disasters involving chemical, biological or nuclear hazards in particular bear high potential for losses covered by companies within the Hannover Re Group.

Geopolitical risks have increased worldwide since the terror attacks on the United States on 11 September 2001, especially the risks of terrorist attacks and potential military responses to them, as well as risks created by political tensions or war between countries. The Hannover Re Group, as many other reinsurance companies, tries to exclude terror and war risks from their insurance terms, or considerably increased the premiums for the insurance of these risks. However, the potential of terror or war risks materializing could not be completely eliminated by these measures. While an exclusion of coverage is not possible with respect to all insurance contracts, consequential damage or loss caused by terror attacks or war may give rise to claims brought against companies of the Hannover Re Group by cedants or policyholders. Another risk is that potential future terror attacks or war related losses might not be clearly identifiable as such or that there is at least no proof of a terror attack or war related loss having occurred. If, in these cases, the limits or exclusions provided for in the insurance contracts cannot be enforced, this would result in increased claim expenditure. The Hannover Re Group cannot definitely assess the consequences that future terror attacks and war related losses may have on its business activities. Increased (geo)political risks described above may have an adverse effect on the Hannover Re Group's net income.

In recent years, Hannover Re had offered its clients reinsurance for cyber risk covers. In some cases, the unintended coverage of cyber incidents under traditional contracts for Property & Casualty business may be possible depending on the contract wording ("silent cyber"). Cyberattacks on critical systems are becoming increasingly common and might be for example correlated with or respectively leveraged by (organised) crime, terror or war risks. Especially in times with a high proportion of employees working remotely at home, cyber risk is likely to be exacerbated. These cyber-attacks can cause considerable financial losses and damage corporate reputations. Moreover, they can severely hamper private and public life, especially if critical infrastructure is impacted – such as the health, transportation, traffic and energy sectors. In such instances supply bottlenecks with lasting effects as well as major disruptions to public safety may ensue. In a networked world the repercussions of cyber-attacks are intensifying because the volume of data stored around the world is constantly growing – and in this context, it is not just the company's own technical infrastructure that needs to be secured. On the contrary, the trend towards cloud computing is increasingly shifting the focus to third-party infrastructures and the associated network connection.

Growth in connectivity between digital and physical worlds as well as the progress in commercial deployment of "internet of things" and "artificial intelligence" will further increase risk aggregation effects. It is in the nature of cyber risks that a single attack or incident may have wide-ranging consequences and impact a large number of policies simultaneously. Therefore, cyber events covered by the Hannover Re Group may have a negative influence on its net income.

Premium risk

The business conducted by the Hannover Re Group is founded on the deliberate assumption of risks through the conclusion of insurance and reinsurance contracts.

In deciding on whether reinsurance or retrocession agreements are to be entered, the Hannover Re Group relies on the provision of correct and sufficient risk information by the respective ceding company. Should the Hannover Re Group, on the basis of incorrect or incomplete information, wrongfully assess the covered risks, this may result in additional expenses. Even if the Hannover Re Group would have recourse against the ceding company it cannot be assured that these claims are adequate and enforceable. Inaccurate or inadequate information could result in the underwriting of unprofitable or loss-making reinsurance or retrocession contracts.

Furthermore, the Hannover Re Group makes use of risk quantification models based on simplified assumptions that cannot fully reflect actual circumstances. In addition to this, cedants may write business, the quality of which is incorrectly assessed by the Hannover Re Group as more favourable than it actually is.

Property & Casualty reinsurance is a cyclical business. The same is true to a lesser extent for life reinsurance. The cycles in the reinsurance business are periods characterised by intense price competition and less restrictive underwriting standards followed by periods of higher premium rates and more selective underwriting standards. This means that the business volume of the Hannover Re Group does not develop in a linear manner, hence the volume of reinsurance business is subject to considerable fluctuations, which can be attributed to a broad range of factors. On the one hand, competition has increased in recent years in the reinsurance markets, especially as a result of market entry by new competitors, a general high availability of capital and thus capacities, and as a result of large customers attempting to bear standard risks themselves or cover them through their own captive insurance companies. A continuation of this trend could reduce the volume of reinsurance and premiums in this segment. Other factors, which cannot always be foreseen and/or influenced, include *inter alia* the frequency and scale of catastrophic events, the availability of reinsurance capacities, the scarcity of retrocession capacity, the volatility of capital markets, the occurrence of new risks (for example as a result of new technologies) and general economic conditions. Furthermore, these factors may also cause changes in treaty conditions and hence profit margins or lead to a slowdown or decline in the business development, which could adversely affect the financial position or net income of the Hannover Re Group.

Life & Health catastrophe risk

The Life & Health reinsurance business of the Hannover Re Group may be affected by events that affect a number of lives simultaneously. Such events could affect the experience of both the mortality and the morbidity at the same time. Consequently, an influenza pandemic is a material risk as it has the potential to impact all markets across the world. A

pandemic, whether influenza or another infectious disease, has the potential to affect a significant percentage of the world's population, causing a high level of sickness and an increase in mortality rates. This could imply a temporary spike in mortality and morbidity claims and adversely impact the net income of the Hannover Re Group accordingly. In addition, a pandemic event can also have implications on the Property & Casualty business in addition to Life & Health lines. Please also refer to "*COVID-19 risks and pandemic crisis related risks in general*" below.

Morbidity and disability risk

Companies of the Hannover Re Group write different types of business where claim payments are contingent on the health status of individual lives. The most relevant types of business are health business (which compensates for medical expenses incurred), critical illness business (where benefits are paid upon the occurrence of pre-defined diseases) and disability business (which provides a regular income or a lump sum payment upon continued inability to work as a result of a long-term illness or disability). For disability income business, morbidity benefits are often payable over potentially many years and there is uncertainty involved in estimating the number of years over which benefits will be paid. Both morbidity and disability insurance might be burdened by unexpectedly negative medium- and long-term health effects following a pandemic, the economic consequences of which may persist well beyond the pandemic itself.

Any of these adverse possibilities within the morbidity and disability business have the potential to negatively affect the profitability and cash flow of the Hannover Re Group.

Lapse and expense risk

Life or health insurance policies (with the exclusion of certain annuity business) typically provide a lapse option to the policyholders. The pricing and valuation of life insurance and reinsurance business therefore requires assumptions on future policyholder behaviour. Such behaviour may be different from expectations due to market development, interest rate and other capital market movements or other circumstances, e.g. economical environment, employment and various more. If actual lapses differ from expectations, the amount of future premium income and claims outgoing will change.

As long-term business, the Life & Health business requires long-term administration efforts. Expense risk relates to the uncertainty of the cost of servicing and administering underwritten contracts. Administration expenses are exposed to inflation changes. Therefore, the risk that actual expense rates deviate from expected rates might lead to a negative influence on Hannover Re Group's economic result and net income.

Inflation risk impacting the underwriting side

The higher rates of inflation worldwide have the potential to affect multiple factors in the business activities of the Hannover Re Group, including for example premium calculation, loss reserves, large loss budget, investments and claims management and administration expenses. In this context, the general rise in consumer prices needs to be differentiated from the drivers of claims and cost inflation relevant to the Issuer. The Hannover Re-specific claims inflation index is a blend of different lines of business, regions and currencies. Relevant factors – besides others – include wages and salaries for the liability business, construction costs for property insurance including natural perils and medical expenses for Life & Health insurance. Inflation is factored into Hannover Re Group's reserving process on the basis of average past inflation rates. Reserving processes are especially important in long-tail lines of business because multiple underwriting years can be affected at the same time. The recent inflation environment, considerably higher inflation than assumed and effects thereof therefore has the potential to negatively affect the financial situation of Hannover Re Group.

Strategic and rating risk

The strategic risk represents a possible inability to implement appropriate business plans and strategies, make correct decisions, allocate resources adequately or adapt to changes in the business environment timely.

Within the scope of its reinsurance business, the Hannover Re Group underwrites the business of primary insurers, which means that facts and circumstances in the insurers' environment may also indirectly influence the Hannover Re Group, in particular that insurers may write less business – as a result of which a smaller volume will be reinsured. The business

result of the Hannover Re Group is influenced by its ability to acquire new insurance business at advantageous conditions, to expand existing profitable business relationships and to raise capital on the financial markets.

Of particular significance to this ability is the evaluation of the financial strength and creditworthiness and hence indirectly also of the competitiveness of the Hannover Re Group and its individual companies by specialized agencies (hereinafter referred to as its "rating"). The most important rating for the Hannover Re Group is the Insurer Financial Strength Rating, which evaluates the financial strength of the Issuer on the basis of the factors that are relevant to policyholders and ceding companies. These factors include, most notably, competitive position, operating performance, capital adequacy and risk management.

The current Insurer Financial Strength Rating for the Issuer from S&P Global Ratings Europe Limited ("**S&P**") is "AA-" ("Very strong", stable outlook), while that of A.M. Best (EU) Rating Services B.V. ("**A.M. Best**") is "A+" ("Superior", stable outlook). Rating agencies review their ratings and assessment methods continuously. They could downgrade the Issuer's ratings, whether as a result of changes in their methodologies, changes in the results of operations and financial condition of the Issuer and of the Hannover Re Group, their assessment of Hannover Re's independency from its major shareholder Talanx AG, changes in the overall assessment of the reinsurance industry or a combination of these and other factors.

A downgrade in Issuer's ratings can have significant adverse implications for the conditions of new and existing business, impair competitiveness, may reduce the ability to purchase retrocession, limit the access to the capital markets and/or increase the costs of financing for the Issuer. In addition, a downgrade can result in the materialization of new or accelerated maturity of existing liabilities that are contingent upon maintenance of a particular rating, or the requirement to collateralize existing obligations that depend on the maintenance of a specific financial strength rating. A downgrade of the rating by S&P or A.M. Best could detrimentally affect the ability of the Hannover Re Group to generate new business and thus impair its competitive position. Furthermore, a potential downgrade of the Issuer's major shareholder Talanx AG of more than two notches will also affect Hannover Re's ratings negatively and will result in a financial disadvantage for the Hannover Re Group. In addition, the Issuer's rating may affect the rating of group subsidiaries as those ratings are often linked to the rating of the Issuer. Conversely, a downgrade of the assessment a subsidiaries financial strength could also negatively affect the rating of the Issuer.

Ongoing war in Ukraine

The war-related tensions including sanctions between Russia and the European Union / United States in combination with the inflation risk and associated measures taken by central banks, as well as the uncertainty around COVID-19 developments have led to considerable volatility on financial markets since the beginning of 2022. The conflict and its impacts have driven up prices for energy and other commodities and hence also inflation, with Europe being particularly affected by higher oil, gas and electricity costs. Hence, global trade was further disrupted leading to problems in supply chains and production processes, which were exacerbated by the strict COVID-19 policy in China. This has resulted in higher production and logistics costs for a majority of companies (please also refer to the risk factor "*Supply chain risks*" below). In the assessment of the Issuer, further economic development will ultimately depend on the length, course and impact of the war.

From the reinsurance perspective, Hannover Re Group's loss reserves established for different lines of business in this respect are subject to considerable uncertainties because they depend on every imaginable political and economic impacts of the war and on the outcome of judicial decisions in the coming years. Further, in connection with the war in the Ukraine, the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* - BaFin) has identified an increased risk of cyber-attacks, which could also potentially affect the Hannover Re Group both on the business and on the operative side. All of the factors described above – especially due to correlation and therefore leveraging effects – may have a significant adverse impact on the Hannover Re Group's financial situation.

Furthermore, it cannot be ruled out that a further escalation of the military or political conflict could lead to a complete cut-off of energy supply to Europe, a subsequent energy crisis followed by a severe global recession, which could have a substantially negative impact on Hannover Re Group's financial position.

In addition, the sanctions imposed on Russia and Belarus by many countries and counter sanctions by Russia might have an impact on Hannover Re's ability to provide reinsurance cover or claims settlements in certain circumstances and might adversely affect its financial situation.

As of the date of this Prospectus, Hannover Re estimates that a complete impairment of its investments related to Russia (and Ukraine) would not result in a reduction of Hannover Re's Solvency II ratio below the threshold value of 200%. However, there can be no assurance that this assessment will remain valid, as the uncertain nature of the conflict and the evolving nature of the sanctions makes it difficult to predict what impact the conflict and related sanctions could ultimately have on the Hannover Re Group.

Supply chain risks

It has become clear over the course of the COVID-19 pandemic and in the context of the war in Ukraine that global supply chains – especially in combination with lower inventories – as well as oligopolies with respect to the production of goods and commodities pose risks to the continuity of operations in many sectors. This can result in higher claims expenditures on account of increased procurement costs or business interruptions. These constitute an existential risk for many companies. Cyber-attacks, which can disrupt or interrupt supply chains in multiple ways, are an additional risk-aggravating factor owing to the increase in their frequency and severity. Increasing regulatory requirements governing corporate responsibility within supply chains raise costs and efforts of compliance and, in the worst case, may result in legal proceedings. All of the above supply chain factors might have a detrimental effect on Hannover Re Group's economic performance.

Counterparty default risk

As part of its business, companies belonging to the Hannover Re Group acquire a large number of receivables and recoverables against counterparties, especially cedants, retrocessionaires, insurance brokers, financial institutions and intermediaries. Third parties that owe money, securities or other assets to companies of the Hannover Re Group may not pay or perform under their obligations. These parties include the issuers whose securities the Hannover Re Group companies hold, borrowers under loans made, trading counterparties, counterparties under swaps, credit default and other derivative contracts, clearing agents, exchanges, clearing houses and other financial intermediaries. If obligors of the Hannover Re Group companies experience financial difficulty and cannot or do not pay the full amounts owed to it, the Hannover Re Group would be exposed to risks of financial losses and might be required to write down or write off certain assets. In addition, with respect to secured or covered transactions, the Hannover Re Group companies' credit risk may be exacerbated when the collateral held by those transactions cannot be realized or is liquidated at prices not sufficient to recover the full amount of the loan, reinsurance recoverable or derivative exposure.

As a result, default by one or more of these parties on their obligations to the Hannover Re Group companies due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons, or even rumours about potential defaults by one or more of these parties or regarding the financial services industry generally, could lead to market value losses or defaults harming the Hannover Re Group companies.

The Hannover Re Group systematically uses retrocessions and protection covers or transfers risks from reinsurance business to the retrocession (and in a limited extent to the capital) markets to smooth results and optimize its net income. Hannover Re also accepts reinsurance risks and passes these on to retrocessionaires only for the purpose of earning a fee ("fronting"). In this context it attaches considerable importance to the quality and credit status of its retrocessionaires or the providers of a security. Often, the retrocessionaires' obligations are highly collateralised. Deteriorating market conditions for retrocession globally or the financial situation at retrocessionaires may lead to the risk that individual claims cannot be recovered if individual retrocessionaires should become unable or unwilling to pay.

Counterparty default risk, among other risks, is also relevant in Life & Health reinsurance where Hannover Re Group's companies prefinance acquisition costs for ceding companies. If cedants experience financial difficulty or for any other reason cannot or do not pay the full amounts contractually owed to it, the Hannover Re Group would be exposed to risks of financial losses. In certain Life & Health reinsurance contracts, a particular risk arises because some capital investment portfolios are not directly under the control of the reinsurer. This applies to certain U.S. life insurance policies ("modified

coinsurance", "Coinsurance Funds Withheld"). Under these contracts, the cedant retains securities in a securities account that secure the risks that it has ceded to the reinsurer. Payments to the reinsurer are rendered only at a later point in time and contain a portion of the gross premium collected from the cedant and the income on the securities. Accordingly, the Hannover Re Group has to rely on third parties for the proper administration of the related investment portfolio. In such circumstances, it is common for the reinsurer to mitigate this risk by having agreed investment guidelines with the cedant which specify the risk limits to which the underlying portfolio is to be managed to. Changes in the value of such investment portfolios may adversely impact the net income of the Hannover Re Group.

Emerging risks

The term "emerging risks" is used to refer to previously unknown or dynamically evolving known risks that could cause substantial future losses and, therefore, are of major concern to insurance and reinsurance companies. Unlike traditional risks, emerging risks are difficult to analyse because they often exist as a hidden risk, e.g. within a trend. Insurance premiums for emerging risks are difficult to calculate due to lack of historical data about or experience with such risks or their consequences. Emerging risks (such as pandemics, climate related disasters or claims, cyber risks, lack of resources, supply chain risks, autonomous machines, environmental risks or disruption of critical infrastructure) are characterized by the fact that the content of such risks cannot yet be reliably assessed – especially with respect to Hannover Re Group's treaty portfolio. Such risks evolve gradually from weak signals to unmistakable tendencies.

For instance, the consequences of potential, worldwide climate change is considered as one of the emerging risks. There is a wide scientific consensus and a growing public concern that globally increasing emissions of greenhouse gases, especially carbon dioxide, are causing an increase in the average worldwide surface temperatures. This increase in average temperatures could increase the frequency of tropical cyclones, floods, droughts, and forest fires, and could cause sea levels to rise due to the melting of the polar ice caps. Therefore, physical, transitional and litigation risks in relation to the climate change are to be anticipated.

Cyber risks to which the Hannover Re Group is exposed are described in the risk factor "*Man-made catastrophe risk*" above and risks relating to pandemics are described in the following risk factor.

Another material emerging risk is the lack of resources which refers to the possible scenario of vanishing raw materials like metals, wood or even drinking water. A further important risk with emerging character is the slowing or breakdown of global economic supply chains, which would have material global macro- and microeconomic effects.

Despite its efforts at early identification and continuous monitoring of emerging risks, Hannover Re may not be able to identify all emerging risks and implement measures to avoid or minimize claims exposure to them. Defects and inadequacies in the identification and response to emerging risks could lead to unforeseen damages. Furthermore, the realization of one or several of these risks could have a detrimental effect on the assets, financial position and net income of the Hannover Re Group.

COVID-19 risks and pandemic crisis related risks in general

Since the beginning of 2020, the world experienced the emergence of the COVID-19 virus, which had effects on all different business segments of Hannover Re Group. Public and private measures to mitigate the virus' expansion as restrictions on travel, imposed quarantines, closures of workplaces or social distancing measures had a negative effect on the global economy and international financial markets in general and on Hannover Re Group in particular. The continued economic implications of the COVID-19 virus will depend on factors like pandemic's further duration, spread of the virus, emergence of new virus variants and timing, suitability and effectiveness of measures imposed by international authorities such as vaccination campaigns and potential lockdowns. In particular, there can be no guarantee that these measures will be effective or that the spread of the virus can be definitively contained. For these reasons, the COVID-19 pandemic could still result in an increase of underwriting, capital market, liquidity and operational risks for the Hannover Re Group and may have further significant and even worsening negative effects on its operating results and financial situation.

Hannover Re Group has as of the date of this Prospectus experienced losses in many classes of the Property & Casualty reinsurance business, specifically for the coverage of event cancellations, business interruption, and credit and surety

reinsurance. At the date of this Prospectus, Hannover Re Group has also experienced losses in other business segments, such as, aviation, marine, workers' compensation, accident and health, directors' and officers' liability as well as other property or casualty lines of business. The COVID-19 crisis has the potential to result in further losses in the Property & Casualty business.

In Life & Health reinsurance, Hannover Re Group has, as of the date of this Prospectus, experienced material losses on its portfolio of mortality and morbidity covers, particularly in the US, South African and South American mortality portfolios. The future claim impact continues to be inherently uncertain in particular because the long-term consequences of COVID-19 ("Long-COVID") on mortality and morbidity are still poorly understood.

With respect to the investments of the Hannover Re Group, the Group has significant exposures to corporate bonds and related asset classes in the fixed-income spectrum as well as private equity, equities and real assets. The consequences of an economic downturn may become noticeable in all such asset classes. In the course of the years 2022 and 2023, depending on the effectiveness and efficiency of monetary and fiscal rescue measures, the Hannover Re Group expects not only valuation declines but also defaults. As of the date of this Prospectus, it is not yet possible to sufficiently assess their potential scale.

In the financial environment of the COVID-19 pandemic, as of the date of this Prospectus, the liquidity situation of the Hannover Re Group is influenced by the economic situation of its subsidiaries and branches. Possible risks could arise in case of even worsening negative developments in the financial markets and if a Hannover Re Group entity needs to be recapitalized. In addition, should regulators impose dividend restrictions on the subsidiaries of the Issuer, this could affect their ability to upstream dividends to the Issuer.

Any of the above and other business areas of Hannover Re might be negatively affected by the COVID-19 crisis and losses resulting thereof. The COVID-19 crisis or any other risk complex related to another pandemic crisis could lead to a slowdown or decline in the business development adversely affecting the financial position or net income of the Hannover Re Group.

Risks related to the Capital Markets

The Hannover Re Group's financial results are, amongst other things, subject to market risk on its invested assets. Risks related to the capital markets include (i) default and spread risk, (ii) foreign exchange risk, (iii) interest rate risk, (iv) real asset risk (v) equity risk and (vi) risks related to inflation and to the war in the Ukraine.

Default and spread risk

Credit spread risk is an important factor for Hannover Re Group's fixed-income security holdings. Credit spread refers to the difference in the rate of interest between a risk-bearing security and a risk-free security of the same tenor and currency. Market changes in these risk premiums lead to changes in the market value of the corresponding securities in a manner analogous to changes in prevailing interest rates. An increase in credit spreads beyond the expected figures could give rise to higher default probabilities for bonds and lower prices, causing negative impact on Hannover Re Group's capital position. If defaults occurred with a higher frequency than the initial credit spreads implied, this would have a negative impact on net investment income.

The Hannover Re Group companies also have exposure to several financial institutions and other corporates in the form of debt instruments, derivative transactions and equity investments. Although Hannover Re Group's investment guidelines are designed to limit undue concentration of risk, the Hannover Re Group could become significantly exposed to a particular counterparty. In addition, a feared or actual deterioration in the credit of one or more major counterparties could lead to write downs for a large number of other market participants. Existing protection schemes, such as the deposit insurance fund (*Einlagensicherungsfonds*) of the Federal Association of German Banks could turn out to be insufficient to avoid or compensate for losses of payments. General economic uncertainty and volatility in the capital markets could intensify these risks going forward. If a significant amount of its investments becomes impaired for any reason, this could materially and adversely affect Hannover Re Group's results of operations and financial condition.

In addition to that, the small portion of insurance-linked securities Hannover Re is invested in is also subject to risks arising primarily from natural catastrophes. The occurrence of risks arising from the related natural catastrophes could also have a negative impact on Hannover Re Group's investment income, results of operations and financial condition.

Foreign exchange risk

The Hannover Re Group writes (re)insurance business worldwide in numerous international currencies and prepares annual and interim financial statements in Euro. Consequently, the Hannover Re Group is exposed to the risk that actual foreign currency exchange rates deviate from previous exchange rates. Due to the fact that the financial statements of some of its foreign subsidiaries, associated companies, special purpose entities and special funds are prepared in non-Euro currencies, the largest volumes of which are in U.S. Dollar, British Pound, Australian Dollar, Canadian Dollar and South African Rand, evolving currency translation risk might result in a lower value of these investments in foreign entities and a decreased shareholders' equity and could have a negative impact on the capital adequacy of the Hannover Re Group following adverse developments of such currencies compared to Euro.

Foreign exchange risk can also arise if the assets and liabilities of Hannover Re Group are not in the same currency, or if contracts for administrative and other services are contracted in a currency different to the currency implied in the premium and loss determination. In some jurisdictions, the sale of contracts in other than the local currency leads to an impact on rates of persistency (e.g. minimum interest) or discontinuance (lapse ratio) in the event that the policyholders are exposed to a mismatch. Such currency transaction in connection with such contracts might also adversely affect the financial condition, results of operations and cash flow of the Hannover Re Group.

Furthermore, Hannover Re receives dividends, profit transfers and interest payments from its foreign subsidiaries, associated companies, special purpose entities and special funds, partly in currencies other than Euro. A negative development of exchange rates might result in a lower value of these cash flows in Euro terms.

Interest rate risk

Changes in prevailing interest rates (including fluctuations in the level of short- to long-term interest rates, or recurring negative rates) may adversely affect the Hannover Re Group's assets and net income. The majority of the Hannover Re Group's holdings are invested in fixed-income securities; the bulk of which are denominated in Euro and U.S. Dollar. A further increase in interest rates from their current level could substantially decrease the value of the financial assets. Market prices below amortised cost could have a material negative impact on Hannover Re Group's capital position.

Risks may also arise from a protracted period of low interest level in the international financial markets which might affect the asset management performance. Should the current level of interest rates be sustained or decline, this may adversely affect the financial position and net income of the Hannover Re Group.

Additionally, the assets and liabilities of the Hannover Re Group are not necessarily fully matched in terms of interest rate duration (e.g. on equity-backing securities). Therefore, an interest rate risk consequently remains. A change in interest rates may accordingly have an adverse effect on the economic or general capitalization of the Hannover Re Group.

Real asset risk

Hannover Re Group companies have a significant real estate and infrastructure investment portfolio in form of direct and fund investments. Real estate and infrastructure risks may continue to grow owing to further extending the investments in these sectors. Market values of real asset projects and underlying fund investments are exposed to downturn in market prices and volatility of their income. Real asset risk is growing along with the size of the associated portfolio, reflecting exposure to different sectors and geographies. In addition, the COVID-19 pandemic may lead to a permanent change in working habits in some geographies and thus, have a negative impact on the office property sector, to which Hannover Re is exposed in connection with its investment portfolio.

The occurrence of any of the risks described above could have a material negative impact on the financial conditions, results of operations and cash flow of the Hannover Re Group.

Equity risk

Equity risk derives from the possibility of unfavourable changes in the value of listed and unlisted equities, equity derivatives or equity index derivatives in the portfolio of the Hannover Re Group. The portfolio predominantly includes investments in unlisted (private) equities and, to a very minor extent, investments in listed equities.

Although private equity investments are not as directly related to stock markets as listed equities, there is a certain degree of influence from stock market movements on them. However, changes in their fair value here tend to be prompted less by general market conditions than by entity-specific assessments. The risks are associated principally with the business model and profitability of the entities invested in.

Unfavourable changes in the value of investments in equities can have a material negative impact on the financial conditions, results of operations, cash flow and shareholders' equity of the Hannover Re Group.

Risks related to inflation and to the war in the Ukraine

Inflation remains a major preoccupation. Even without the war in Ukraine, catch-up effects from the COVID-19 pandemic would come up against tight labour markets and – as can already be observed in the United States – set in motion a spiral of rising wages and prices. Higher energy costs and out-of-synch supply chains are additional factors. In the latter case, it is also important to bear in mind the important – but not easily assessed – role played by China against the backdrop of its COVID-19 policy. The war in Ukraine has further ratcheted up tension around the issues of not only energy and commodities but also the future of the current globalizing trend and its trade flows. Inflation, worldwide possible recession, already present and worsening economic downturn in Europe, geopolitical conflicts or actions and any further effects like the above may have a material negative effect on the capital market and any of the asset classes of Hannover Re Group.

Operational Risks

Operational risks include (i) compliance and regulatory change risk, (ii) business process and data quality risk, (iii) tax risk and (iv) fraud risk.

Compliance and regulatory change risk

As an internationally operating reinsurance group, the Hannover Re Group is active in many countries. The business of most Hannover Re Group companies is subject to detailed and extensive laws and regulations. In most of the jurisdictions, in which the companies of the Hannover Re Group operate, the conduct of insurance and reinsurance business requires approvals and licenses granted by courts, public and other authorities following an audit and licensing process. Hence, Hannover Re Group companies are subject to the political and legal framework in each of these countries and rely to a certain extent on the cooperation and reliability of public authorities (e.g. insurance supervisory authorities) and local business partners (e.g. distributors).

With respect to the European Union, changes in the regulatory regime may result from the current review of the European Directive 2009/138/EC ("**Solvency II**") and the Insurance Recovery and Resolution Directive, for which a proposal was adopted by the European Commission on 22 September 2021 (such proposal hereinafter referred to as the "**Draft IRRD**"). If adopted and implemented into national law, the directive will allow authorities to protect policyholders, beneficiaries and claimants, maintain financial stability, ensure the continuity of (re)insurers' critical functions and protect public funds by minimizing reliance on extraordinary public financial support. These regulatory initiatives may affect the regulatory capital requirements and provide the regulatory authorities with comprehensive intervention powers in case of a financial deterioration.

Embargoes and financial sanctions against certain governments, entities or individuals also pose risks for Hannover Re Group's international activities. In the event of violations of embargoes or financial sanctions, or in case of data protection failure, Hannover Re Group could face legal consequences (for example, withdrawal of licenses or fines) or suffer reputational risks from actual or alleged violations of its various legal duties. In light of the large number of regulations, provisions and standards of conduct with which the Hannover Re Group must comply in various countries, there is an

inherent risk of liability due to actual or alleged violations of such norms, which may also lead to regulatory bodies investigating Hannover Re Group's business with potential financial and/or reputational risks being associated therewith. The Group aims to reduce such risk by means of comprehensive compliance programs, but these compliance programs may fail to prevent such violations.

Non-compliance with laws and regulations may give rise to costs or otherwise adversely affect the business of the Hannover Re Group. In some countries, changes may also be introduced with retroactive effect. Any of the above could also lead to increased regulatory supervision, affect Hannover Re Group's ability to attract and retain customers, impair access to the capital markets, imply higher capital requirements and capital costs or have other adverse effects on the Hannover Re Group in ways that are not predictable. As an example, the Hannover Re Group and its legal entities in the EU face the risk that the regulator withdraws the approval to use an internal capital model due to non-compliance with regulatory standards. As a consequence, the Hannover Re Group and its legal entities in the EU would have a disadvantage compared to peers allowed to use an internal model and, could face higher financing costs for issuing additional instruments eligible as own funds which may consequently negatively affect the financial condition and net income of the Hannover Re Group.

In addition, laws and regulations could change which could directly or indirectly affect Hannover Re's ability to write new business or continue to service existing business in particular markets. This market access risk can arise from foreseen or unforeseen changes in licensing, prudential, conduct, data protection, taxation or other legal or regulatory requirements. This could result in competitive disadvantages for Hannover Re in such markets, and in extremis to a blanket exclusion therefrom.

Business process and data quality risk

Business process risks are associated with the risk of deficient or flawed internal processes, which can arise as a consequence of an inadequate process organization. Inadequate processes can lead to inefficiencies and cause delays in operations or incapability to produce required results. Accurate and credible data is a critical success factor. Wrong or flawed data can lead to incorrect accounts and statements. Furthermore, analysis and projections for pricing, reporting and steering purposes can be distorted by incorrect data. Data quality plays also a critical role for insurance companies using internal models. It cannot be completely ensured that all data received, stored or produced in a complex organization is accurate.

Inadequate processes and inaccurate data can have a negative impact on costs and earnings of Hannover Re Group and could also negatively affect its reputation.

Tax risk

The respective tax laws in the various countries in which Hannover Re and its group companies operate are constantly changing. The tax burden of the Hannover Re Group is dependent on various aspects of tax laws as well as their application and interpretation. Tax laws can be changed retroactively, and their application/interpretation can be amended by the tax authorities and the courts. Such changes could increase the tax burden of the Hannover Re Group and could have a detrimental effect on the assets, financial position and net income of the Hannover Re Group.

In particular:

- Hannover Re Group could be adversely affected if Bermuda is included on an EU list of non-cooperative jurisdictions for tax purposes or if the effective 95% tax exemption on dividends received by subsidiaries that are based on Bermuda ceases to apply due to a change of German tax laws or as a possible consequence of Bermuda being included on an EU list of non-cooperative jurisdictions for tax purposes.
- Significant additional tax liabilities of the Hannover Re Group may arise from inaccurate estimates as to tax provisions, tax refund claims, tax reserves and deferred tax items. In addition, the (partial) non-recognition of technical reserves for tax purposes could lead to additional tax liabilities. Furthermore, changes in corporate tax rates might affect the value of deferred tax assets and liabilities.

- In the United States, the "Tax Cuts and Jobs Act" has significantly changed how in particular multinational enterprises are taxed. As part of this U.S. tax reform, the Base Erosion and Anti-Abuse Tax (the "**BEAT**"), which may prevent certain deductions of specified payments to a non-U.S. related person, as well as any future changes in its interpretation e. g. by the U.S. Internal Revenue Service ("**IRS**"), if any, may apply to the Hannover Re Group from 2018 onwards. The BEAT could significantly increase the U.S. tax liability of the Hannover Re Group. This could adversely impact the results of operation and the financial condition of the Hannover Re Group.
- The Hannover Re Group manages risk and capital by selectively retaining business in risk accumulation and aggregation points where diversification and risk management techniques can be used most efficiently. The aggregation points for the Group's North America Life business have traditionally been Ireland and Germany, but in light of Hannover Life Reassurance Company of America (Bermuda) Ltd. ("**HLRA Bermuda**")'s significant growth coupled with the U.S. tax reform, the Group has changed the jurisdiction of this aggregation point to Bermuda. The Hannover Re Group has increased the capitalization of HLRA Bermuda and has moved a significant portion of U.S. sourced inbound business to HLRA Bermuda in 2018. HLRA Bermuda has elected to be treated as a US corporation for tax purposes and is subject to corporate income tax in the United States. The movement of the business to HLRA Bermuda entails an inherent transfer pricing risk which might result in additional tax liabilities for the Hannover Re Group.
- Internal restructurings within the Hannover Re Group can subject Hannover Re to unanticipated tax problems. Tax authorities and/or tax courts could classify certain restructuring measures in a manner which results in additional tax liabilities or the loss of other tax benefits for the Hannover Re Group.
- The European Union adopted Council Directive (EU) 2016/1164 laying down rules against tax avoidance practices that directly affect the functioning of the internal market (so called "**ATAD**") on 12 July 2016. The ATAD, as amended by Council Directive (EU) 2017/952 of 29 May 2017, provides for a minimum harmonization of the controlled foreign corporation ("**CFC**") rules of the EU member states. The German legislation to implement ATAD into national law came into effect on 1 July 2021, and has been generally applicable as of 1 January 2022. A key component of this law is the reform of German CFC rules. The reform of the CFC rules involves a change from a German domestic control concept to a shareholder-based approach, taking into account related parties. As of the date of this Prospectus, administrative guidance has not yet been issued on the new CFC rules and therefore uncertainties remain with respect to a number of issues regarding the application of the new CFC rules. The change of German CFC legislation might lead to additional tax liabilities for the Hannover Re Group.
- The OECD recently published detailed rules to assist in the implementation of a landmark reform to the international tax system, which will ensure multinational enterprises will be subject to a minimum 15% tax rate. The GloBE ("**Global Anti-Base Erosion**") rules provide for a coordinated system of taxation intended to ensure large multinational enterprise groups pay this minimum level of tax on income arising in each of the jurisdictions in which they operate. The rules create a "top-up tax" to be applied on profits in any jurisdiction whenever the effective tax rate, determined on a jurisdictional basis, is below the minimum 15% rate. This legal change could, if enacted, could increase the tax obligations in countries where the Hannover Re Group does business.

Fraud risk

Fraud risks refer to the risk of intentional violations of laws or rules from own employees (internal fraud) and/or from third parties (external fraud), in order to gain an advantage.

The Hannover Re Group is exposed to risk of misconduct and fraud, including policy (i.e. application-related) fraud and claims fraud arising from a variety of sources including employees, suppliers, intermediaries, customers and other third parties.

The Hannover Re Group has in place controls aimed to ensure that risk selection is within the Group's risk appetite and that risk assumption adheres to the Group's pricing and reserving guidelines. Notwithstanding these controls, errors or misconduct by employees or agents may lead to losses, including direct financial loss and losses relating to redirecting payments, making false payments, or falsifying data to improve employee performance statistics. These may arise from,

among other things, dealings with brokers, fraud, errors, failure to document transactions properly, failure to obtain proper internal approval, or failure to comply with internal guidelines and/or regulatory requirements. It is not always possible for the Hannover Re Group to deter or prevent employee or agent misconduct and the precautions taken to prevent and detect this activity have not been and may not be in the future completely effective in all cases.

The Hannover Re Group is also at risk from customers who misrepresent or fail to provide full disclosure in relation to the risk against which they are seeking cover before such cover is purchased, and from customers who fabricate claims and/or inflate the value of their claims. It is also at risk from its employees failing to follow procedures designed to prevent fraudulent activity, as well as from its agents' fraudulent activity, such as falsifying policies or failing to remit premiums collected from customers on behalf of the Hannover Re Group. Additionally, attempts at fraud are becoming more sophisticated, including through the use of technology. High-profile cyber-attack cases on financial firms in recent years have highlighted that criminal activity in this space remains a risk for firms such as Hannover Re. A failure to combat the risks of fraud effectively could adversely affect the profits of the Hannover Re Group as claims incidence and average pay-outs could increase.

Other Risks

Other risks include (i) liquidity risk, (ii) sustainability risks and (iii) risks related to changes in accounting standards.

Liquidity risk

The liquidity risk refers to the risk of Hannover Re Group being unable to meet its financial obligations when they become due. The liquidity risk consists of the refinancing risk (necessary cash could not be obtained or could only be obtained at increased costs) and the market liquidity risk (financial market transactions could only be completed at a poorer price than expected due to a lack of market liquidity). Core elements of the liquidity management of the investments of Hannover Re Group are, in the first place, management of the maturity structure of its investments on the basis of the planned payment profiles arising out of Hannover Re Group's technical liabilities and, secondly, regular liquidity planning as well as the asset structure of the investments. Geopolitical and economical developments may sharpen Hannover Re Group's liquidity risk in respect of the reinsurance as well as the investment side. Above and beyond the foreseeable payments, unexpected and exceptionally large payments may pose a threat to liquidity. An incorrect usage of the above processes and instruments could have a detrimental effect on the assets, financial position and net income of the Hannover Re Group.

Sustainability risks

Sustainability risks can superordinately affect all areas of Hannover Re Group's risk landscape, including the risks described above, in connection with environmental, social and governance ("**ESG**") issues. This embraces a significant physical, transitional and litigation risk to the Hannover Re Group's business, assets and financial position and performance in general. Examples include – among many others – the implications for property and casualty insurance of potentially more widespread natural disasters due to climate change, the decline in value of certain investments in conjunction with the changeover to a world free of greenhouse gas emissions in the future, or liability payments for environmental damage suffered by policyholders. Sustainability risks can therefore have a detrimental effect on the assets, financial position and net income of the Hannover Re Group.

Risks related to changes in accounting standards

Changes to EU endorsed International Financial Reporting Standards ("**IFRS**") for (re)insurance companies have been proposed in recent years and further changes may be proposed in the future.

In June 2020, the International Accounting Standards Board (the "**IASB**") published final amendments to IFRS 17 'Insurance Contracts' with an effective date of 1 January 2023. The exemption from initial application of IFRS 9 "Financial Instruments" granted to insurance and reinsurance entities has been extended until 1 January 2023, thereby continuing to facilitate first-time application of both standards at the same time.

IFRS 17 and IFRS 9 are intended to increase transparency, consistency and comparability in the reporting of new and existing business by (re)insurers, with clearer reporting on sources of profits and quality of earnings. The new standard changes the reported value of insurance and reinsurance contracts in the balance sheet and recognition of revenue in the profit or loss.

Given the current stage of the Group's implementation of IFRS 17 and IFRS 9 together with developing industry practice and interpretation of the same, there is uncertainty as to what the impact of implementing these standards will be in the Hannover Re Group's profit or losses and balance sheet. Consequently, changes in IFRS 17 and IFRS 9 could have an adverse effect on the Hannover Re Group's financial performance and condition (including through changes affecting the calculation of Shareholder's equity or taxation). These and any other changes to IFRS, to the extent applicable, that may be proposed in the future, whether or not specifically targeted at (re)insurance companies, could have a material adverse effect on the Hannover Re Group's business, prospects, financial condition or net income.

Risks relating to the Bonds

Risks resulting from the Bonds representing regulatory capital (own funds)

The Bonds are structured to meet the criteria to qualify as Tier 2 regulatory capital under Solvency II. The Terms and Conditions are drafted accordingly, implying various risks for investors. Risks resulting from the Bonds representing regulatory capital (own funds) include (i) risks resulting from the subordination of the Bonds, (ii) risks related to a solvency induced deferral of redemption, (iii) risks related to deferral of interest payments and restrictions on payment of Arrears of Interest, (iv) risks in connection with the adoption of a recovery and resolution regime for insurers and reinsurers, (v) risks related to a restrictions on right to set-off and (vi) the risk that Bondholders may have to return amounts received otherwise than pursuant to the Terms and Conditions.

Risks resulting from the subordination of the Bonds

The obligations under the Bonds constitute unsecured obligations of the Issuer ranking *pari passu* among themselves.

The terms of the Bonds provide that the obligations of the Issuer under the Bonds rank subordinated to all of the Issuer's (i) unsubordinated obligations, (ii) subordinated obligations pursuant to § 39(1) of the German Insolvency Code (*Insolvenzordnung*), (iii) subordinated obligations ranking at least *pari passu* with the Issuer's obligations subordinated by operation of law pursuant to § 39(1) of the German Insolvency Code and (iv) subordinated obligations required to be preferred by mandatory provisions of law.

In the event of the dissolution, liquidation, insolvency or any proceeding to avoid insolvency of the Issuer, the obligations of the Issuer under the Bonds will be fully subordinated to all claims against the Issuer which pursuant to the Terms and Conditions are expressed to, or by operation of law, rank senior to the obligations of the Issuer under the Bonds. In any such event, payments will not be made under the Bonds until all claims ranking senior to the obligations of the Issuer under the Bonds have been satisfied in full.

The holders of the Bonds (the "**Bondholders**" and each a "**Bondholder**") must be aware that, in the circumstances described above, (i) the Issuer will make payments in respect of the Bonds only in accordance with the subordination described above, and (ii) the rights of the Bondholders under the Bonds will be subject to the provisions of insolvency laws applicable to the Issuer from time to time. In a liquidation, dissolution, insolvency, composition or other proceeding for the avoidance of insolvency of, or against, the Issuer, it is very likely that the Bondholders may recover proportionately less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all.

In addition to other limitations on the payment of interest, Arrears of Interest and principal (also see "*Risks related to the nature of the Bonds as long-term securities including the risk of a delay of redemption*" and "*Risks related to deferral of interest payments and restrictions on payment of Arrears of Interest*" below), the Terms and Conditions provide for a pre-insolvency payment prohibition. This means that prior to the commencement of any insolvency or liquidation proceedings, the Bondholders will not have any due (*fällig*) claim for the relevant scheduled payment of interest, payment of Arrears of Interest or the redemption of the Bonds if any reason for the opening of insolvency proceedings in respect

of the Issuer in accordance with the applicable insolvency regulations exists or if the payment of the relevant amount would itself cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent. These payment conditions constitute a prohibition on payment meaning that any payments on the Bonds may only be made by the Issuer if it is made in accordance with the aforementioned conditions. Such a prohibition on payment may be in effect for an indefinite period of time and even permanently. Any payment made in breach of this prohibition must be repaid to the Issuer irrespective of any agreement to the contrary.

Risks related to a solvency induced deferral of redemption

Any redemption of the Bonds is subject to the Conditions to Redemption and Repurchase (as defined and described in the Terms and Conditions) being fulfilled. In particular, the Issuer will not redeem the Bonds if such redemption (a) would result in, or would accelerate, an insolvency event relating to the Issuer, (b) would occur at a time when insolvency or liquidation proceedings against certain regulated subsidiaries of the Issuer are commenced or ongoing, (c) would result in the breach of regulatory capital ratios applicable to the Issuer, the Hannover Re Group or of the group comprised of HDI-Haftpflichtverband der Deutschen Industrie V.a.G. as the ultimate parent company of the Issuer (the "**Ultimate Parent Company**") and any company consolidated by the Ultimate Parent Company under the Applicable Supervisory Regulations for group solvency purposes (the "**Ultimate Parent's Group**") or (d) has not been approved by the competent authority.

The Conditions to Redemption and Repurchase must be met for any redemption of the Bonds (i) at the option the Issuer or following certain events (see "*Risks associated with the terms of the Bonds - Risks related to a possible early redemption of the Bonds*") prior to 26 August 2043 (the "**Scheduled Maturity Date**") or (ii) on the Scheduled Maturity Date. If the Conditions to Redemption and Repurchase are not met, in particular on the Scheduled Maturity Date, the redemption may be delayed for an indefinite period of time and Bondholders have no right to require the redemption of the Bonds and may receive the amounts due upon redemption at a much later point in time than initially expected. A reduction in eligible own funds and/or an increase in capital requirements (for example, due to the materialization of any of the "*Risk factors relating to the Issuer and the Hannover Re Group*" as described above) may lead to a situation where the Conditions to Redemption and Repurchase are not met, or increase the risk of such conditions not being met.

Risks related to deferral of interest payments and restrictions on payment of Arrears of Interest

The Terms and Conditions restrict or prohibit the Issuer from making interest payments on the Bonds under certain conditions. Compulsory deferral of interest payments will occur if a compulsory deferral event has occurred (for example, if a corresponding payment would result in, or accelerate, the occurrence of an insolvency event, if the competent supervisory authority prohibited payments under the Bonds or if either a Solvency Capital Event (as defined below) that has occurred on or prior to such date is continuing on such date or the relevant payment would result in, or accelerate, the occurrence of a Solvency Capital Event, unless the conditions under the applicable supervisory regulations for the exceptional permission of the payment of the relevant interest and/or arrears of interest are fulfilled on the relevant date). If such a compulsory deferral event has occurred and is continuing on the relevant interest payment date, interest which accrued during the period ending on but excluding such interest payment date will not be due and payable (*fällig*) on that interest payment date. Any such non-payment of accrued interest will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

A "**Solvency Capital Event**" will have occurred if any of the following events has occurred:

- (i) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Applicable Supervisory Regulations (as defined in the Terms and Conditions)) of the Issuer is not sufficient to cover the applicable Solo SCR (as defined in the Terms and Conditions) or the applicable Solo MCR (as defined in the Terms and Conditions) of the Issuer; and/or
- (ii) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Applicable Supervisory Regulations) of the Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes) is not sufficient to cover the applicable Group SCR (as defined in the Terms and Conditions) of the Hannover Re Group or the applicable Group MCR (as defined in the Terms and Conditions) for the Hannover Re Group; and/or

(iii) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Applicable Supervisory Regulations) of the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes) is not sufficient to cover the applicable Group SCR of the Ultimate Parent's Group or the applicable Group MCR for the Ultimate Parent's Group.

The Issuer may elect in its sole discretion to defer the payment of interest in whole or in part by giving not less than 10 and not more than 15 Business Days' prior notice to the Bondholders. If the Issuer elects to defer, or to only pay partially, accrued interest on an optional interest payment date, then it will not have any obligation to pay accrued interest or will only be obliged to pay such part of the accrued interest it elects to pay, respectively, on such optional interest payment date. Any such non-payment or only partial payment of accrued interest will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

Interest deferred by the Issuer on a mandatory or optional basis will constitute arrears of interest, with no certainty for Bondholders as to when these arrears of interest will be paid. The Issuer will only be entitled to pay arrears of interest if certain conditions, as further described in the Terms and Conditions, are fulfilled. If on the date on which the optional settlement or mandatory settlement of arrears of interest was scheduled to be made a compulsory deferral event has occurred and is continuing, such arrears of interest will not become due and payable (*fällig*) on such date but will remain outstanding and will continue to be treated as arrears of interest. Such arrears of interest will become due only if the requirements for the optional settlement are fulfilled again (which requires a new election and notice by the Issuer), or if a mandatory settlement date occurs.

Even if an event that would otherwise result in a mandatory payment of arrears of interest (as further described in the Terms and Conditions) occurs, the Issuer is prohibited to pay such arrears of interest in case a compulsory deferral event occurs. Furthermore, arrears of interest will not bear interest and Bondholders will also not receive any other form of compensation in case of deferral.

Risks in connection with the adoption of a recovery and resolution regime for insurers and reinsurers

According to the Draft IRRD, the Insurance Recovery and Resolution Directive will provide authorities with comprehensive and effective intervention powers of national resolution authorities to prepare for and deal with (near) failures of (re)insurers at national level and cooperation arrangements to tackle cross-border (re)insurance failures. To this end, the resolution authorities are proposed to be provided with necessary powers to apply the resolution tools (as defined in the Draft IRRD) to undertakings that meet the applicable conditions for resolution.

One of the resolution tools proposed in the Draft IRRD is the power to write down or convert capital instruments and eligible liabilities, on which basis the competent resolution authority may write down, or (with the exception of shares) convert into shares, Tier 1, Tier 2 and Tier 3 instruments and other eligible liabilities issued or borrowed by an undertaking (which may include bonds issued by the undertaking such as the Bonds issued by the Issuer) if the undertaking is failing or likely to fail and certain other conditions are met, or if the conditions for group resolution are met.

The Draft IRRD foresees that in certain circumstances the resolution authority shall exercise the power to write down or convert capital instruments and eligible liabilities as a prioritized tool, individually or in combination with another resolution tool.

Normal insolvency proceedings will remain the alternative path for the whole or parts of a (re)insurer that cannot be resolved, and the Draft IRRD provides for a no creditor worse off principle, the exact extent of which remains to be determined.

It is not yet possible to assess the full impact of the Draft IRRD or any corresponding implementing German legislation.

Should the Draft IRRD or similar provisions enter into force and be implemented into German law, they may, despite the no creditor worse off principle being applicable, severely affect the rights of the Bondholders and may result in the loss of their entire investment in the event of resolution of the Issuer. Any perceptions in the market that these provisions may become applicable to the Issuer may reduce the market value of the Bonds even before the Issuer has actually reached the point of non-viability or resolution.

Please also refer to the risk factor "*Risks relating to the Issuer and the Hannover Re Group - Operational Risks - Compliance and regulatory change risk*" above.

Risks related to a restrictions on right to set-off

No Bondholder may set off any claims arising under the Bonds against any claims that the Issuer may have against it or refuse to perform any of the Bondholder's obligations towards the Issuer. The Issuer may not set off any claims it may have against any Bondholder against any of its obligations under the Bonds.

Risk that Bondholders may have to return amounts received otherwise than pursuant to the Terms and Conditions

The payment conditions constitute a prohibition on payment, meaning that any payments on the Bonds may only be made by the Issuer if it is made in accordance with the aforementioned conditions. Such a prohibition on payment may be in effect for an indefinite period of time and even permanently. Any payment made in breach of this prohibition must be repaid to the Issuer irrespective of any agreement to the contrary.

Risks associated with the terms of the Bonds

Risks associated with the terms of the Bonds include (i) risks related to the long term nature of the Bonds including a risk of redemption only after the Scheduled Maturity Date, (ii) risks related to a possible early redemption of the Bonds, (iii) risks related to the fixed rate interest rate applicable until the First Reset Date, (iv) risks related to the floating rate interest applicable from the First Reset Date, (v) risks related to interest rate benchmarks and (vi) risks in connection with the application of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*, "**SchVG**").

Risks related to the long term nature of the Bonds including a risk of redemption only after the Scheduled Maturity Date

Notwithstanding the risk of an early redemption described below (see "*Risks related to a possible early redemption of the Bonds*"), the Bonds are not expected to be redeemed prior to the first optional redemption date on 26 February 2033 (the "**First Optional Redemption Date**"). In addition, the Issuer is under no obligation to make use of its option to call the Bonds on the First Optional Redemption Date or thereafter. Moreover, the Issuer will be prohibited to redeem the Bonds at any time if the Conditions to Redemption and Repurchase as further described in "*Risks resulting from the Bonds representing regulatory capital (own funds) - Risks related to a solvency induced deferral of redemption*" are not met.

Unless the Bonds are redeemed earlier, the Bonds are scheduled to be redeemed at par on the Scheduled Maturity Date, provided that on such date the Conditions to Redemption and Repurchase are met. If the Conditions to Redemption and Repurchase are not met on the Scheduled Maturity Date, redemption may be delayed for an indefinite period of time and Bondholders may receive the amounts due upon redemption at a much later point in time than initially expected.

In addition, Bondholders should be aware that the Terms and Conditions do not contain any event of default provisions that would allow Bondholders to accelerate the Bonds on the occurrence of an event of default.

Application has been made to the Luxembourg Stock Exchange for the Bonds to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List. However, there is a risk that no liquid secondary market for the Bonds will develop or, if it does develop, that it will not continue. The fact that the Bonds will be listed does not necessarily lead to greater liquidity as compared to unlisted bonds. The liquidity of the Bonds may also be subject to fluctuations during the term of the Bonds. Investors should be aware that they will typically be required to pay accrued interest when buying the Bonds in the secondary market. However, if the payment of interest on the immediately following interest payment date is deferred (in whole or in part), investors will not be entitled to that interest payment on the relevant interest payment date. This may affect the ability to sell the Bonds in the secondary market and as a result the value of the investment in the Bonds.

In an illiquid market, an investor is subject to the risk that he will not be able to sell its Bonds at any time at fair market prices.

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

Risks related to a possible early redemption of the Bonds

The Issuer may redeem the Bonds (in whole but not in part) at its option upon giving a notice of redemption in accordance with the Terms and Conditions and subject to the Conditions to Redemption and Repurchase being fulfilled, at par plus accrued interest (as further described in the Terms and Conditions) with effect as of each Optional Redemption Date.

The right of redemption at the option of the Issuer may affect the market value of the Bonds. During any period when the Issuer may, or may be perceived to be able to, elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. Certain market expectations may exist among investors in the Bonds with regard to the Issuer making use of its option to call the Bonds for redemption prior to their scheduled maturity. Should the Issuer's actions diverge from such expectations, or should the Issuer be prevented from meeting these expectations, the market value of the Bonds may be adversely affected.

In addition, the Issuer may prior to 26 February 2033 also redeem the Bonds at its option upon giving a notice of redemption in accordance with the Terms and Conditions and subject to the Conditions to Redemption and Repurchase being fulfilled, at any time at par plus accrued interest (as further described in the Terms and Conditions):

- (i) if, as a result of any future change in, or amendment or clarification to, the laws, regulations or other rules and as further described in the Terms and Conditions, (x) the Issuer has or will become obliged to pay Additional Amounts, or (y) interest expense in respect of the Bonds is no longer, or will no longer be, fully deductible by the Issuer for income tax purposes, and in each case this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate; or
- (ii) if, as further described in the Terms and Conditions, the Issuer must not or must no longer record the obligations under the Bonds as liabilities on the balance sheet in the Issuer's annual consolidated financial statements prepared in accordance with the Applicable Accounting Standards and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems appropriate; or
- (iii) if there is a change in the regulatory classification of the Bonds which would be likely to result, in whole or in part, in their (A) exclusion from own funds or (B) reclassification as a lower tier of own funds for purposes of the determination of (i) the solvency of the Issuer on an individual basis; and/or (ii) the group solvency of the Hannover Re Group (including the capital adequacy of internationally active insurance groups (IAIG)) (if and to the extent it is subject to supervision for group solvency purposes); and/or (iii) the group solvency of the Ultimate Parent's Group (including the capital adequacy of internationally active insurance groups (IAIG)) (if and to the extent it is subject to supervision for group solvency purposes), pursuant to the Applicable Supervisory Regulations, except where this is merely the result of exceeding any applicable limits on the inclusion of the Bonds in the Tier 2 capital of the Issuer, of the Hannover Re Group and/or of the Ultimate Parent's Group pursuant to the Applicable Supervisory Regulations. For the purposes of such determination it suffices that the Issuer has received a corresponding communication from the Competent Supervisory Authority; or
- (iv) if as a consequence of a change in, or clarification to, the rating methodology (or the interpretation thereof) S&P Global Ratings Europe Limited or A.M. Best (EU) Rating Services B.V. or any respective successor, which change or clarification becomes effective on or after the date of issue of the Bonds, the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Hannover Re Group worsens in the reasonable opinion of the Issuer, as compared to the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Hannover Re Group assigned at or around the date of issue of the Bonds; or
- (v) if at any time the Issuer or any subsidiary of the Issuer has purchased Bonds equal to or more than 75 per cent. of the aggregate principal amount of the Bonds initially issued and the aggregate principal amount of the Bonds is reduced by at least this percentage in the global bond accordingly.

If the Bonds are redeemed prior to 26 February 2033, a Bondholder is exposed to the risk that due to the early redemption his investment will have a lower than expected yield and to the risks connected with any reinvestment of the cash proceeds received as a result of the early redemption. Such cash proceeds may be lower than the then prevailing market price of the Bonds.

Risks related to the fixed rate interest applicable until the First Reset Date

The Bonds bear interest at a fixed rate from and including the Issue Date to but excluding the First Reset Date.

During that time, Bondholders are exposed to the risk that the price of such Bonds may fall because of changes in the market yield. While the nominal interest rate (i.e. the coupon) of the Bonds is fixed until, but excluding, the First Reset Date, the market yield typically changes on a daily basis. As the market yield changes, the price of the Bonds typically changes in the opposite direction. If the market yield increases, the price of the Bonds typically falls. If the market yield falls, the price of the Bonds typically increases. Bondholders should be aware that movements of the market yield can adversely affect the price of the Bonds and can lead to losses for the Bondholders.

Bondholders should also be aware that the market yield has two components, namely the risk-free rate and the credit spread. The credit spread is reflective of the yield that investors require in addition to the yield on a credit risk-free investment of approximately equal tenor as a compensation for the risks inherent in the Bonds. The credit spread changes over time and can decrease as well as increase for a large number of different reasons. The market yield of the Bonds can change due to changes of the credit spread, the risk-free rate, or both.

Risks related to the floating rate interest applicable from the First Reset Date

If the Bonds are not called during the period from and including 26 February 2033 to and including the First Reset Date, the Bonds will bear interest at a floating rate from (and including) the First Reset Date until (but excluding) the Final Maturity Date.

The floating rate applicable to the Bonds from (and including) the First Reset Date is based on two components, namely a Reference Rate, which will be, subject to the occurrence of a Benchmark Event, the Euro Interbank Offered Rate for three-month Euro deposits ("**EURIBOR**") and a margin (the "**Margin**"), the sum of them subject to a minimum for the applicable floating rate of 0.00 per cent. *per annum*. The floating rate interest is payable quarterly, and the applicable rate will be determined immediately prior to any Floating Interest Period based on the then prevailing 3-month EURIBOR rate. The Margin was fixed prior to the issue date of the Bonds and will apply to any Floating Interest Period.

For risks related to a possible replacement of the benchmark used as the Reference Rate please refer also to "*Interest rate benchmark risks*" below.

Bondholders should be aware that the floating rate interest income is subject to changes to the 3-month EURIBOR and therefore cannot be anticipated. Hence, Bondholders are not able to determine a definite yield to maturity of the Bonds following the First Reset Date at the time they purchase them, so that their return on investment cannot be compared with that of investments in fixed rate instruments (i.e. instruments with a coupon that is fixed until maturity).

Because the Margin is fixed prior to the issuance of the Bonds, Bondholders are moreover subject to the risk that the Margin does not reflect the market spread that investors require in addition to 3-month EURIBOR as a compensation for the risks inherent in the Bonds.

Furthermore, during each Floating Interest Period, it cannot be ruled out that the price of the Bonds may fall as a result of changes in the current interest rate on the capital market (market interest rate), as the market interest rate fluctuates. During each of these periods, the investor is exposed to the same risk as described under "*Risks related to the fixed rate interest applicable until the First Reset Date*" above.

Interest rate benchmark risks

Reference rates and indices, including interest rate benchmarks which are used to determine the interest amounts payable under financial instruments or the value of such financial instruments ("**benchmarks**"), such as the EURIBOR, have, in

recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing benchmarks, with further changes anticipated.

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

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

Following the First Reset Date, interest amounts payable under the Bonds are calculated by reference to a Reference Rate, designated to be the three-month EURIBOR. However, should a Benchmark Event (as defined in the Terms and Conditions, such as, for example, a discontinuation of the EURIBOR) occur, certain benchmark replacement provisions ("fall-back provisions") will apply to the Bonds:

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

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

(iii) if the Issuer fails to appoint an independent adviser or if the adviser fails to determine a New Benchmark Rate following a Benchmark Event, the Reference Rate applicable to the immediately following reset period shall be the original benchmark rate determined on the last Interest Determination Date immediately preceding the relevant Effective Date, provided, however, that, in case of the first Floating Interest Period, the Reference Rate shall be 3.116 per cent. *per annum*.

Any adjustment following a Benchmark Event as described above will only be made if no Regulatory Event would occur as a result of such adjustment.

Any replacement of the benchmark used as Reference Rate could have adverse effects on the economic return of the Bondholders following the First Reset Rate compared to the original benchmark rate.

Risks in connection with the application of the German Act on Issues of Debt Securities

Because the Terms and Conditions provide for meetings of Bondholders or the taking of votes without a meeting, the Terms and Conditions may be amended by majority resolution of the Bondholders and a Bondholder is subject to the risk of being outvoted by a majority resolution of the Bondholders. The rules pertaining to resolutions of Bondholders are set out in the SchVG and are largely mandatory. Pursuant to the SchVG the relevant majority for Bondholders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the Bonds outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Bonds outstanding. As such a majority resolution is binding on all Bondholders, certain rights of a Bondholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled, which could have significant negative effects on the value of the Bonds and on the return from the Bonds.

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

Risks associated with the ability of the Issuer to make payments when due

Risks associated with the ability of the Issuer to make payments when due include (i) the risk that an investor in the Bonds will lose all or some of its investment should the Issuer become insolvent and (ii) the risk that the market value of the Bonds could decrease if the creditworthiness of the Hannover Re Group worsens.

Risk that an investor in the Bonds will lose all or some of its investment should the Issuer become insolvent.

Any person who purchases the Bonds is relying on the creditworthiness of the Issuer and has no rights against any other person.

Bondholders 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 Bonds. A materialization of the credit risk (for example, due to the materialisation of any of the "*Risks relating to the Issuer and the Hannover Re Group*" as described above) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Bonds. This risk is aggravated by the fact that the Bonds are unsecured and subordinated (see above, "*Risks associated with the characteristics of the Bonds - Risk related to subordination*") and could result in a partial or total loss of the investor's investment in the Bonds.

Risk that the market value of the Bonds could decrease if the creditworthiness of the Hannover Re Group worsens

If the likelihood decreases that the Issuer will be in a position to fully perform all obligations under the Bonds when they fall due, for example, because of the materialisation of any of the risks regarding the Hannover Re Group or the Issuer, the market value of the Bonds will fall. The market price of the Bonds may also be negatively impacted if the Issuer is perceived to be likely to defer or has to defer payments of interest. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Bonds when they fall due actually has not decreased, market participants could nevertheless have a different perception.

Furthermore, the market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Hannover Re Group could adversely change.

If any of these risks materialises, third parties would only be willing to purchase Bonds for a lower price than the price which prevailed before such risk materialised. Under these circumstances, the market value of the Bonds is likely to decrease.

TERMS AND CONDITIONS OF THE BONDS

Anleihebedingungen

Diese Anleihebedingungen (die "Anleihebedingungen") sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

§ 1

Bestimmte Definitionen

In diesen Anleihebedingungen haben die folgenden Begriffe die ihnen nachfolgend zugewiesenen Bedeutungen:

Eine "**Angemessene Überdeckung**" liegt vor, wenn

- (i) die anwendbare Solo-SCR der Emittentin unter Berücksichtigung der Solvabilität der Emittentin, einschließlich des mittelfristigen Kapitalmanagementplans der Emittentin; und
- (ii) die anwendbare Gruppen-SCR der Hannover Rück-Gruppe unter Berücksichtigung der Solvabilität der Hannover Rück-Gruppe einschließlich des mittelfristigen Kapitalmanagementplans der Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird); und
- (iii) die anwendbare Gruppen-SCR der Gruppe der Obersten Muttergesellschaft unter Berücksichtigung der Solvabilität der Gruppe der Obersten Muttergesellschaft, einschließlich des mittelfristigen Kapitalmanagementplans der Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird),

auch nach der Rückzahlung der Schuldverschreibungen zuzüglich einer angemessenen Sicherheitsmarge bedeckt sind.

"**Anleihegläubiger**" hat die in § 2(4) festgelegte Bedeutung.

"**Anwendbare Aufsichtsrechtliche Vorschriften**" bezeichnet die jeweils geltenden Vorschriften des Versicherungsaufsichtsrechts (einschließlich der Solvency II Richtlinie und der Delegierten Verordnung) und darauf bezogene Regelungen und Verordnungen (einschließlich der Verwaltungspraxis und sonstiger Beschlüsse oder Entscheidungen der Zuständigen Aufsichtsbehörde, einschlägiger Gerichtsentscheidungen und etwaiger Übergangsbestimmungen), die in dem betreffenden

Terms and Conditions of the Bonds

These terms and conditions of the Bonds (the "Terms and Conditions") are written in the German language and provided with an English language translation. The German text will be the only legally binding version. The English language translation is provided for convenience only.

§ 1

Certain Definitions

In these Terms and Conditions, the following terms will have the following meanings:

An "**Appropriate Margin**" exists if:

- (i) the applicable Solo SCR of the Issuer taking into account the solvency position of the Issuer, including the Issuer's medium-term capital management plan; and
- (ii) the applicable Group SCR of the Hannover Re Group taking into account the solvency position of the Hannover Re Group, including the Hannover Re Group's medium-term capital management plan (if and to the extent it is subject to supervision for group solvency purposes); and
- (iii) the applicable Group SCR of the Ultimate Parent's Group taking into account the solvency position of the Ultimate Parent's Group, including the Ultimate Parent's Group's medium-term capital management plan (if and to the extent it is subject to supervision for group solvency purposes),

even after the redemption of the Bonds, will be exceeded by an appropriate margin.

"**Bondholder**" has the meaning set out in § 2(4).

"**Applicable Supervisory Regulations**" means the applicable provisions of insurance supervisory laws (including the Solvency II Directive and the Delegated Regulation) and any rules and regulations thereunder (including the administrative practice and any other actions or decisions of the Competent Supervisory Authority, any applicable decision of a court and any transitional provisions) which are applicable, at the relevant time, to the solvency of the Issuer on an individual basis, for group solvency of the

Zeitpunkt hinsichtlich der Solvabilität der Emittentin auf individueller Ebene, der Gruppen-Solvabilität der Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) und der Gruppen-Solvabilität der Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) anwendbar sind. Dies erfasst auch die Regelungen und Verordnungen hinsichtlich der Gruppensolvabilität sowie der Kapitaladäquanz von international aktiven Versicherungsgruppen (*internationally active insurance groups* – IAIG).

"Anwendbare Insolvenzrechtliche Vorschriften" bezeichnet die maßgeblichen Vorschriften zur Regelung öffentlicher und/oder privater Verfahren, die der Abwicklung und/oder Sanierung der Emittentin dienen (einschließlich der insolvenzrechtlichen Vorschriften), und der weiteren, darauf bezogenen Regelungen und Verordnungen sowie Beschlüsse und sonstige Entscheidungen einer für die Abwicklung und/oder Sanierung zuständigen Behörde und sonstige Vorschriften (einschließlich der Verwaltungspraxis dieser Behörden und einschlägiger Gerichtspraxis und Gerichtsentscheidungen), die jeweils in Bezug auf die Emittentin anwendbar sind.

"Anwendbare Rechnungslegungsvorschriften" bezeichnet die International Financial Reporting Standards (IFRS) oder andere allgemein anerkannte Rechnungslegungsgrundsätze, die diese in Zukunft ersetzen, wie sie von der Emittentin zu den jeweiligen Bilanzstichtagen und für die jeweiligen Rechnungslegungsperioden jeweils für die Erstellung ihres Konzernabschlusses angewendet werden.

Ein **"Aufsichtsrechtliches Ereignis"** tritt ein, wenn es eine Änderung bei der aufsichtsrechtlichen Einstufung der Schuldverschreibungen gibt, die wahrscheinlich (A) zu deren vollständigen oder teilweisen Ausschluss aus den Eigenmitteln oder (B) zu deren vollständigen oder teilweisen Neueinstufung in eine niedrigere Kategorie von Eigenmitteln für Zwecke der Ermittlung

- (i) der Solvabilität der Emittentin auf individueller Ebene; und/oder
- (ii) der Gruppensolvabilität der Hannover Rück-Gruppe (einschließlich der Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG)) (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird); und/oder
- (iii) der Gruppensolvabilität der Gruppe der Obersten Muttergesellschaft (einschließlich der

Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes) and the group solvency of the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes). These include the rules and regulations with respect to the group solvency and capital adequacy of internationally active insurance groups (IAIG).

"Applicable Insolvency Regulations" means the relevant provisions governing public and/or private proceedings for the resolution and/or reorganisation of the Issuer (including the insolvency laws) and any further rules and regulations thereunder and any orders or other decisions of any authority which is competent for the resolution and/or reorganisation, and any other provisions (including the administrative practice of such authorities and any pertinent court case law and court decisions) that are applicable to the Issuer from time to time.

"Applicable Accounting Standards" means, as applicable, the International Financial Reporting Standards (IFRS) or any other generally accepted accounting principles which subsequently supersede them, as applied by the Issuer at the relevant accounting dates and for the relevant accounting periods for purposes of drawing up its consolidated financial statements.

A **"Regulatory Event"** will occur if there is a change in the regulatory classification of the Bonds which would be likely to result, (A) in whole or in part, in their exclusion from own funds or (B) in whole or in part, in their reclassification as a lower tier of own funds for purposes of the determination of

- (i) the solvency of the Issuer on an individual basis; and/or
- (ii) the group solvency of the Hannover Re Group (including the capital adequacy of internationally active insurance groups (IAIG)) (if and to the extent it is subject to supervision for group solvency purposes); and/or
- (iii) the group solvency of the Ultimate Parent's Group (including the capital adequacy of internationally

Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG)) (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird)

gemäß den Anwendbaren Aufsichtsrechtlichen Vorschriften führen würde.

Dies schließt insbesondere den Fall ein, dass die Anwendbaren Aufsichtsrechtlichen Vorschriften hinsichtlich eigener Regeln für international tätige Versicherungsgruppen (IAIG) ergänzt oder geändert werden und, in der Folge dieser Ergänzung und/oder Änderung, die Schuldverschreibungen wahrscheinlich nicht (mehr) vollständig als Eigenmittelbestandteile im Tier 2 oder "*additional capital*" (jeweils unabhängig von der in den so geänderten oder erweiterten Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) der Emittentin, der Hannover Rück-Gruppe und/oder der Gruppe der Obersten Muttergesellschaft gemäß diesen Regeln angerechnet würden (einschließlich nach Ablauf etwaiger Übergangsbestimmungen).

Für die Feststellung des Vorliegens eines Aufsichtsrechtlichen Ereignisses genügt insbesondere eine entsprechende Mitteilung der Zuständigen Aufsichtsbehörde an die Emittentin.

Zur Klarstellung: Ein Überschreiten der nach Maßgabe der Anwendbaren Aufsichtsrechtlichen Vorschriften jeweils geltenden Anrechnungsobergrenzen für die Einbeziehung der Schuldverschreibungen in das Tier-2-Kapital der Emittentin, der Hannover Rück-Gruppe und/oder der Gruppe der Obersten Muttergesellschaft begründen kein Aufsichtsrechtliches Ereignis.

"**Berechnungsstelle**" hat die in § 9(1) festgelegte Bedeutung.

Ein "**Clean-Up-Ereignis**" tritt ein, wenn die Emittentin oder eine Tochtergesellschaft der Emittentin zu irgendeinem Zeitpunkt Schuldverschreibungen in einem Gesamtnennbetrag von 75 % oder mehr des ursprünglich begebenen Gesamtnennbetrages der Schuldverschreibungen erworben hat, und der Gesamtnennbetrag der Schuldverschreibungen in der Globalurkunde mindestens um diesen Prozentsatz reduziert wurde.

"**Clearingsystem**" bedeutet jeweils Folgendes: Clearstream Banking S.A., Luxemburg ("**CBL**") Euroclear Bank SA/NV, Brüssel ("**Euroclear**") (CBL und Euroclear jeweils ein internationaler Zentralverwahrer von Wertpapieren (international central securities depository) ("**ICSD**" und zusammen die "**ICSDs**")).

active insurance groups (IAIG)) (if and to the extent it is subject to supervision for group solvency purposes),

pursuant to the Applicable Supervisory Regulations.

This includes (without limitation) an event where the Applicable Supervisory Regulations are supplemented or amended in relation to provisions specifically governing internationally active insurance groups (IAIG) and where, following such supplement and/or amendment, the Bonds would likely not or no longer be recognised in full in the own-fund items in tier 2 or "*additional capital*" (in each case regardless of the terminology used by the Applicable Supervisory Requirements so amended or supplemented) of the Issuer, of the Hannover Re Group and/or of the Ultimate Parent's Group pursuant to such provisions, including after the expiration of transitional rules, if any.

For the purposes of the determination of the occurrence of a Regulatory Event, it suffices in particular if the Competent Supervisory Authority has made a communication to that effect to the Issuer.

For the avoidance of doubt, exceeding the applicable quantitative limits on the inclusion of the Bonds in the Tier 2 Capital of the Issuer, the Hannover Re Group and/or the Ultimate Parent's Group pursuant to the Applicable Supervisory Regulations does not constitute a Regulatory Event.

"**Calculation Agent**" has the meaning set out in § 9(1).

A "**Clean-Up Event**" will occur if at any time the Issuer or any subsidiary of the Issuer has purchased Bonds equal to or more than 75 per cent. of the aggregate principal amount of the Bonds initially issued and the aggregate principal amount of the Bonds is reduced by at least this percentage in the Global Bond accordingly.

"**Clearing System**" means each of Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV, Brussels ("**Euroclear**") (CBL and Euroclear each an international central securities depository ("**ICSD**" and together the "**ICSDs**")).

"Delegierte Verordnung" bezeichnet die Delegierte Verordnung (EU) 2015/35 der Kommission in der jeweils geltenden Fassung; soweit Bestimmungen der Delegierten Verordnung geändert oder ersetzt werden, bezieht sich der Verweis auf Bestimmungen der Delegierten Verordnung in diesen Anleihebedingungen auf die geänderten Bestimmungen bzw. die Nachfolgeregelungen.

"Depotbank" bezeichnet ein Bank- oder sonstiges Finanzinstitut, bei dem der Anleihegläubiger Schuldverschreibungen im Depot verwahren lässt und das ein Konto bei dem Clearingsystem hat, einschließlich des Clearingsystems.

"Emittentin" ist die Hannover Rück SE.

"Endfälligkeitstag" ist,

- (i) wenn an dem Vorgesehenen Endfälligkeitstag die Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6) erfüllt sind, der Vorgesehene Endfälligkeitstag;
- (ii) andernfalls der erste Variable Zinszahlungstag nach dem Vorgesehenen Endfälligkeitstag, an dem die Rückzahlungs- und Rückkaufbedingungen erfüllt sind.

Dabei bezeichnet **"Vorgesehener Endfälligkeitstag"** den Variablen Zinszahlungstag, der auf oder um den 26. August 2043 fällt.

"Erster Zinsanpassungstag" ist der 26. August 2033.

"Fakultativer Zinszahlungstag" bezeichnet jeden Zinszahlungstag, in Bezug auf den während der letzten sechs Monate vor dem betreffenden Zinszahlungstag kein Obligatorisches Zinszahlungsereignis eingetreten ist, und in Bezug auf den kein Pflichtaufschubereignis eingetreten ist und fortbesteht.

"Festgelegter Nennbetrag" hat die in § 2(1) festgelegte Bedeutung.

"Festzinsperiode" hat die in § 4(1)(b) festgelegte Bedeutung.

"Festzinszahlungstag" ist der 26. August eines jeden Jahres, erstmals am 26. August 2023 (kurze erste Zinsperiode).

"Freiwilliger Nachzahlungstag" hat die in § 4(5)(a) festgelegte Bedeutung.

"Geschäftstag" bezeichnet jeden Tag (außer einem Samstag oder Sonntag), (i) an dem das Clearingsystem geöffnet ist, um Zahlungen abzuwickeln, und (ii) der ein TARGET-Geschäftstag ist.

"Delegated Regulation" means Commission Delegated Regulation (EU) 2015/35, as amended; if provisions of the Delegated Regulation are amended or replaced, the reference to the provisions of the Delegated Regulation as used in these Terms and Conditions shall refer to such amended provisions or successor provisions from time to time.

"Custodian" means any bank or other financial institution with which the Bondholder maintains a securities account in respect of any Bonds and having an account maintained with the Clearing System, including the Clearing System.

"Issuer" means Hannover Rück SE.

"Final Maturity Date" means,

- (i) if, on the Scheduled Maturity Date, the Conditions to Redemption and Repurchase pursuant to § 5(6) are fulfilled, the Scheduled Maturity Date;
- (ii) otherwise the first Floating Interest Payment Date following the Scheduled Maturity Date on which the Conditions to Redemption and Repurchase are fulfilled.

Where **"Scheduled Maturity Date"** means the Floating Interest Payment Date falling on or around 26 August 2043.

"First Reset Date" means 26 August 2033.

"Optional Interest Payment Date" means each Interest Payment Date in respect of which no Compulsory Interest Payment Event occurred during the six months before the relevant Interest Payment Date, and in respect of which no Compulsory Deferral Event has occurred and is continuing.

"Principal Amount" has the meaning set out in § 2(1).

"Fixed Interest Period" has the meaning set out in § 4(1)(b).

"Fixed Interest Payment Date" means 26 August in each year commencing on 26 August 2023 (short first coupon).

"Optional Settlement Date" has the meaning set out in § 4(5)(a).

"Business Day" means each day which is a day (other than a Saturday or a Sunday) on which (i) the Clearing System is open to settle payments and (ii) which is a TARGET Business Day.

"**Globalurkunde**" hat die in § 2(2) festgelegte Bedeutung.

Ein "**Gross-Up-Ereignis**" tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Zahlstelle eine Kopie davon überlassen hat), aus dem hervorgeht, dass aufgrund einer Änderung oder Klarstellung von Gesetzen, Verordnungen oder sonstigen Vorschriften, oder aufgrund einer Änderung oder Klarstellung der Auslegung oder Anwendung, oder aufgrund einer erstmaligen Auslegung oder Anwendung dieser Gesetze, Verordnungen oder sonstigen Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht oder eine Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung von Entscheidungen eines Gerichts oder einer Behörde) die Emittentin verpflichtet ist oder verpflichtet sein wird, Zusätzliche Beträge gemäß § 7 auf die Schuldverschreibungen zu zahlen, wenn die Änderung oder Klarstellung an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tritt (einschließlich des Falles, dass die betreffende Änderung oder Klarstellung rückwirkend Anwendung findet), und die Emittentin diese Verpflichtung nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für zumutbar und angemessen hält.

"**Gruppe der Obersten Muttergesellschaft**" bezeichnet die aus der Obersten Muttergesellschaft der Emittentin und jeder von dieser gemäß den Anwendbaren Aufsichtsrechtlichen Vorschriften für Zwecke der Überwachung der Gruppensolvabilität konsolidierten Gesellschaft bestehende Versicherungsgruppe

"**Gruppen-MCR für die Hannover Rück-Gruppe**" bezeichnet (i) die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) geltende konsolidierte Mindestkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung); oder (ii) eine andere Kapitalanforderung, welche die Kapitalanforderung nach Ziffer (i) ersetzt, auf die in den Kriterien für die Anerkennung von Eigenmittelbestandteilen im Tier-2-Kapital der Hannover Rück-Gruppe Bezug genommen wird, und die jeweils für die Hannover Rück-Gruppe anwendbar ist.

"**Gruppen-MCR für die Gruppe der Obersten Muttergesellschaft**" bezeichnet (i) die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) geltende konsolidierte Mindestkapitalanforderung

"**Global Bond**" has the meaning set out in § 2(2).

A "**Gross-Up Event**" will occur if an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer has provided the Paying Agent with a copy thereof) stating that, as a result of any change in, or amendment or clarification to, the laws, regulations or other rules, or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change, amendment or clarification becomes effective on or after the date of issue of the Bonds (including in case any such change, amendment or clarification has retroactive effect), the Issuer has or will become obliged to pay Additional Amounts pursuant to § 7 on the Bonds, and that obligation cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate.

"**Ultimate Parent's Group**" means the insurance group comprising the Ultimate Parent Company of the Issuer and any company consolidated by the Ultimate Parent Company under the Applicable Supervisory Regulations for group solvency purposes.

"**Group MCR for the Hannover Re Group**" means (i) the minimum consolidated group solvency capital requirement applicable to the Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes) pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations); or (ii) any other capital requirement that may replace the capital requirement in clause (i), to which the criteria for the eligibility of own funds items in the Tier 2 Capital of the Hannover Re Group refer, and that is applicable to the Hannover Re Group from time to time.

"**Group MCR for the Ultimate Parent's Group**" means (i) the minimum consolidated group solvency capital requirement applicable to the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes) pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the

(unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung); oder (ii) eine andere Kapitalanforderung, welche die Kapitalanforderung nach Ziffer (i) ersetzt, auf die in den Kriterien für die Anerkennung von Eigenmittelbestandteilen im Tier-2-Kapital der Gruppe der Obersten Muttergesellschaft Bezug genommen wird, und die jeweils für die Gruppe der Obersten Muttergesellschaft anwendbar ist.

"Gruppen-SCR der Hannover Rück-Gruppe" bezeichnet (i) die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) geltende Gruppensolvenzkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) oder (ii) eine andere Kapitalanforderung, welche die Kapitalanforderung nach Ziffer (i) ersetzt, auf die in den Kriterien für die Anerkennung von Eigenmittelbestandteilen im Tier-2-Kapital der Hannover Rück-Gruppe Bezug genommen wird, und die jeweils für die Hannover Rück-Gruppe anwendbar ist.

"Gruppen-SCR der Gruppe der Obersten Muttergesellschaft" bezeichnet (i) die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) geltende Gruppensolvenzkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) oder (ii) eine andere Kapitalanforderung, welche die Kapitalanforderung nach Ziffer (i) ersetzt, auf die in den Kriterien für die Anerkennung von Eigenmittelbestandteilen im Tier-2-Kapital der Gruppe der Obersten Muttergesellschaft Bezug genommen wird, und die jeweils für die Gruppe der Obersten Muttergesellschaft anwendbar ist.

"Hannover Rück-Gruppe" bezeichnet die aus der Emittentin und jeder von dieser gemäß den Anwendbaren Aufsichtsrechtlichen Vorschriften für Zwecke der Überwachung der Gruppensolvabilität konsolidierten Gesellschaft bestehende Versicherungsgruppe.

"InsO" ist die Insolvenzordnung.

Ein **"Insolvenzereignis"** ist unabhängig von der Einleitung eines Insolvenz- oder Liquidationsverfahrens eingetreten, wenn bezüglich der Emittentin ein Eröffnungsgrund für ein

Applicable Supervisory Regulations); or (ii) any other capital requirement that may replace the capital requirement in clause (i), to which the criteria for the eligibility of own funds items in the Tier 2 Capital of the Ultimate Parent's Group refer, and that is applicable to the Ultimate Parent's Group from time to time.

"Group SCR of the Hannover Re Group" means (i) the group solvency capital requirement applicable to the Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes) pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations) or (ii) any other capital requirement that may replace the capital requirement in clause (i), to which the criteria for the eligibility of own funds items in the Tier 2 Capital of the Hannover Re Group refer, and that is applicable to the Hannover Re Group from time to time.

"Group SCR of the Ultimate Parent's Group" means (i) the group solvency capital requirement applicable to the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes) pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations) or (ii) any other capital requirement that may replace the capital requirement in clause (i), to which the criteria for the eligibility of own funds items in the Tier 2 Capital of the Ultimate Parent's Group refer, and that is applicable to the Ultimate Parent's Group from time to time.

"Hannover Re Group" means the insurance group comprising the Issuer and any company consolidated by the Issuer under the Applicable Supervisory Regulations for group solvency purposes.

"InsO" means the German Insolvency Code (*Insolvenzordnung*).

An **"Insolvency Event"** will have occurred, regardless of the opening of any insolvency or liquidation proceedings, if a reason for the opening of insolvency proceedings in respect

Insolvenzverfahren im Sinne der Anwendbaren Insolvenzrechtlichen Vorschriften vorliegt. Gemäß der am Tag der Begebung der Schuldverschreibungen geltenden Anwendbaren Insolvenzrechtlichen Vorschriften sind folgende Eröffnungsgründe möglich: An dem betreffenden Tag (i) ist die Emittentin überschuldet im Sinne von § 19 InsO oder (ii) ist die Emittentin zahlungsunfähig im Sinne von § 17 InsO, oder (iii) es liegt eine drohende Zahlungsunfähigkeit der Emittentin im Sinne von § 18 InsO vor (jedoch unabhängig davon, ob die Eröffnung eines Insolvenzverfahrens beantragt wurde).

"**Marge**" ist gleich 3,750 %.

Die "**Nachzahlungsvoraussetzungen**" sind an einem Tag in Bezug auf eine Zahlung von Zinsrückständen erfüllt, wenn an diesem Tag kein Pflichtaufschubereignis eingetreten ist und fortbesteht oder als Folge einer solchen Zahlung eintreten würde.

"**Oberste Muttergesellschaft**" ist der HDI V.a.G. als oberste Muttergesellschaft der Emittentin (oder, falls der HDI V.a.G. nicht mehr oberste Muttergesellschaft der Emittentin ist, die Gesellschaft, die im betreffenden Zeitpunkt oberste Muttergesellschaft der Emittentin ist).

"**Obligatorischer Zinszahlungstag**" bezeichnet jeden Zinszahlungstag, in Bezug auf den während der letzten sechs Monate vor dem betreffenden Zinszahlungstag ein Obligatorisches Zinszahlungsereignis eingetreten ist, und in Bezug auf den kein Pflichtaufschubereignis eingetreten ist und fortbesteht.

"**Obligatorisches Zinszahlungsereignis**" bezeichnet jedes der folgenden Ereignisse:

- (i) auf der ordentlichen Hauptversammlung der Emittentin wird eine Dividende, Zahlung oder sonstige Ausschüttung auf eine beliebige Gattung von Aktien der Emittentin wirksam beschlossen; oder
- (ii) die Emittentin leistet eine Abschlagszahlung auf den Bilanzgewinn.

"**Optionalen Rückzahlungstag**" bezeichnet

- (i) jeden Geschäftstag während des Zeitraums ab dem 26. Februar 2033 (einschließlich) (der "**Erste Optionale Rückzahlungstag**") bis zum Ersten Zinsanpassungstag (ausschließlich);
- (ii) den Ersten Zinsanpassungstag; und
- (iii) jeden auf den Ersten Zinsanpassungstag folgenden Variablen Zinszahlungstag.

of the Issuer within the meaning of the Applicable Insolvency Regulations exists. Pursuant to the Applicable Insolvency Regulations in effect on the date of issue of the Bonds, the following reasons for the opening of insolvency proceedings apply: On any relevant day, (i) the Issuer is over-indebted (*überschuldet*) within the meaning of § 19 InsO or (ii) the Issuer is illiquid (*zahlungsunfähig*) within the meaning of § 17 InsO or (iii) an imminent illiquidity (*drohende Zahlungsunfähigkeit*) of the Issuer within the meaning of § 18 InsO exists (regardless of the application for the opening of any insolvency proceedings).

"**Margin**" means 3.750 per cent.

The "**Conditions to Settlement**" are fulfilled on a day with respect to any payment of Arrears of Interest if on such day no Compulsory Deferral Event has occurred and is continuing or were to occur as a result of such payment.

"**Ultimate Parent Company**" means HDI V.a.G. as the ultimate parent company of the Issuer (or, if HDI V.a.G. is no longer the ultimate parent company of the Issuer, the company which is the ultimate parent company of the Issuer at the relevant time).

"**Compulsory Interest Payment Date**" means any Interest Payment Date in respect of which a Compulsory Interest Payment Event occurred during the six months before the relevant Interest Payment Date, and in respect of which no Compulsory Deferral Event has occurred and is continuing.

"**Compulsory Interest Payment Event**" means any of the following events:

- (i) the ordinary general meeting of shareholders (*ordentliche Hauptversammlung*) of the Issuer validly resolves on any dividend, payment or other distribution on any shares of any class of the Issuer; or
- (ii) the Issuer makes any payment on account of the balance sheet profit.

"**Optional Redemption Date**" means

- (i) each Business Day during the period from and including 26 February 2033 (the "**First Optional Redemption Date**") to but excluding the First Reset Date;
- (ii) the First Reset Date; and
- (iii) each Floating Interest Payment Date following the First Reset Date.

Ein "**Pflichtaufschubereignis**" ist in Bezug auf einen Tag, an dem eine Zahlung von Zinsen und/oder Zinsrückständen auf die Schuldverschreibungen gemäß diesen Anleihebedingungen vorgesehen ist, eingetreten,

- (i) wenn an oder vor dem Tag, an dem diese Zinszahlung vorgesehen ist, ein Insolvenzereignis entweder eingetreten ist und an diesem Tag fortbesteht oder wenn die Zinszahlung ein Insolvenzereignis auslösen würde oder dessen drohenden Eintritt beschleunigen würde; oder
- (ii) wenn an diesem Tag eine Anordnung der Zuständigen Aufsichtsbehörde in Kraft ist, die der Emittentin untersagt, Zahlungen auf die Schuldverschreibungen zu leisten, oder wenn ein anderes gesetzliches oder behördliches Zahlungsverbot in Bezug auf die Schuldverschreibungen besteht; oder
- (iii) wenn an oder vor dem Tag, an dem diese Zinszahlung vorgesehen ist, entweder ein an oder vor diesem Tag eingetretenes Solvenzkapitalereignis an dem betreffenden Tag fortbesteht oder die betreffende Zahlung ein Solvenzkapitalereignis auslösen oder dessen Eintritt beschleunigen würde, es sei denn, die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften geltenden Bedingungen für eine ausnahmsweise Zulassung der Zahlung von Zinsen und/oder Zinsrückständen sind an diesem Tag erfüllt. Zum Stand am Tag der Begebung der Schuldverschreibungen setzt dies Folgendes voraus:
 - (A) die Zuständige Aufsichtsbehörde hat in Kenntnis des Eintritts eines noch fortbestehenden Solvenzkapitalereignisses ihre vorherige Zustimmung zu der Zahlung der betreffenden Zinsen und/oder der Zinsrückstände auf die Schuldverschreibungen erteilt und bis zu diesem Tag nicht widerrufen; und
 - (B) die Solvabilität der Emittentin und/oder der Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) und/oder der Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) wird durch die Zahlung der betreffenden Zinsen und/oder Zinsrückstände auf die Schuldverschreibungen nicht weiter geschwächt; und

A "**Compulsory Deferral Event**" will have occurred with respect to a date on which any payment of interest and/or Arrears of Interest on the Bonds is scheduled to be paid under these Terms and Conditions

- (i) if on or prior to the date on which the payment of interest is scheduled, an Insolvency Event has occurred and is continuing on such date or if such payment of interest would cause an Insolvency Event or accelerate the imminent occurrence of such Insolvency Event; or
- (ii) if there is in effect on such date an order of the Competent Supervisory Authority prohibiting the Issuer from making payments under the Bonds, or if there is in effect on such date any other payment prohibition in respect of the Bonds, whether by statute or by order of any authority; or
- (iii) if on or prior to the date on which the payment of interest is scheduled either a Solvency Capital Event that has occurred on or prior to such date is continuing on such date or the relevant payment were to result in, or accelerate, the occurrence of a Solvency Capital Event, unless the conditions under the Applicable Supervisory Regulations for the exceptional permission of the payment of the relevant interest and/or Arrears of Interest are fulfilled on the relevant date. As at the date of issue of the Bonds this requires the following:
 - (A) the Competent Supervisory Authority, being aware of the occurrence of a Solvency Capital Event that is continuing, has given, and not withdrawn by such date, its prior consent to the payment of the relevant interest and/or Arrears of Interest on the Bonds; and
 - (B) the solvency position of the Issuer and/or the Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes) and/or the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes) is not further weakened by the payment of such interest and/or Arrears of Interest on the Bonds; and

(C)

- (I) die anwendbare Solo-MCR; und
- (II) die anwendbare Gruppen-MCR für die Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird); und
- (III) die anwendbare Gruppen-MCR für die Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird)

werden auch nach der betreffenden Zahlung von Zinsen und/oder Zinsrückständen auf die Schuldverschreibungen eingehalten.

"Pflichtnachzahlungstag" bezeichnet den früheren der folgenden Tage:

- (i) für Zinsrückstände, die am Tag des Eintritts eines Obligatorischen Zinszahlungsereignisses ausstehen, den nächsten Zinszahlungstag, der auf den Tag folgt, an dem das Obligatorische Zinszahlungsereignis eingetreten ist, und an dem die Nachzahlungsvoraussetzungen erfüllt sind;
- (ii) den Tag, an dem die Schuldverschreibungen gemäß § 5 zur Rückzahlung fällig werden; und
- (iii) den Tag, an dem eine Verfügung zur Abwicklung, Liquidation oder Auflösung der Emittentin ergeht (sofern dies nicht für die Zwecke oder als Folge eines Zusammenschlusses, einer Umstrukturierung oder Sanierung geschieht, bei dem bzw. bei der die Emittentin noch zahlungsfähig ist und bei dem bzw. bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt).

Ein **"Ratingereignis"** tritt ein, wenn sich aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen eingetretenen Änderung oder Klarstellung der Rating-Methodologie (oder deren Auslegung) die Behandlung der Schuldverschreibungen (einschließlich des diesen zugewiesenen Eigenkapitalgehalts) für die Bemessung der Kapitalisierung der Emittentin oder der Hannover Rück-Gruppe durch S&P Global Ratings Europe Limited ("**S&P**") oder A.M. Best (EU) Rating Services B.V. ("**A.M. Best**") (oder ein mit der jeweiligen Ratingagentur verbundenes Unternehmen oder eine jeweilige Nachfolgerin), nach

(C)

- (I) the applicable Solo MCR; and
- (II) the applicable Group MCR for the Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes); and
- (III) the applicable Group MCR for the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes),

are complied with also after the relevant payment of interest and/or Arrears of Interest on the Bonds.

"Mandatory Settlement Date" means the earlier of the following dates:

- (i) in respect of any Arrears of Interest outstanding on the date on which a Compulsory Interest Payment Event occurs, the next Interest Payment Date following the date on which the Compulsory Interest Payment Event occurred and on which the Conditions to Settlement are fulfilled;
- (ii) the date on which the Bonds fall due for redemption in accordance with § 5; and
- (iii) the date on which an order is made for the winding up, liquidation or dissolution of the Issuer (other than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring in which the Issuer is still solvent and in which the continuing entity assumes substantially all of the assets and obligations of the Issuer).

A **"Rating Event"** will occur if, as a consequence of a change in, or clarification to, the rating methodology (or the interpretation thereof) of S&P Global Ratings Europe Limited ("**S&P**") or A.M. Best (EU) Rating Services B.V. ("**A.M. Best**") (or any respective affiliate of any such rating agency or any respective successor), which change or clarification becomes effective on or after the date of issue of the Bonds, the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Hannover Re Group worsens in the reasonable opinion of the Issuer, as compared to the capital treatment (including the assigned

begründeter Auffassung der Emittentin im Vergleich zu der Behandlung der Schuldverschreibungen (einschließlich des diesen zugewiesenen Eigenkapitalgehalts) für die Bemessung der Kapitalisierung der Emittentin oder der Hannover Rück-Gruppe an dem oder um den Tag der Begebung der Schuldverschreibungen verschlechtert.

Ein "**Rechnungslegungsereignis**" tritt ein, wenn der Emittentin eine Bestätigung einer anerkannten Wirtschaftsprüfungsgesellschaft vorliegt (und die Emittentin der Zahlstelle eine Kopie davon überlassen hat), aus der hervorgeht, dass die Emittentin aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung der Anwendbaren Rechnungslegungsvorschriften (einschließlich des Falles einer rückwirkenden Änderung der Anwendbaren Rechnungslegungsvorschriften oder ihrer Auslegung) die Verbindlichkeiten aus den Schuldverschreibungen in dem nach Maßgabe der Anwendbaren Rechnungslegungsvorschriften aufgestellten Konzernjahresabschluss der Emittentin nicht oder nicht mehr als Verbindlichkeiten in der Bilanz ausweisen darf und die Emittentin dies nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält.

"Relevantes Konzerntochter-Insolvenzereignis" bezeichnet die Einleitung eines Insolvenz- oder Liquidationsverfahrens über ein Tochterunternehmen der Emittentin (im Sinne von § 290 Absatz 1 HGB) mit Sitz in einem Mitgliedstaat des Europäischen Wirtschaftsraums, das entweder ein Versicherungsunternehmen oder ein Rückversicherungsunternehmen oder eine Einrichtung der betrieblichen Altersversorgung (jeweils wie hierin definiert) ist, wenn und solange die Emittentin in Abstimmung mit der Zuständigen Aufsichtsbehörde feststellt, dass die Vermögenswerte des betreffenden Tochterunternehmens (möglicherweise) nicht ausreichen werden, um sämtliche Versicherungs- und Rückversicherungsverpflichtungen bzw. Altersversorgungsleistungen dieses Tochterunternehmens gegenüber den Versicherungsnehmern und den Anspruchsberechtigten unter den Versicherungs- oder Rückversicherungsverträgen bzw. den Altersversorgungssystemen des Tochterunternehmens zu befriedigen.

Dabei gilt Folgendes:

"Einrichtung der betrieblichen Altersversorgung" hat die diesem Begriff in der Richtlinie (EU) 2016/2341 des Europäischen Parlaments und des Rates

equity content) of the Bonds for the Issuer or the Hannover Re Group assigned at or around the date of issue of the Bonds.

An "**Accounting Event**" will occur if a confirmation of a recognised auditing firm has been delivered to the Issuer (and the Issuer has provided the Paying Agent with a copy thereof) stating that, as a result of any change in or amendment to any of the Applicable Accounting Standards (including in case any such change or amendment to the Applicable Accounting Standards or their interpretation has retroactive effect), which change or amendment becomes effective on or after the date of issue of the Bonds, the Issuer must not or must no longer record the obligations under the Bonds as liabilities on the balance sheet in the Issuer's annual consolidated financial statements prepared in accordance with the Applicable Accounting Standards and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems appropriate.

"Relevant Consolidated Subsidiary Insolvency Event" means the opening of insolvency or liquidation proceedings over a subsidiary of the Issuer (within the meaning of § 290(1) German Commercial Code) that has its seat in a member state of the European Economic Area which is an Insurance Undertaking or a Reinsurance Undertaking or any Institution for Occupational Retirement Provision (each as defined herein), if and as long as the Issuer determines, in conjunction with the Competent Supervisory Authority, that the assets of that subsidiary may or will be insufficient to meet all insurance and reinsurance and occupational pension obligations of such subsidiary towards policy holders and beneficiaries of insurance and reinsurance contracts or occupational pension schemes of the subsidiary.

Where:

"Institution for Occupational Retirement Provision" means has the meaning given to this term in Directive (EU) 2016/2341 of the European

vom 14. Dezember 2016 in der jeweils geltenden Fassung zugewiesene Bedeutung.

"**Rückversicherungsunternehmen**" hat die diesem Begriff in der Solvency II Richtlinie zugewiesene Bedeutung.

"**Versicherungsunternehmen**" hat die diesem Begriff in der Solvency II Richtlinie zugewiesene Bedeutung.

"**Rückzahlungs- und Rückkaufbedingungen**" hat die in § 5(6) festgelegte Bedeutung.

"**Schuldverschreibungen**" hat die in § 2(1) festgelegte Bedeutung.

"**Solo-MCR**" bezeichnet die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Emittentin auf individueller Ebene geltende Mindestkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung).

"**Solo-SCR**" bezeichnet die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Emittentin auf individueller Ebene geltende Solvenzkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung).

"**Solvency II-Richtlinie**" bezeichnet die Richtlinie 2009/138/EG des Europäischen Parlaments und des Rates vom 25. November 2009 in der jeweils geltenden Fassung, die dazu erlassenen weiteren Rechtsakte der Europäischen Union, einschließlich der Delegierten Verordnung, und die darauf bezogenen anwendbaren Umsetzungsgesetze und -maßnahmen, jeweils in der jeweils geltenden Fassung.

Ein "**Solvenzkapitalereignis**" ist eingetreten, wenn eines der folgenden Ereignisse eingetreten ist:

- (i) der Betrag der Eigenmittel (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) der Emittentin reicht nicht aus, um die anwendbare Solo-SCR oder die anwendbare Solo-MCR der Emittentin zu bedecken; und/oder
- (ii) der Betrag der Eigenmittel (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) der Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) reicht nicht aus, um die anwendbare Gruppen-SCR der Hannover Rück-Gruppe oder die anwendbare Gruppen-MCR für die Hannover Rück-Gruppe zu bedecken; und/oder

Parliament and of the Council of 14 December 2016, as amended.

"**Reinsurance Undertaking**" has the meaning given to this term in the Solvency II Directive.

"**Insurance Undertaking**" has the meaning given to this term in the Solvency II Directive.

"**Conditions to Redemption and Repurchase**" has the meaning set out in § 5(6).

"**Bonds**" has the meaning set out in § 2(1).

"**Solo MCR**" means the minimum capital requirement applicable to the Issuer on an individual basis pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations).

"**Solo SCR**" means the solvency capital requirement applicable to the Issuer on an individual basis pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations).

"**Solvency II Directive**" means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009, as amended, the further legislative acts of the European Union enacted in relation thereto including the Delegated Regulation, and the applicable legislation and measures implementing the same, in each case as amended.

A "**Solvency Capital Event**" will have occurred if any of the following events has occurred:

- (i) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Applicable Supervisory Regulations) of the Issuer is not sufficient to cover the applicable Solo SCR or the applicable Solo MCR of the Issuer; and/or
- (ii) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Applicable Supervisory Regulations) of the Hannover Re Group (if and to the extent it is subject to supervision for group solvency purposes) is not sufficient to cover the applicable Group SCR of the Hannover Re Group or the applicable Group MCR for the Hannover Re Group; and/or

(iii) der Betrag der Eigenmittel (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) der Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird) reicht nicht aus, um die anwendbare Gruppen-SCR der Gruppe der Obersten Muttergesellschaft oder die anwendbare Gruppen-MCR für die Gruppe der Obersten Muttergesellschaft zu bedecken.

Ein "**Steuerereignis**" tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Zahlstelle eine Kopie davon überlassen hat), aus dem hervorgeht, dass aufgrund einer Änderung oder Klarstellung von Gesetzen, Verordnungen oder sonstigen Vorschriften, oder aufgrund einer Änderung oder Klarstellung der Auslegung oder Anwendung, oder aufgrund einer erstmaligen Auslegung oder Anwendung dieser Gesetze, Verordnungen oder sonstigen Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht oder eine Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung von Entscheidungen eines Gerichts oder einer Behörde), der Zinsaufwand aus den Schuldverschreibungen für die Emittentin nicht mehr für die Zwecke der Ertragsteuer voll abzugsfähig ist, bzw. nicht mehr voll abzugsfähig sein wird, wenn die Änderung oder Klarstellung an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tritt (einschließlich des Falles, dass die betreffende Änderung oder Klarstellung rückwirkend Anwendung findet), und die Emittentin dies nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für zumutbar und angemessen hält.

"**Steuern**" hat die in § 7 festgelegte Bedeutung.

"**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem alle maßgeblichen Stellen des Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) offen sind, um Zahlungen abzuwickeln.

"**Tier-2-Kapital**" bezeichnet die Tier-2-Basiseigenmittel (wie in den Anwendbaren Aufsichtsrechtlichen Vorschriften definiert und unabhängig von der darin gewählten Bezeichnung) für Zwecke der Ermittlung der Solvabilität der Emittentin auf individueller Ebene oder der Gruppensolvabilität der Hannover Rück-Gruppe (einschließlich der Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG)) oder der Gruppensolvabilität der Gruppe der Obersten Muttergesellschaft (einschließlich der Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG)).

(iii) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Applicable Supervisory Regulations) of the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes) is not sufficient to cover the applicable Group SCR of the Ultimate Parent's Group or the applicable Group MCR for the Ultimate Parent's Group.

A "**Tax Event**" will occur if an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer has provided the Paying Agent with a copy thereof) stating that, as a result of any change in, or amendment or clarification to, the laws, regulations or other rules, or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change, amendment or clarification becomes effective on or after the date of issue of the Bonds (including in case any such change, amendment or clarification has retroactive effect), the interest expense in respect of the Bonds is no longer, or will no longer be, fully deductible by the Issuer for income tax purposes, and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate.

"**Taxes**" has the meaning set out in § 7.

"**TARGET Business Day**" means a day on which all relevant parts of the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) are open to effect payments.

"**Tier 2 Capital**" means the Tier 2 basic own funds (as defined in, and regardless of the terminology used by, the Applicable Supervisory Regulations) for solvency purposes of the Issuer on an individual basis or for group solvency purposes of the Hannover Re Group (including the capital adequacy of internationally active insurance groups (IAIG)) or for group solvency purposes of the Ultimate Parent's Group (including the capital adequacy of internationally active insurance groups (IAIG)) pursuant to the Applicable Supervisory Regulations.

"**Variable Zinsperiode**" hat die in § 4(2)(a) festgelegte Bedeutung.

"**Variabler Zinszahlungstag**" bezeichnet den 26. November, 26. Februar, 26. Mai und 26. August eines jeden Jahres, beginnend mit dem 26. November 2033. Falls ein Variabler Zinszahlungstag auf einen Tag fällt, der kein Geschäftstag ist, wird dieser Variable Zinszahlungstag auf den nächstfolgenden Geschäftstag verschoben, sofern er dadurch nicht in den nächsten Kalendermonat fallen würde; in diesem Fall wird der betreffende Variable Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

"**Zahlstelle**" hat die in § 9(1) festgelegte Bedeutung.

"**Zinsfestsetzungstag**" hat die in § 4(2)(c) festgelegte Bedeutung.

"**Zinslaufbeginn**" bezeichnet den 14. November 2022.

"**Zinsperiode**" bezeichnet jede Festzinsperiode und jede Variable Zinsperiode.

"**Zinsrückstände**" hat die in § 4(4)(d) festgelegte Bedeutung.

"**Zinszahlungstag**" bezeichnet jeden Festzinszahlungstag und jeden Variablen Zinszahlungstag.

"**Zusätzliche Beträge**" hat die in § 7 festgelegte Bedeutung.

"**Zuständige Aufsichtsbehörde**" ist die Bundesanstalt für Finanzdienstleistungsaufsicht bzw. jede Behörde, die ihr Funktionsnachfolger als Versicherungsaufsichtsbehörde für die Emittentin, die Hannover Rück-Gruppe und/oder die Gruppe der Obersten Muttergesellschaft (wenn und soweit diese jeweils im Hinblick auf die Gruppensolvabilität beaufsichtigt werden) wird.

§ 2

Verbriefung und Nennbetrag

(1) Währung, Nennbetrag und Form.

Die Emittentin gibt auf den Inhaber lautende, nachrangige, fest- bis variabel verzinsliche Schuldverschreibungen (die "**Schuldverschreibungen**") im festgelegten Nennbetrag von je € 100.000 (der "**Festgelegte Nennbetrag**") und im Gesamtnennbetrag von € 750.000.000.

"**Floating Interest Period**" has the meaning set out in § 4(2)(a).

"**Floating Interest Payment Date**" means 26 November, 26 February, 26 May and 26 August in each year, commencing on 26 November 2033. If any Floating Interest Payment Date would otherwise fall on a day which is not a Business Day, it will be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Floating Interest Payment Date will be the immediately preceding Business Day.

"**Paying Agent**" has the meaning set out in § 9(1).

"**Interest Determination Date**" has the meaning set out in § 4(2)(c).

"**Interest Commencement Date**" means 14 November 2022.

"**Interest Period**" means each Fixed Interest Period and each Floating Interest Period.

"**Arrears of Interest**" has the meaning set out in § 4(4)(d).

"**Interest Payment Date**" means each Fixed Interest Payment Date and each Floating Interest Payment Date.

"**Additional Amounts**" has the meaning set out in § 7.

"**Competent Supervisory Authority**" means the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any authority which becomes its successor in such capacity as insurance regulator competent for the Issuer, the Hannover Re Group and/or the Ultimate Parent's Group (if and to the extent they are subject to supervision for group solvency purposes, as the case may be).

§ 2

Form and Denomination

(1) Currency, denomination and form.

The Issuer issues subordinated fixed to floating rate bearer bonds (the "**Bonds**") in a denomination of € 100,000 each (the "**Principal Amount**") in the aggregate principal amount of € 750,000,000.

(2) Globalurkunde und Austausch.

Die Schuldverschreibungen werden zunächst in einer vorläufigen Globalinhaberschuldverschreibung (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird (insgesamt oder teilweise und unentgeltlich) nicht vor Ablauf von 40 Tagen nach dem Tag der Begebung der Schuldverschreibungen, gegen Vorlage einer Bestätigung über das Nichtbestehen U.S.-amerikanischen wirtschaftlichen Eigentums (*beneficial ownership*) an den Schuldverschreibungen nach U.S.-amerikanischen Steuerrecht und gemäß den Regeln und Betriebsabläufen des Clearingsystems gegen eine dauerhafte Globalinhaberschuldverschreibung (die "**Dauer-Globalurkunde**" und, gemeinsam mit der Vorläufigen Globalurkunde, jeweils eine "**Globalurkunde**") ohne Zinsscheine ausgetauscht. Zahlungen auf eine Vorläufige Globalurkunde erfolgen nur nach Vorlage einer solchen Bestätigung. Einzelurkunden oder Zinsscheine werden nicht ausgegeben.

Die Vorläufige Globalurkunde und die Dauer-Globalurkunde werden solange von dem Clearingsystem oder im Auftrag des Clearingsystems verwahrt, bis sämtliche Verpflichtungen der Emittentin aus den Schuldverschreibungen erfüllt sind.

(3) Jede die Schuldverschreibungen verbriefende Globalurkunde wird von dem oder im Namen des Clearingsystems verwahrt.

Die Schuldverschreibungen werden in Form einer New Global Note ("**NGN**") ausgegeben und von einem gemeinsamen Wertpapierverwahrer (*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 man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bestätigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

(2) Global Bond and exchange.

The Bonds will initially be represented by a temporary global bearer bond (the "**Temporary Global Bond**") without coupons. The Temporary Global Bond will be exchangeable (in whole or in part, and free of charge) for a permanent global bearer bond (the "**Permanent Global Bond**" and, together with the Temporary Global Bond, each a "**Global Bond**") without coupons not earlier than 40 days after the date of issue of the Bonds upon certification as to non-U.S. beneficial ownership as required by U.S. tax law and in accordance with the rules and operating procedures of the Clearing System. Payments on a Temporary Global Bond will only be made after presentation of such certification. No definitive bonds or interest coupons will be issued.

Each of the Temporary Global Bond and the Permanent Global Bond will be held in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Bonds have been satisfied.

(3) Each Global Bond representing the Bonds will be kept in custody by or on behalf of the Clearing System.

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

Bei einer Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über die Rückzahlung, die Zahlung bzw. den Kauf und die Entwertung bezüglich der Globalurkunde *pro rata* in die Register 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 zurückgezahlten bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

Die Vorläufige Globalurkunde und die Dauer-Globalurkunde tragen jeweils die eigenhändigen Unterschriften von zwei Vertretungsberechtigten der Emittentin sowie die eigenhändige Unterschrift eines Kontrollbeauftragten der Zahlstelle und die eigenhändige Unterschrift eines bevollmächtigten Vertreters des gemeinsamen Wertpapierverwahrers.

- (4) Den Inhabern von Schuldverschreibungen (die "**Anleihegläubiger**") stehen Miteigentumsanteile oder vergleichbare andere Rechte an der Globalurkunde zu, die nach Maßgabe des anwendbaren Rechts und der Regeln und Bestimmungen des Clearingsystems übertragen werden können.

§ 3 Status

- (1) Status der Schuldverschreibungen.

Die Schuldverschreibungen begründen nicht besicherte Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind, und die nachrangig sind gegenüber allen

- (a) nicht nachrangigen Verbindlichkeiten der Emittentin (einschließlich Verbindlichkeiten der Emittentin gegenüber sämtlichen Versicherungsnehmern und

On any redemption or interest being made in respect of, or purchase and cancellation of, any of the Bonds represented by the Global Bond the Issuer shall procure that details of such redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Bond shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Bonds recorded in the records of the ICSDs and represented by the Global Bond shall be reduced by the aggregate principal amount of the Bonds so redeemed or purchased and cancelled.

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

The Temporary Global Bond and the Permanent Global Bond shall each bear the manual signatures of two duly authorised officers of the Issuer as well as the manual signature of an authentication officer of the Paying Agent and the manual signature of an authorised officer of the common safekeeper.

- (4) The holders of Bonds (the "**Bondholders**") are entitled to co-ownership participations or other comparable rights in the Global Bond which are transferable in accordance with applicable law and the rules and regulations of the Clearing System.

§ 3 Status

- (1) Status of the Bonds.

The Bonds constitute unsecured obligations of the Issuer which rank *pari passu* among themselves, and which rank subordinated to all

- (a) unsubordinated obligations of the Issuer (including any obligations of the Issuer towards all policy holders and beneficiaries under insurance and reinsurance contracts);

Anspruchsberechtigten aus Versicherungs- und Rückversicherungsverträgen);

- (b) nachrangigen Verbindlichkeiten der Emittentin gemäß § 39 Absatz 1 InsO;
- (c) nachrangigen Verbindlichkeiten der Emittentin, soweit diese mit gesetzlich nachrangigen Verbindlichkeiten der Emittentin gemäß § 39 Absatz 1 InsO zumindest gleichrangig sind; und
- (d) nachrangigen Verbindlichkeiten der Emittentin, soweit zwingende gesetzliche Bestimmungen solche nachrangigen Verbindlichkeiten im Rang besserstellen.

Im Fall der Auflösung, der Liquidation, der Insolvenz oder eines der Abwendung der Insolvenz der Emittentin dienenden Verfahrens gehen die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen allen Verbindlichkeiten, die den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen nach Maßgabe dieses § 3(1) oder kraft Gesetzes im Rang vorgehen, im Rang vollständig nach, so dass Zahlungen auf die Schuldverschreibungen erst erfolgen, wenn alle Ansprüche gegen die Emittentin aus Verbindlichkeiten, die den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen nach Maßgabe dieses § 3(1) oder kraft Gesetzes im Rang vorgehen, vollständig befriedigt sind.

- (2) Keine Sicherheit.

Für die Rechte der Anleihegläubiger aus den Schuldverschreibungen ist diesen keine Sicherheit jedweder Art durch die Emittentin oder durch Dritte gestellt; eine solche Sicherheit wird auch zu keinem Zeitpunkt gestellt werden.

- (3) Aufrechnungsverbot.

Kein Anleihegläubiger ist berechtigt, Forderungen aus den Schuldverschreibungen gegen mögliche Forderungen der Emittentin gegen sie aufzurechnen oder seinerseits der Emittentin geschuldete Leistungen zu verweigern, bis ihm aus den Schuldverschreibungen gebührende Leistungen bewirkt werden. Die Emittentin ist nicht berechtigt, mögliche Forderungen gegenüber einem Anleihegläubiger mit den Verbindlichkeiten aus den Schuldverschreibungen aufzurechnen.

- (b) subordinated obligations of the Issuer pursuant to § 39(1) InsO;
- (c) subordinated obligations ranking at least *pari passu* with the Issuer's obligations subordinated by operation of law pursuant to § 39(1) InsO; and
- (d) subordinated obligations of the Issuer required to be preferred by mandatory provisions of law.

In the event of the dissolution, liquidation, insolvency or any proceeding to avoid insolvency of the Issuer, the obligations of the Issuer under the Bonds will be fully subordinated to all claims against the Issuer which pursuant to this § 3(1) are expressed to, or by operation of law, rank senior to the obligations of the Issuer under the Bonds, so that in any such event payments will not be made under the Bonds until all claims against the Issuer which pursuant to this § 3(1) are expressed to, or by operation of law, rank senior to the obligations of the Issuer under the Bonds will first have been satisfied in full.

- (2) No security.

No security of whatever kind is, or will at any time be, provided by the Issuer or any other person securing rights of the Bondholders under the Bonds.

- (3) No right to set-off.

No Bondholder may set off any claims arising under the Bonds against any claims that the Issuer may have against it or refuse to perform any of the Bondholder's obligations towards the Issuer. The Issuer may not set off any claims it may have against any Bondholder against any of its obligations under the Bonds.

(4) Zahlungsbedingungen, (vorinsolvenzliches) Zahlungsverbot.

Bereits vor Einleitung eines Insolvenz- oder Liquidationsverfahrens steht

- (a) jede Zahlung von Zinsen und jede Nachzahlung von Zinsrückständen auf die Schuldverschreibungen unter dem Vorbehalt der Erfüllung der Bedingungen gemäß § 4(4) und § 4(5); und
- (b) jede Rückzahlung der Schuldverschreibungen und jeder Rückkauf von Schuldverschreibungen unter dem Vorbehalt der Erfüllung der Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6).

Zu den Bedingungen gemäß § 4(4) und § 4(5) und zu den Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6) gehört die Bedingung, dass an dem Tag, an dem der betreffende Betrag von Kapital oder Zinsen (oder Zinsrückständen) zur Zahlung vorgesehen ist, kein Insolvenzereignis eingetreten ist und an diesem Tag fortbesteht und die Zahlung kein Insolvenzereignis auslösen oder dessen Eintritt beschleunigen würde. In einem solchen Fall darf die Emittentin keine Zahlung vornehmen.

Das bedeutet, dass die Anleihegläubiger bereits vor Einleitung eines Insolvenz- oder Liquidationsverfahrens über das Vermögen der Emittentin keinen fälligen Anspruch auf die betreffende vorgesehene Zahlung von Zinsen, Nachzahlung von Zinsrückständen oder Rückzahlung der Schuldverschreibungen haben, sofern ein Eröffnungsgrund für ein Insolvenzverfahren über die Emittentin im Sinne der Anwendbaren Insolvenzrechtlichen Vorschriften vorliegt oder die Zahlung des betreffenden Betrages die Insolvenz der Emittentin verursachen oder den Prozess der Insolvenz der Emittentin beschleunigen würde. Gemäß den am Tag der Begebung der Schuldverschreibungen geltenden Anwendbaren Insolvenzrechtlichen Vorschriften sind folgende Eröffnungsgründe möglich: Am vorgesehenen Zahlungstag (i) ist die Emittentin überschuldet im Sinne von § 19 InsO oder (ii) ist die Emittentin zahlungsunfähig im Sinne von § 17 InsO, oder (iii) es liegt eine drohende Zahlungsunfähigkeit der Emittentin im Sinne von § 18 InsO vor.

(4) Payment Conditions, (Pre-Insolvency) Payment Prohibition.

Prior to the commencement of any insolvency or liquidation proceedings

- (a) any payment of interest and any settlement of Arrears of Interest on the Bonds will be subject to the conditions set forth in § 4(4) and § 4(5) being fulfilled; and
- (b) any redemption of the Bonds and any repurchase of Bonds will be subject to the Conditions to Redemption and Repurchase set forth in § 5(6) being fulfilled.

The conditions set forth in § 4(4) and § 4(5) and the Conditions to Redemption and Repurchase set forth in § 5(6) include the condition that, on the date on which the relevant amount of principal or interest (or Arrears of Interest) is scheduled to be paid, no Insolvency Event has occurred and is continuing on such date and such payment would not cause or accelerate the occurrence of an Insolvency Event. In such case the Issuer must not make any payment.

This means that already prior to the commencement of any insolvency or liquidation proceedings over the assets of the Issuer the Bondholders will not have any due (*fällig*) claim for the relevant scheduled payment of interest, the settlement of Arrears of Interest or the redemption of the Bonds if any reason for the opening of insolvency proceedings in respect of the Issuer in accordance with the Applicable Insolvency Regulations exists or if the payment of the relevant amount were to cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent. Pursuant to the Applicable Insolvency Regulations in effect on the date of issue of the Bonds, the following reasons for the opening of insolvency proceedings apply: On the scheduled payment date, (i) the Issuer is over-indebted (*überschuldet*) within the meaning of § 19 InsO or (ii) the Issuer is illiquid (*zahlungsunfähig*) within the meaning of § 17 InsO or (iii) an imminent illiquidity (*drohende Zahlungsunfähigkeit*) of the Issuer within the meaning of § 18 InsO exists.

Diese Zahlungsbedingungen begründen ein Zahlungsverbot dahingehend, dass Zahlungen auf die Schuldverschreibungen von der Emittentin nur nach Maßgabe der vorgenannten Bedingungen geleistet werden dürfen. Ein solches Zahlungsverbot kann für unbestimmte Zeit und sogar dauerhaft gelten. Verbotswidrige Zahlungen sind der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzuzahlen.

- (5) Unter Beachtung von § 3(1) bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen der Emittentin zu bedienen.

§ 4 Zinsen

- (1) Festzinsperioden.
- (a) Im Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum Ersten Zinsanpassungstag (ausschließlich) werden die Schuldverschreibungen bezogen auf den festgelegten Nennbetrag mit jährlich 5,875 % verzinst. Während dieses Zeitraums sind Zinsen nachträglich an jedem Festzinszahlungstag zur Zahlung vorgesehen, und werden nach Maßgabe der in § 4(4) und § 4(5) dargelegten Bedingungen fällig.
- (b) Sofern Zinsen in Bezug auf eine Festzinsperiode oder einen Teil davon zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Festzins-Zinstagequotienten.

"**Festzinsperiode**" bezeichnet jeden Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum ersten Festzinszahlungstag (ausschließlich) und nachfolgend ab jedem Festzinszahlungstag (einschließlich) bis zu dem jeweils nächstfolgenden Festzinszahlungstag (ausschließlich).

"**Festzins-Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Betrages von Zinsen auf die Schuldverschreibungen für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (i) wenn der Zinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl

These payment conditions constitute a prohibition on payment, meaning that any payments on the Bonds may only be made by the Issuer if it is made in accordance with the aforementioned conditions. Such a prohibition on payment may be in effect for an indefinite period of time and even permanently. Any payment made in breach of this prohibition must be repaid to the Issuer irrespective of any agreement to the contrary.

- (5) Subject to § 3(1), the Issuer may satisfy its obligations under the Bonds also from other distributable assets (*sonstiges freies Vermögen*) of the Issuer.

§ 4 Interest

- (1) Fixed Interest Periods.
- (a) In the period from and including the Interest Commencement Date to but excluding the First Reset Date the Bonds bear interest on their Principal Amount at the rate of 5.875 per cent. *per annum*. During such period, interest is scheduled to be paid in arrear on each Fixed Interest Payment Date and will be due and payable (*fällig*) in accordance with the conditions set out in § 4(4) and § 4(5).
- (b) If interest is required to be calculated for any Fixed Interest Period or part thereof, such interest shall be calculated on the basis of the Fixed Rate Day Count Fraction.

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

"**Fixed Rate Day Count Fraction**" means, in respect of the calculation of an amount of interest on the Bonds for any period of time (the "**Calculation Period**"):

- (i) if the Calculation Period is equal to or shorter than the Determination Period in which it falls, the number of days in the

von Tagen in dem Zinsberechnungszeitraum dividiert durch die Anzahl von Tagen in der betreffenden Feststellungsperiode; und

(ii) wenn der Zinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus

(A) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Zinsberechnungszeitraum beginnt, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode; und

(B) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode.

"Feststellungsperiode" bezeichnet jeden Zeitraum ab dem 26. August eines Jahres (einschließlich) bis zum nächsten 26. August (ausschließlich).

(2) Variable Zinsperioden.

(a) Variable Verzinsung.

Im Zeitraum ab dem Ersten Zinsanpassungstag (einschließlich) bis zum ersten Variablen Zinszahlungstag (ausschließlich) und danach von jedem Variablen Zinszahlungstag (einschließlich) bis zum nächstfolgenden Variablen Zinszahlungstag (ausschließlich) werden die Schuldverschreibungen, bezogen auf ihren festgelegten Nennbetrag, in Höhe des Variablen Zinssatzes für die betreffende Variable Zinsperiode verzinst. Während dieses Zeitraums sind Zinsen jeweils vierteljährlich nachträglich an jedem Variablen Zinszahlungstag zur Zahlung vorgesehen, und werden nach Maßgabe der in § 4(4) und § 4(5) dargelegten Bedingungen fällig.

"Variable Zinsperiode" bezeichnet jeden Zeitraum ab dem Ersten Zinsanpassungstag

Calculation Period divided by the number of days in such Determination Period; and

(ii) if the Calculation Period is longer than one Determination Period, the sum of:

(A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the number of days in such Determination Period; and

(B) the number of days in such Calculation Period falling in the next Determination Period divided by the number of days in such Determination Period.

"Determination Period" means each period from and including 26 August in any year to but excluding the next 26 August.

(2) Floating Interest Periods.

(a) Floating Rate Interest.

In the period from and including the First Reset Date to but excluding the first Floating Interest Payment Date and thereafter from and including each Floating Interest Payment Date to but excluding the next Floating Interest Payment Date the Bonds bear interest on their Principal Amount at the Floating Interest Rate for the relevant Floating Interest Period. During such period, interest is scheduled to be paid quarterly in arrear on each Floating Interest Payment Date and will be due and payable (*fällig*) in accordance with the conditions set out in § 4(4) and § 4(5).

"Floating Interest Period" means each period from and including the First Reset Date to but

(einschließlich) bis zum ersten Variablen Zinszahlungstag (ausschließlich) und nachfolgend ab jedem Variablen Zinszahlungstag (einschließlich) bis zu dem jeweils nächstfolgenden Variablen Zinszahlungstag (ausschließlich).

(b) Variabler Zinssatz.

Der Zinssatz für die jeweilige Variable Zinsperiode (der "**Variable Zinssatz**") ist der Zinssatz *per annum*, der dem betreffenden Referenzsatz zuzüglich der Marge entspricht, wobei der Variable Zinssatz mindestens 0,00 % *per annum* beträgt.

(c) Feststellung des Referenzsatzes.

Die Berechnungsstelle bestimmt an jedem Zinsfestsetzungstag den betreffenden Referenzsatz nach Maßgabe dieses § 4(2)(c).

Der "**Referenzsatz**" für jede Variable Zinsperiode wird wie folgt bestimmt:

- (i) Für jede Variable Zinsperiode, die vor dem Eintritt des Stichtags eines Benchmark-Ereignisses (jeweils wie in § 4(2)(e) definiert) beginnt, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

- (ii) Für die Variable Zinsperiode, die unmittelbar nach dem Stichtag eines Benchmark-Ereignisses beginnt, und alle folgenden Variablen Zinsperioden wird der Referenzsatz gemäß § 4(2)(e) bestimmt.

- (iii) Wenn die Feststellung des Referenzsatzes dazu führen würde, dass ein Aufsichtsrechtliches Ereignis eintritt,

excluding the first Floating Interest Payment Date and thereafter from and including each Floating Interest Payment Date to but excluding the next following Floating Interest Payment Date.

(b) Floating Interest Rate.

The rate of interest for the relevant Floating Interest Period (the "**Floating Interest Rate**") will be a rate *per annum* equal to the relevant Reference Rate plus the Margin, subject to a minimum for the Floating Interest Rate of 0.00 per cent. *per annum*.

(c) Determination of the Reference Rate.

The Calculation Agent will determine the relevant Reference Rate in accordance with this § 4(2)(c) on each Interest Determination Date.

The "**Reference Rate**" for each Floating Interest Period will be determined as follows:

- (i) For each Floating Interest Period beginning prior to the occurrence of the Effective Date of a Benchmark Event (each as defined in § 4(2)(e)), the Reference Rate will be equal to the Original Benchmark Rate on the relevant Interest Determination Date.

If the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, the Reference Rate shall be equal to the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

- (ii) For the Floating Interest Period commencing immediately after the Effective Date of a Benchmark Event and all following Floating Interest Periods, the Reference Rate will be determined in accordance with § 4(2)(e).

- (iii) If the determination of the Reference Rate would cause a Regulatory Event, the Reference Rate applicable to the next and

entspricht der Referenzsatz für die nächste und jede nachfolgende Variable Zinsperiode dem an dem letzten zurückliegenden Zinsfestsetzungstag festgestellten Referenzsatz, wobei falls dieser § 4(2)(c)(iii) bereits an dem Zinsfestsetzungstag vor Beginn der ersten Variablen Zinsperiode angewendet werden muss, der Referenzsatz für die erste und jede nachfolgende Variable Zinsperiode 3,116 % *per annum* entspricht.

"**Ursprünglicher Benchmarksatz**" an einem Tag bezeichnet (vorbehaltlich § 4(2)(e)) die 3-Monats Euro Interbank Offered Rate (ausgedrückt als Prozentsatz *per annum*), die an dem betreffenden Tag um 11:00 Uhr (Brüsseler Ortszeit) festgesetzt und auf der Bildschirmseite angezeigt wird.

Dabei gilt Folgendes:

"**Bildschirmseite**" bezeichnet die Reuters-Seite EURIBOR01 (oder eine andere Bildschirmseite von Reuters oder einem anderen Informationsanbieter als Nachfolger, die die Reuters-Seite EURIBOR01 zur Anzeige solcher Sätze ersetzt).

"**Zinsfestsetzungstag**" bezeichnet den zweiten TARGET-Geschäftstag, der dem Beginn der betreffenden Variablen Zinsperiode vorangeht.

(d) Aufgaben der Berechnungsstelle.

Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zinsfestsetzungstag den Variablen Zinssatz bestimmen und den auf die Schuldverschreibungen zur Zahlung vorgesehenen Zinsbetrag (der "**Variable Zinsbetrag**") für die entsprechende Variable Zinsperiode berechnen. Die Berechnungsstelle ermittelt den Variablen Zinsbetrag, indem sie den Variablen Zinssatz (einschließlich der Marge) und den Variablen Zinstagequotienten auf den Festgelegten Nennbetrag der Schuldverschreibungen anwendet, wobei sie den resultierenden Betrag auf den nächstliegenden Eurocent auf- oder abrundet (wobei 0,5 oder mehr eines Eurocents aufgerundet werden).

each subsequent Floating Interest Period shall be the Reference Rate determined on the last preceding Interest Determination Date, provided that if this § 4(2)(c)(iii) is to be applied on the first Interest Determination Date prior to the commencement of the first Floating Interest Period, the Reference Rate applicable to the first and each subsequent Floating Interest Period shall be 3.116 per cent. *per annum*.

"**Original Benchmark Rate**" on any day means (subject to § 4(2)(e)) the 3-month Euro Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on the Screen Page as of 11:00 a.m. (Brussels time) on such day.

Where:

"**Screen Page**" means Reuters Page EURIBOR01 (or such other screen page of Reuters or such other information service, which is the successor to Reuters Page EURIBOR01 for purposes of displaying such rates).

"**Interest Determination Date**" means the second TARGET Business Day prior to the commencement of the relevant Floating Interest Period.

(d) Duties of the Calculation Agent.

The Calculation Agent will, on or as soon as practicable after each Interest Determination Date, determine the Floating Interest Rate and calculate the amount of interest (the "**Floating Interest Amount**") scheduled to be paid on the Bonds for the relevant Floating Interest Period. The Calculation Agent will calculate the Floating Interest Amount by applying the Floating Interest Rate (including the Margin) and the Floating Day Count Fraction to the Principal Amount of the Bonds and rounding the resultant figure to the nearest eurocent, with 0.5 or more of a eurocent being rounded upwards.

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz, der Variable Zinsbetrag für die jeweilige Variable Zinsperiode, die jeweilige Variable Zinsperiode und der relevante Variable Zinszahlungstag der Emittentin, den Anleihegläubigern und, sofern dies von den jeweiligen Wertpapierbörsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind, vorgesehen ist, den jeweiligen Wertpapierbörsen durch Mitteilung gemäß § 11 baldmöglichst, aber keinesfalls später als zu Beginn der maßgeblichen nächstfolgenden Variablen Zinsperiode, mitgeteilt wird. Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsperiode kann der mitgeteilte Variable Zinsbetrag und Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Wertpapierbörsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind, sowie den Anleihegläubigern gemäß § 11 mitgeteilt.

Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Angebotssätze und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 4(2) gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Zahlstellen und die Anleihegläubiger bindend.

"Variabler Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Variablen Zinsbetrages auf die Schuldverschreibungen für einen beliebigen Zeitraum (ab dem ersten Tag dieses Zeitraums (einschließlich) bis zu dem Tag, an dem dieser fällig wird (ausschließlich)) (unabhängig davon, ob es sich dabei um eine Variable Zinsperiode handelt, der **"Variable Zinsberechnungszeitraum"**) die tatsächliche Anzahl der Tage im Variablen Zinsberechnungszeitraum dividiert durch 360 (Actual/360).

- (e) Benchmark-Ereignis.

Wenn ein Benchmark-Ereignis in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für

The Calculation Agent will cause the Floating Interest Rate, each Floating Interest Amount for each Floating Interest Period, each Floating Interest Period and the relevant Floating Interest Payment Date to be notified to the Issuer, to the Bondholders and, if required by the rules of any stock exchange on which the Bonds are from time to time listed at the initiative of the Issuer, to such stock exchange by notice in accordance with § 11 as soon as possible after their determination, but in no event later than at the beginning of the next relevant Floating Interest Period thereafter. Each Floating Interest Amount and Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements may be made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Bonds are then listed at the initiative of the Issuer and to the Bondholders in accordance with § 11.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 4(2) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and the Bondholders.

"Floating Day Count Fraction" means in respect of the calculation of the Floating Interest Amount on the Bonds for any period of time (from and including the first day of such period to but excluding the day on which it falls due) (whether or not constituting a Floating Interest Period, the **"Floating Calculation Period"**) the actual number of days in the Floating Calculation Period divided by 360 (actual/360).

- (e) Benchmark Event.

If a Benchmark Event occurs in relation to the Original Benchmark Rate, the relevant

die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 4(2) Folgendes:

- (i) Die Emittentin wird sich bemühen, sobald dies (nach Ansicht der Emittentin) nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestsetzungstag erforderlich ist, einen Unabhängigen Berater zu benennen, der nach billigem Ermessen einen Neuen Benchmarksatz (wie in § 4(2)(e)(vi) definiert), die Anpassungsmarge (wie in § 4(2)(e)(vi) definiert) und etwaige Benchmark-Änderungen (wie in § 4(2)(e)(iv) definiert) festlegt.
- (ii) Wenn vor dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag
 - (A) die Emittentin keinen Unabhängigen Berater ernannt hat; oder
 - (B) der ernannte Unabhängige Berater keinen Neuen Benchmarksatz, keine Anpassungsmarge und/oder keine Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 4(2)(e) festgelegt hat,

dann entspricht der Referenzsatz für die nächste Variable Zinsperiode dem an dem letzten, unmittelbar vor Eintritt des relevanten Stichtags liegenden Zinsfestsetzungstag festgestellten Referenzsatz.

Falls dieser § 4(2)(e)(ii) bereits an dem Zinsfestsetzungstag vor Beginn der ersten Variablen Zinsperiode angewendet werden muss, entspricht der Referenzsatz für die erste Variable Zinsperiode 3,116 % *per annum*.

Falls der gemäß diesem § 4(2)(e)(ii) bestimmte Ausweichsatz (sog. *Fallback Rate*) zur Anwendung kommt, wird § 4(2)(e) erneut angewendet, um den Referenzsatz für die nächste nachfolgende

Reference Rate and the interest on the Bonds in accordance with § 4(2) will be determined as follows:

- (i) The Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, endeavour to appoint an Independent Adviser, who will determine in its reasonable discretion a New Benchmark Rate (as defined in § 4(2)(e)(vi)), the Adjustment Spread (as defined in § 4(2)(e)(vi)) and any Benchmark Amendments (as defined in § 4(2)(e)(iv)).
- (ii) If, prior to the 10th Business Day prior to the relevant Interest Determination Date,
 - (A) the Issuer has not appointed an Independent Adviser; or
 - (B) the Independent Adviser appointed by it has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined any Benchmark Amendments (if required) in accordance with this § 4(2)(e),

then the Reference Rate applicable to the immediately following Floating Interest Period shall be the Reference Rate determined on the last Interest Determination Date immediately preceding the relevant Effective Date.

If this § 4(2)(e)(ii) is to be applied on the first Interest Determination Date prior to the commencement of the first Floating Interest Period, the Reference Rate applicable to the first Floating Interest Period shall be 3.116 per cent. *per annum*.

If the fallback rate determined in accordance with this § 4(2)(e)(ii) is to be applied, § 4(2)(e) will be operated again to determine the Reference Rate applicable to the next subsequent (and, if

(und, sofern notwendig, weitere nachfolgende) Variable Zinsperiode(n) zu bestimmen.

(iii) Falls der Unabhängige Berater nach billigem Ermessen feststellt,

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

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

In beiden Fällen entspricht der Referenzsatz für die unmittelbar nach dem Stichtag beginnende Variable Zinsperiode und alle folgenden Variablen Zinsperioden dann (x) dem Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsmarge.

(iv) Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsmarge gemäß diesem § 4(2)(e) festgelegt werden, und wenn der Unabhängige Berater nach billigem Ermessen feststellt, dass Änderungen hinsichtlich dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsmarge zu gewährleisten (diese Änderungen, die "**Benchmark-Änderungen**"), dann wird der Unabhängige Berater die Benchmark-Änderungen feststellen.

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

(A) den Referenzsatz einschließlich der "Bildschirmseite" und/oder die Methode zur Bestimmung des Ausweichsatzes (sog. *Fallback Rate*) für den Referenzsatz; und/oder

required, further subsequent) Floating Interest Period(s).

(iii) If the Independent Adviser determines in its reasonable discretion that:

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

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

In either case the Reference Rate for the Floating Interest Period commencing immediately after the Effective Date and all following Floating Interest Periods will then be (x) the New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

(iv) If any relevant New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 4(2)(e), and if the Independent Adviser determines in its reasonable discretion that amendments to these Terms and Conditions are necessary to ensure the proper operation of such New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"), then the Independent Adviser will determine any Benchmark Amendments.

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

(A) the Reference Rate including the "Screen Page" and/or the method for determining the fallback rate in relation to the Reference Rate; and/or

- (B) die Definitionen der Begriffe "Geschäftstag", "Variable Zinsperiode", "Variabler Zinstagequotient", "Variabler Zinszahlungstag" und/oder "Zinsfestsetzungstag" (einschließlich der Festlegung, ob der Referenzsatz vorausschauend vor oder zu Beginn der betreffenden Variablen Zinsperiode oder zurückblickend vor oder zu dem Ende der betreffenden Variablen Zinsperiode bestimmt wird); und/oder
- (C) die Geschäftstagekonvention gemäß der Definition des Begriffs "Variabler Zinszahlungstag" und gemäß § 6(2).
- (v) Mitteilungen, etc. Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsmarge und etwaige Benchmark-Änderungen gemäß diesem § 4(2)(e) bzw. den Ausweichsatz (sog. *Fallback Rate*) gemäß § 4(2)(e)(ii) der Zahlstelle, etwaigen weiteren Zahlstellen, der Berechnungsstelle und gemäß § 11 den Anleihegläubigern mitteilen, und zwar sobald eine solche Mitteilung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag. Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.
- Der Neue Benchmarksatz, die Anpassungsmarge und etwaige Benchmark-Änderungen bzw. der Ausweichsatz (sog. *Fallback Rate*), die jeweils in der Mitteilung benannt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Zahlstelle, etwaige weitere Zahlstellen, die Berechnungsstelle und die Anleihegläubiger bindend. Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsmarge
- (B) the definitions of the terms "Business Day", "Floating Interest Period", "Floating Day Count Fraction", "Floating Interest Payment Date" and/or "Interest Determination Date" (including the determination whether the Reference Rate will be determined in advance on or prior to the commencement of the relevant Floating Interest Period or in arrear on or prior to the end of the relevant Floating Interest Period); and/or
- (C) the business day convention in the definition of the term "Floating Interest Payment Date" and in § 6(2).
- (v) Notices, etc. The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 4(2)(e) or the fallback rate in accordance with § 4(2)(e)(ii), as the case may be, to the Paying Agent, any additional paying agents, the Calculation Agent and, in accordance with § 11, the Bondholders as soon as such notification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10th Business Day prior to the relevant Interest Determination Date. Such notice shall be irrevocable and shall specify the Effective Date.
- The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) or the fallback rate, as the case may be, each as specified in such notice, will be binding (in the absence of manifest error) on the Issuer, the Paying Agent, any additional paying agents, the Calculation Agent and the Bondholders. The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) with effect from the Effective Date.

und die etwaigen Benchmark-Änderungen geändert.

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

(A)

(I) bestätigt, dass ein Benchmark-Ereignis eingetreten ist;

(II) den nach Maßgabe der Bestimmungen dieses § 4(2)(e) festgestellten Neuen Benchmarksatz benennt;

(III) die entsprechende Anpassungsmarge und etwaige Benchmark-Änderungen benennt, die jeweils nach Maßgabe der Bestimmungen dieses § 4(2)(e) festgestellt wurden; und

(IV) den Stichtag benennt; und

(B) bestätigt, dass die etwaigen Benchmark-Änderungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsmarge zu gewährleisten.

(vi) Zur Verwendung in diesem § 4(2)(e):

Die "**Anpassungsmarge**", die positiv, negativ oder gleich Null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (x) die Marge oder (y) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Marge, die

(A) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung

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

(A)

(I) confirming that a Benchmark Event has occurred;

(II) specifying the relevant New Benchmark Rate determined in accordance with the provisions of this § 4(2)(e);

(III) specifying the applicable Adjustment Spread and the Benchmark Amendments (if any), each determined in accordance with the provisions of this § 4(2)(e); and

(IV) specifying the Effective Date; and

(B) confirming that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such relevant New Benchmark Rate and the applicable Adjustment Spread.

(vi) As used in this § 4(2)(e):

The "**Adjustment Spread**", which may be positive, negative or zero, will be expressed in basis points and means either (x) the spread or (y) the result of the operation of the formula or methodology for calculating the spread, which

(A) in the case of a Successor Benchmark Rate, is formally recommended in relation to the

des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von dem Nominierungsgremium empfohlen wird; oder

- (B) (sofern keine Empfehlung gemäß Absatz (A) abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise an den internationalen Anleihekapitalmärkten auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder
- (C) (sofern der Unabhängige Berater nach billigem Ermessen feststellt, dass keine solche Marge üblicherweise angewendet wird, und dass das Folgende für die Schuldverschreibungen angemessen ist) als industrieweiter Standard für Over-the-Counter Derivatetransaktionen, die sich auf den Ursprünglichen Benchmarksatz beziehen, anerkannt oder bestätigt ist, wenn der Ursprüngliche Benchmarksatz durch den Neuen Benchmarksatz ersetzt worden ist, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

"Alternativ-Benchmarksatz" bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten zur Bestimmung von variablen Zinssätzen in Euro angewendet wird, wobei sämtliche Feststellungen durch den Unabhängigen

replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or

- (B) (if no recommendation pursuant to clause (A) has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion; or
- (C) (if the Independent Adviser in its reasonable discretion determines that no such spread is customarily applied and that the following would be appropriate for the Bonds) is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Benchmark Rate, where the Original Benchmark Rate has been replaced by the New Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

"Alternative Benchmark Rate" means an alternative benchmark or an alternative screen rate which is customarily applied in the international debt capital markets for the purpose of determining floating rates of interest in Euro, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

Berater nach billigem Ermessen vorgenommen werden.

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

- (A) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen durch oder im Namen der für den Administrator des Ursprünglichen Benchmarksatzes zuständigen Aufsichtsbehörde vorgenommen wird, aus der hervorgeht, dass dieser Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder
- (B) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen durch oder im Namen des Administrators des Ursprünglichen Benchmarksatzes vorgenommen wird, die besagt, dass der Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder
- (C) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz ihrer Ansicht nach nicht mehr repräsentativ für den zugrunde liegenden Markt, den er zu messen vorgibt, ist oder sein wird, und keine von der Aufsichtsbehörde des Administrators des Ursprünglichen

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

- (A) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
- (B) a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
- (C) a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer, or will no longer be, representative of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the

Benchmarksatzes geforderten Maßnahmen zur Behebung einer solchen Situation ergriffen worden sind oder zu erwarten sind; oder

- (D) die Verwendung des Ursprünglichen Benchmarksatzes aus irgendeinem Grunde nach einem Gesetz oder einer Verordnung, die in Bezug auf die Zahlstellen, die Berechnungsstelle, die Emittentin oder jeden Dritten anwendbar sind, rechtswidrig geworden ist; oder
- (E) der Ursprüngliche Benchmarksatz ohne vorherige offizielle Ankündigung durch die zuständige Behörde oder den Administrator dauerhaft nicht mehr veröffentlicht wird; oder
- (F) eine wesentliche Änderung der Methodologie des Ursprünglichen Benchmarksatzes vorgenommen wird.

"**Nachfolge-Benchmarksatz**" bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der formell durch das Nominierungsgremium empfohlen wurde.

"**Neuer Benchmarksatz**" bezeichnet den jeweils gemäß diesem § 4(2)(e) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

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

- (A) die Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird, oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder

supervisor of the Original Benchmark Rate administrator; or

- (D) it has become, for any reason, unlawful under any law or regulation applicable to any Paying Agent, the Calculation Agent, the Issuer or any other party to use the Original Benchmark Rate; or
- (E) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the competent authority or the administrator; or
- (F) material change is made to the Original Benchmark Rate methodology.

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

"**New Benchmark Rate**" means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 4(2)(e).

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

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) jede Arbeitsgruppe oder jeden Ausschuss gefördert durch, geführt oder mitgeführt von oder gebildet von (I) der Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird, (II) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (III) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (IV) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon.

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

(vii) Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsmarge und der etwaigen Benchmark-Änderungen gemäß diesem § 4(2)(e) (der "**Stichtag**") ist der Zinsfestsetzungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:

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

(B) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund des

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (I) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (II) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (III) a group of the aforementioned central banks or other supervisory authorities or (IV) the Financial Stability Board or any part thereof.

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

(vii) The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 4(2)(e) (the "**Effective Date**") will be the Interest Determination Date falling on or after the earliest of the following dates:

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

(B) if the Benchmark Event has occurred as a result of clause (D) of the definition of the term

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| <p>Absatzes (D) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder</p> <p>(C) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Absätze (E) oder (F) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist.</p> <p>(viii) In diesem § 4(2) schließt jede Bezugnahme auf den Begriff "Ursprünglicher Benchmarksatz" gegebenenfalls auch eine Bezugnahme auf eine etwaige Teilkomponente desselben ein, wenn in Bezug auf diese Teilkomponente ein Benchmark-Ereignis eingetreten ist.</p> <p>(ix) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 4(2)(e) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 4(2) auf den Begriff "Ursprünglicher Benchmarksatz" als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.</p> | <p>"Benchmark Event", the date from which the prohibition applies; or</p> <p>(C) if the Benchmark Event has occurred as a result of clauses (E) or (F) of the definition of the term "Benchmark Event", the date of the occurrence of the Benchmark Event.</p> <p>(viii) Any reference in this § 4(2) to the term "Original Benchmark Rate" shall be deemed to include a reference to any component part thereof (if any) in respect of which a Benchmark Event has occurred.</p> <p>(ix) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 4(2)(e) shall apply <i>mutatis mutandis</i> to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, any reference in this § 4(2) to the term "Original Benchmark Rate" shall be deemed to be a reference to the New Benchmark Rate that last applied.</p> |
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| <p>(3) Ende der Verzinsung und Verzugszinsen.</p> <p>Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag unmittelbar vorausgeht, an dem sie zur Rückzahlung fällig werden. Sollte die Emittentin eine Zahlung von Kapital auf die Schuldverschreibungen bei Fälligkeit nicht leisten, endet die Verzinsung des ausstehenden Nennbetrages der Schuldverschreibungen erst mit Ablauf des Tages, der dem Tag der entsprechenden Rückzahlung unmittelbar vorausgeht. Der in einem solchen Fall anzuwendende Zinssatz wird gemäß diesem § 4 bestimmt.</p> | <p>(3) End of interest accrual and default interest.</p> <p>The Bonds will cease to bear interest from the end of the day immediately preceding the day on which they are due for redemption. If the Issuer fails to make any payment of principal under the Bonds when due, interest shall continue to accrue on the outstanding principal amount of the Bonds until the end of the day immediately preceding the day on which such redemption is made. In such case the applicable rate of interest will be determined pursuant to this § 4.</p> |
| <p>(4) Fälligkeit von Zinszahlungen; wahlweiser und zwingender Aufschub von Zinszahlungen.</p> <p>(a) Zinsen, die während einer Zinsperiode auflaufen, die an einem Obligatorischen Zinszahlungstag (ausschließlich) endet, werden</p> | <p>(4) Due date for interest payments; optional and mandatory deferral of interest payments.</p> <p>(a) Interest which accrues during an Interest Period ending on but excluding a Compulsory Interest Payment Date will, subject to § 4(4)(c), be due</p> |

vorbehaltlich § 4(4)(c) an diesem Obligatorischen Zinszahlungstag fällig.

- (b) Zinsen, die während einer Zinsperiode auflaufen, die an einem Fakultativen Zinszahlungstag (ausschließlich) endet, werden vorbehaltlich § 4(4)(c) an diesem Fakultativen Zinszahlungstag fällig, es sei denn, die Emittentin entscheidet sich durch eine Erklärung an die Anleihegläubiger gemäß § 11 innerhalb einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen vor dem betreffenden Zinszahlungstag dazu, die betreffende Zinszahlung (insgesamt oder teilweise) aufzuschieben.

Wenn sich die Emittentin an einem Fakultativen Zinszahlungstag zum Aufschub der Zahlung aufgelaufener Zinsen oder nur für eine teilweise Zahlung der aufgelaufenen Zinsen entscheidet, dann ist sie nicht verpflichtet, an dem betreffenden Fakultativen Zinszahlungstag aufgelaufene Zinsen zu zahlen, bzw. ist sie nur verpflichtet, den Teil der aufgelaufenen Zinsen an dem betreffenden Fakultativen Zinszahlungstag zu leisten, für dessen Zahlung sie sich entscheidet.

Eine solche Nichtzahlung oder nur teilweise Zahlung aufgelaufener Zinsen begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

- (c) Wenn in Bezug auf einen Zinszahlungstag ein Pflichtaufschubereignis eingetreten ist, werden in dem Zeitraum bis zu diesem Zinszahlungstag (ausschließlich) aufgelaufene Zinsen an diesem Zinszahlungstag nicht fällig.

Eine solche Nichtzahlung aufgelaufener Zinsen begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

Die Emittentin hat den Eintritt eines Pflichtaufschubereignisses den Anleihegläubigern sobald wie möglich nach dessen Feststellung, spätestens an dem

and payable (*fällig*) on such Compulsory Interest Payment Date.

- (b) Interest which accrues during an Interest Period ending on but excluding an Optional Interest Payment Date will be due and payable (*fällig*) on that Optional Interest Payment Date, subject to § 4(4)(c), unless the Issuer elects, by giving not less than 10 and not more than 15 Business Days' notice to the Bondholders prior to the relevant Interest Payment Date in accordance with § 11, to defer the relevant payment of interest (in whole or in part).

If the Issuer elects to defer, or to only pay partially, accrued interest on an Optional Interest Payment Date, then it will not have any obligation to pay accrued interest or will only be obliged to pay such part of the accrued interest it elects to pay, respectively, on such Optional Interest Payment Date.

Any such non-payment or only partial payment of accrued interest will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

- (c) If a Compulsory Deferral Event has occurred in respect of any Interest Payment Date, interest which accrued during the period ending on but excluding such Interest Payment Date will not be due and payable (*fällig*) on that Interest Payment Date.

Any such non-payment of accrued interest will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

The Issuer will give notice to the Bondholders of the occurrence of the Compulsory Deferral Event in accordance with § 11 as soon as practicable after its determination but in no

betreffenden Zinszahlungstag gemäß § 11 mitzuteilen. Ein Unterlassen der Mitteilung berührt nicht die Wirksamkeit des Aufschubs der Zinszahlungen und stellt in keinem Fall eine Pflichtverletzung dar. Sollte die Emittentin die Mitteilung nicht bis zum betreffenden Zinszahlungstag veröffentlicht haben, hat sie diese unverzüglich nachzuholen.

- (d) Nach Maßgabe dieses § 4(4) nicht fällig gewordene, in Bezug auf eine Zinsperiode aufgelaufene Zinsen sind Zinsrückstände (die "**Zinsrückstände**").

Zinsrückstände werden nicht verzinst.

- (5) Nachzahlung von Zinsrückständen.

- (a) Freiwillige Nachzahlung von Zinsrückständen.

Die Emittentin ist berechtigt, ausstehende Zinsrückstände jederzeit (insgesamt oder teilweise) nachzuzahlen, wenn die Nachzahlungsvoraussetzungen in Bezug auf diese Nachzahlung erfüllt sind.

Wenn sich die Emittentin dazu entscheidet, ausstehende Zinsrückstände (insgesamt oder teilweise) nachzuzahlen, hat sie die Anleihegläubiger durch Mitteilung gemäß § 11 unter Einhaltung einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen hierüber in Kenntnis zu setzen, wobei die Mitteilung (i) den Betrag an Zinsrückständen, der gezahlt werden soll, und (ii) den für diese Zahlung festgelegten Tag (der "**Freiwillige Nachzahlungstag**") benennen muss.

Nach einer solchen Mitteilung wird der darin angegebene Betrag an Zinsrückständen vorbehaltlich der Bestimmungen des § 4(5)(c) an dem angegebenen Freiwilligen Nachzahlungstag fällig, und ist die Emittentin verpflichtet, diesen Betrag an Zinsrückständen am angegebenen Freiwilligen Nachzahlungstag nachzuzahlen. Diese Verpflichtung entfällt jedoch, wenn an oder vor dem Freiwilligen Nachzahlungstag die Nachzahlungsvoraussetzungen in Bezug auf die betreffende Zahlung nicht erfüllt sind.

event later than on the relevant Interest Payment Date. Any failure to give such notice shall not affect the validity of the deferral of the interest payments and shall not constitute a default for any purpose. If the Issuer has not given the notice until the relevant Interest Payment Date, it shall give it without undue delay thereafter.

- (d) Interest accrued in respect of any Interest Period which is not due and payable in accordance with this § 4(4) will constitute arrears of interest ("**Arrears of Interest**").

Arrears of Interest will not bear interest.

- (5) Settlement of Arrears of Interest.

- (a) Optional settlement of Arrears of Interest.

The Issuer will be entitled to settle outstanding Arrears of Interest (in whole or in part) at any time if the Conditions to Settlement are fulfilled with respect to such payment.

If the Issuer elects to settle outstanding Arrears of Interest (in whole or in part), it will give not less than 10 and not more than 15 Business Days' notice to the Bondholders in accordance with § 11 which notice will specify (i) the amount of Arrears of Interest to be paid and (ii) the date fixed for such payment (the "**Optional Settlement Date**").

Upon such notice being given, the amount of Arrears of Interest specified therein will subject to the limitations as set forth in § 4(5)(c) below become due and payable (*fällig*), and the Issuer will be obliged to settle such amount of Arrears of Interest on the specified Optional Settlement Date. However, this obligation will cease to exist if on or before the Optional Settlement Date the Conditions to Settlement are not fulfilled with respect to the relevant payment.

- (b) Pflicht zur Nachzahlung von Zinsrückständen.

Die Emittentin ist verpflichtet, ausstehende Zinsrückstände (insgesamt und nicht nur teilweise) am nächsten Pflichtnachzahlungstag nachzuzahlen.

- (c) Kein Verzug.

Falls an einem Freiwilligen Nachzahlungstag oder einem Pflichtnachzahlungstag die Nachzahlungsvoraussetzungen nicht erfüllt sind, werden Zinsrückstände, deren Zahlung an diesem Tag vorgesehen war, an dem betreffenden Freiwilligen Nachzahlungstag oder Pflichtnachzahlungstag nicht fällig, sondern bleiben ausstehend und werden weiter als Zinsrückstände behandelt. Die Emittentin wird die Anleihegläubiger gemäß § 11 über die Nichterfüllung der Nachzahlungsvoraussetzungen baldmöglichst nach ihrer Feststellung, spätestens am vierten Geschäftstag nach dem betreffenden Freiwilligen Nachzahlungstag oder Pflichtnachzahlungstag informieren.

Eine solche Nichtzahlung begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

§ 5

Rückzahlung und Rückkauf

- (1) Rückzahlung bei Endfälligkeit.

Sofern nicht bereits zuvor zurückgezahlt oder zurückgekauft, werden die Schuldverschreibungen am Endfälligkeitstag zum Festgelegten Nennbetrag zuzüglich der bis zum Endfälligkeitstag (ausschließlich) in Bezug auf diese Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher fälligen Zinsrückstände zurückgezahlt.

- (2) Rückkauf.

- (a) Vorbehaltlich der Erfüllung der Rückzahlungs- und Rückkaufbedingungen kann die Emittentin oder jede ihrer Tochtergesellschaften, soweit gesetzlich zulässig, jederzeit Schuldverschreibungen auf dem freien Markt oder anderweitig sowie zu jedem beliebigen

- (b) Mandatory settlement of Arrears of Interest.

The Issuer must settle outstanding Arrears of Interest (in whole but not in part) on the next Mandatory Settlement Date.

- (c) No default.

If on an Optional Settlement Date or a Mandatory Settlement Date the Conditions to Settlement are not fulfilled, Arrears of Interest scheduled to be paid on such date will not become due and payable (*fällig*) on the relevant Optional Settlement Date or Mandatory Settlement Date, as the case may be, but will remain outstanding and will continue to be treated as Arrears of Interest. The Issuer will give notice to the Bondholders in accordance with § 11 that the Conditions to Settlement are not fulfilled as soon as possible after its determination but in no event later than on the fourth Business Day following the relevant Optional Settlement Date or Mandatory Settlement Date.

Any such non-payment will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

§ 5

Redemption and Repurchase

- (1) Redemption at maturity.

To the extent not previously redeemed or repurchased, the Bonds will be redeemed at their Principal Amount plus any unpaid interest accrued on such Bonds to but excluding the Final Maturity Date and, for the avoidance of doubt, any Arrears of Interest on the Final Maturity Date.

- (2) Repurchase.

- (a) Subject to the Conditions to Redemption and Repurchase being fulfilled, the Issuer or any of its subsidiaries may, as far as legally permissible, at any time acquire Bonds in the open market or otherwise and at any price. Such

Preis erwerben. Derartig erworbene Schuldverschreibungen können eingezogen, gehalten oder wieder veräußert werden.

- (b) Die Rückzahlungs- und Rückkaufbedingungen müssen im Falle von Rückkäufen nicht erfüllt sein, soweit die Emittentin oder eine ihrer Tochtergesellschaften die Schuldverschreibungen für fremde Rechnung oder für Organismen für gemeinsame Anlagen in Wertpapieren (OGAW) erwirbt, es sei denn, die Anteile an diesem OGAW werden mehrheitlich von der Emittentin oder von einer ihrer Tochtergesellschaften gehalten.
- (c) Für einen Erwerb von Schuldverschreibungen im Rahmen eines Umtauschs gegen andere Wertpapiere gelten § 5(2)(a) und (b) entsprechend.

(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.

Die Emittentin ist berechtigt, durch Erklärung der Rückzahlung gemäß § 5(5) und vorbehaltlich der Erfüllung der Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6), die Schuldverschreibungen (insgesamt und nicht nur teilweise) mit Wirkung zu jedem Optionalen Rückzahlungstag zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Rückzahlungsrecht gemäß Satz 1 ausübt und die Rückzahlungs- und Rückkaufbedingungen an dem in der Mitteilung festgelegten Optionalen Rückzahlungstag erfüllt sind, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Erklärung der Rückzahlung festgelegten Optionalen Rückzahlungstag zum Festgelegten Nennbetrag zuzüglich der bis zu dem in der Erklärung der Rückzahlung festgelegten Optionalen Rückzahlungstag (ausschließlich) in Bezug auf diese Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher fälligen Zinsrückstände zurückzuzahlen.

(4) Vorzeitige Rückzahlung nach Eintritt eines Gross-Up-Ereignisses, eines Steuerereignisses, eines Aufsichtsrechtlichen Ereignisses, eines Rechnungslegungsereignisses, eines Ratingereignisses oder eines Clean-Up-Ereignisses.

Wenn vor dem Ersten Optionalen Rückzahlungstag ein Gross-Up-Ereignis, ein Steuerereignis, ein Aufsichtsrechtliches Ereignis, ein

acquired Bonds may be cancelled, held or resold.

- (b) The Conditions to Redemption and Repurchase do not have to be fulfilled for repurchases made by the Issuer or any of its subsidiaries for the account of a third party or Undertakings for Collective Investment in Transferable Securities (UCITS), unless the majority of the shares in the relevant UCITS are held by the Issuer or one of its subsidiaries.
- (c) § 5(2)(a) and (b) shall apply *mutatis mutandis* to an acquisition of the Bonds by way of exchange for other securities.

(3) Early redemption at the option of the Issuer.

The Issuer may, upon giving notice of redemption in accordance with § 5(5) and subject to the Conditions to Redemption and Repurchase pursuant to § 5(6) being fulfilled, call the Bonds for early redemption (in whole but not in part) with effect as of each Optional Redemption Date. If the Issuer exercises its call right in accordance with sentence 1 and the Conditions to Redemption and Repurchase are fulfilled on the Optional Redemption Date specified in the notice, the Issuer shall redeem the Bonds at their Principal Amount plus any unpaid interest accrued to but excluding the Optional Redemption Date specified in the notice and, for the avoidance of doubt, any Arrears of Interest, on the Optional Redemption Date specified in the notice.

(4) Early redemption following a Gross-Up Event, a Tax Event, a Regulatory Event, an Accounting Event, a Rating Event or a Clean-Up Event.

If prior to First Optional Redemption Date a Gross-Up Event, a Tax Event, a Regulatory Event, an Accounting Event, a Rating Event or a Clean-Up Event (each of

Rechnungslegungsereignis, ein Ratingereignis oder ein Clean-Up-Ereignis (jedes dieser Kündigungsrechte ein "**Außerordentliches Kündigungsrecht**") eintritt, ist die Emittentin berechtigt, durch Erklärung der Rückzahlung gemäß § 5(5) und vorbehaltlich der Erfüllung der Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6), die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit mit Wirkung zu dem in der Erklärung der Rückzahlung festgelegten Rückzahlungstag zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Außerordentliches Kündigungsrecht gemäß Satz 1 ausübt und die Rückzahlungs- und Rückkaufbedingungen an dem festgelegten Rückzahlungstag erfüllt sind, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Erklärung der Rückzahlung festgelegten Rückzahlungstag zum Festgelegten Nennbetrag zuzüglich der bis zu dem in der Erklärung der Rückzahlung festgelegten Rückzahlungstag (ausschließlich) in Bezug auf diese Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher fälligen Zinsrückstände zurückzuzahlen.

Die Emittentin ist jedoch berechtigt, jederzeit nach freiem Ermessen auf jedes der Außerordentlichen Kündigungsrechte für einen von der Emittentin zu bestimmenden (befristeten oder unbefristeten) Zeitraum (der "**Nichtanwendungszeitraum**") durch Mitteilung an die Anleihegläubiger gemäß § 11 zu verzichten. Jede solche Mitteilung ist unwiderruflich und hat den/die Nichtanwendungszeitraum/-räume zu benennen, in denen die Emittentin über das/die betreffende(n) Außerordentliche(n) Kündigungsrecht(e) nicht verfügen wird.

Im Falle eines Gross-Up-Ereignisses darf eine solche Erklärung der Rückzahlung nicht früher als 90 Tage vor dem Tag abgegeben werden, an dem die Emittentin erstmals verpflichtet wäre, Zusätzliche Beträge gemäß § 7 zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig wäre.

Im Falle eines Steuerereignisses darf eine solche Erklärung der Rückzahlung nicht früher als 90 Tage vor dem Tag abgegeben werden, an dem die Abzugsfähigkeit des Zinsaufwands entfallen würde.

such call rights, an "**Extraordinary Call Right**") occurs, the Issuer may, upon giving notice of redemption in accordance with § 5(5) and subject to the Conditions to Redemption and Repurchase pursuant to § 5(6) being fulfilled, call the Bonds for early redemption (in whole but not in part) at any time with effect as of the redemption date specified in the notice. If the Issuer exercises its Extraordinary Call Right in accordance with sentence 1 and the Conditions to Redemption and Repurchase are fulfilled on the redemption date specified in the notice, the Issuer shall redeem the Bonds at their Principal Amount plus any unpaid interest accrued to but excluding the redemption date specified in the notice and, for the avoidance of doubt, any Arrears of Interest, on the redemption date specified in the notice of redemption.

The Issuer may waive, however, at any time and in its sole discretion, any of the Extraordinary Call Rights for a (definite or indefinite) period of time to be determined by the Issuer (the "**Inapplicability Period**") by giving notice to the Bondholders in accordance with § 11. Any notice so given will be irrevocable and shall specify the Inapplicability Period(s) during which the Issuer shall cease to have the respective Extraordinary Call Right(s).

In the case of a Gross-Up Event, no such notice of redemption may be given earlier than 90 days prior to the earliest date on which the Issuer would be for the first time obliged to pay any Additional Amounts pursuant to § 7 if a payment in respect of the Bonds were then due.

In the case of a Tax Event, no such notice of redemption may be given earlier than 90 days prior to the date, on which the deductibility of the interest expense would fall away.

(5) Erklärung der Rückzahlung.

Die Emittentin kann ihr Recht zur Rückzahlung gemäß § 5(3) und § 5(4) durch eine Erklärung der Rückzahlung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von nicht weniger als 15 Tagen ausüben. Im Fall einer Rückzahlung gemäß § 5(4) hat die Erklärung der Rückzahlung diejenigen Tatsachen zu enthalten, auf welche die Emittentin ihr Recht zur Rückzahlung stützt, und den festgelegten Rückzahlungstag zu bezeichnen.

Die Rückzahlung gemäß § 5(3) und § 5(4) steht auch nach einer Erklärung der Rückzahlung gemäß diesem § 5(5) unter dem Vorbehalt der Erfüllung der Rückzahlungs- und Rückkaufbedingungen an dem in der Erklärung der Rückzahlung festgelegten Rückzahlungstag.

(6) Rückzahlungs- und Rückkaufbedingungen.

"Rückzahlungs- und Rückkaufbedingungen" bezeichnet die an einem Tag in Bezug auf eine vorgesehene Rückzahlung der Schuldverschreibungen durch die Emittentin oder einen geplanten Rückkauf von Schuldverschreibungen durch die Emittentin oder eine ihrer Tochtergesellschaften nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Anerkennung der Schuldverschreibungen als Tier 2-Basiseigenmittelbestandteile (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) der Emittentin, der Hannover Rück-Gruppe und der Gruppe der Obersten Muttergesellschaft nach den Anwendbaren Aufsichtsrechtlichen Vorschriften zu erfüllenden Voraussetzungen. Am Tag der Begebung der Schuldverschreibungen setzt dies Folgendes voraus:

- (a) Die Rückzahlungs- und Rückkaufbedingungen sind an einem Tag in Bezug auf eine vorgesehene Rückzahlung der Schuldverschreibungen oder einen geplanten Rückkauf von Schuldverschreibungen erfüllt, wenn an diesem Tag
 - (i) kein an diesem Tag noch fortbestehendes Insolvenzereignis eingetreten ist und die Zahlung des Rückzahlungsbetrages oder der Rückkauf nicht zu einem Insolvenzereignis führen oder dessen Eintritt beschleunigen würde (wobei jedoch ungeachtet des Vorstehenden die Forderungen der Anleihegläubiger aus

(5) Notice of redemption.

The Issuer may exercise its right to redeem the Bonds in accordance with § 5(3) and § 5(4) by giving not less than 15 days' prior notice to the Bondholders in accordance with § 11. In the case of a redemption in accordance with § 5(4) such notice of redemption will set forth the underlying facts of the Issuer's right to redemption and specify the date fixed for redemption.

Even if such notice of redemption pursuant to this § 5(5) is given, the redemption pursuant to § 5(3) and § 5(4) is subject to the Conditions to Redemption and Repurchase being fulfilled on the date fixed for redemption in the notice of redemption.

(6) Conditions to Redemption and Repurchase.

"Conditions to Redemption and Repurchase" means the requirements that must be fulfilled on any day with respect to a scheduled redemption of the Bonds by the Issuer or a planned repurchase of Bonds by the Issuer or any of its subsidiaries in accordance with the Applicable Supervisory Regulations in order for the Bonds to qualify as Tier 2 basic own-fund items (regardless of the terminology used by the Applicable Supervisory Regulations) of the Issuer, the Hannover Re Group and the Ultimate Parent's Group in accordance with the Applicable Supervisory Regulations. On the date of issue of the Bonds this requires the following:

- (a) The Conditions to Redemption and Repurchase are fulfilled on any date with respect to a scheduled redemption of the Bonds or a planned repurchase of Bonds, if, on such date,
 - (i) no Insolvency Event has occurred and is continuing on such date and the payment of the redemption amount or the repurchase would not result in, or accelerate the occurrence of, an Insolvency Event (notwithstanding the above, the claims of the Bondholders under the Bonds in any insolvency or

den Schuldverschreibungen in einem Insolvenz- oder Liquidationsverfahren im Hinblick auf die Emittentin nach Maßgabe der Anwendbaren Insolvenzrechtlichen Vorschriften fällig werden); und

(ii) kein an diesem Tag noch fortbestehendes Solvenzkapitalereignis eingetreten ist oder durch die Rückzahlung der Schuldverschreibungen bzw. durch den Rückkauf von Schuldverschreibungen eintreten würde, es sei denn, die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften geltenden Bedingungen für eine ausnahmsweise Zulassung der Rückzahlung bzw. des Rückkaufs sind an diesem Tag erfüllt; dies setzt zum Stand am Tag der Begebung der Schuldverschreibungen voraus, dass

(A) die Zuständige Aufsichtsbehörde in Kenntnis des Eintritts eines noch fortbestehenden Solvenzkapitalereignisses ihre vorherige Zustimmung zu der Rückzahlung bzw. dem Rückkauf erteilt hat und bis zu diesem Tag nicht widerrufen hat; und

(B) das über die Schuldverschreibungen eingezahlte Kapital durch die Einzahlung von Tier-1-Basiseigenmittelbestandteilen ersetzt oder in solche Bestandteile umgewandelt wird, oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile ersetzt oder in solche Bestandteile umgewandelt wird; und

(C)

(I) die anwendbare Solo-MCR; und

(II) die anwendbare Gruppen-MCR für die Hannover Rück-Gruppe (wenn und soweit diese im Hinblick auf

liquidation proceedings in relation to the Issuer will fall due in accordance with the Applicable Insolvency Regulations); and

(ii) no Solvency Capital Event has occurred and is continuing on such date or would be caused by the redemption of the Bonds or the repurchase of Bonds, unless the conditions under the Applicable Supervisory Regulations for the exceptional permission of the redemption or the repurchase are met on such date; this requires as at the date of the issue of the Bonds that

(A) the Competent Supervisory Authority, being aware of the occurrence of a Solvency Capital Event that is continuing, has given, and not withdrawn by such date, its prior consent to the redemption or the repurchase; and

(B) the capital paid-in for the Bonds is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into other paid-in Tier 2 basic own-fund items of at least the same quality; and

(C)

(I) the applicable Solo MCR; and

(II) the applicable Group MCR for the Hannover Re Group (if and to the extent it is subject to supervision for

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| <p>die Gruppensolvabilität beaufsichtigt wird); und</p> <p>(III) die anwendbare Gruppen-MCR für die Gruppe der Obersten Muttergesellschaft (wenn und soweit diese im Hinblick auf die Gruppensolvabilität beaufsichtigt wird),</p> <p>werden auch nach der Rückzahlung bzw. dem Rückkauf eingehalten;</p> <p>und</p> <p>(iii) die Zuständige Aufsichtsbehörde ihre nach den Anwendbaren Aufsichtsrechtlichen Vorschriften erforderliche vorherige Zustimmung zu der Rückzahlung bzw. zu dem Rückkauf erteilt und bis zu diesem Tag nicht widerrufen hat; und</p> <p>(iv) kein an diesem Tag noch fortbestehendes Relevantes Konzerntochter-Insolvenzereignis eingetreten ist, es sei denn, die Zuständige Aufsichtsbehörde hat in Kenntnis des Eintritts eines noch fortbestehenden Relevanten Konzerntochter-Insolvenzereignisses keine Bedenken gegen die Rückzahlung bzw. den Rückkauf geäußert.</p> <p>(b) Vor dem 14. November 2027 sind eine Rückzahlung der Schuldverschreibungen und ein Rückkauf von Schuldverschreibungen nur gestattet, wenn eine der nachfolgenden Bedingungen (i) oder (ii) erfüllt ist:</p> <p>(i) Eine Rückzahlung der Schuldverschreibungen gemäß § 5(4) nach Eintritt eines Aufsichtsrechtlichen Ereignisses, eines Gross-Up-Ereignisses oder eines Steuerereignisses ist dann nur gestattet, wenn, zusätzlich zu den Bedingungen gemäß § 5(6)(a), eine der nachfolgenden Bedingungen (A), (B) oder (C) erfüllt ist:</p> <p>(A) das über die Schuldverschreibungen eingezahlte Kapital wird mit der vorherigen Zustimmung der Zuständigen</p> | <p>group solvency purposes); and</p> <p>(III) the applicable Group MCR for the Ultimate Parent's Group (if and to the extent it is subject to supervision for group solvency purposes),</p> <p>are fulfilled also after the redemption or the repurchase;</p> <p>and</p> <p>(iii) the Competent Supervisory Authority has given, and not withdrawn by such day, its prior consent to the redemption or to the repurchase as required under the Applicable Supervisory Regulations; and</p> <p>(iv) no Relevant Consolidated Subsidiary Insolvency Event has occurred and is continuing on such date, unless the Competent Supervisory Authority, being aware of the occurrence of a Relevant Consolidated Subsidiary Insolvency Event that is continuing, has not objected to the redemption or the repurchase.</p> <p>(b) Prior to 14 November 2027 any redemption of the Bonds and any repurchase of Bonds are only permitted if either of the following conditions (i) or (ii) is met:</p> <p>(i) Any redemption of the Bonds in accordance with § 5(4) following the occurrence of a Regulatory Event, a Gross-Up Event or a Tax Event then is only permitted if, in addition to the conditions pursuant to § 5(6)(a), either of the following conditions (A), (B) or (C) is met:</p> <p>(A) the capital paid-in for the Bonds is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into</p> |
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Aufsichtsbehörde durch die Einzahlung von Tier-1-Basis-eigenmittelbestandteilen ersetzt oder in solche Bestandteile umgewandelt, oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile ersetzt oder in solche Bestandteile umgewandelt;

oder

(B) im Falle einer Rückzahlung bei Eintritt eines Gross-Up-Ereignisses oder eines Steuerereignisses, sofern keine Ersetzung oder Umwandlung nach § 5(6)(b)(i)(A) erfolgt, sind alle nachstehenden Voraussetzungen erfüllt:

(I) es liegt eine Angemessene Überdeckung vor; und

(II) die Emittentin weist der Zuständigen Aufsichtsbehörde gegenüber hinreichend nach, dass das Gross-Up-Ereignis oder das Steuerereignis wesentlich ist und am Tag der Begebung der Schuldverschreibungen nach vernünftigem Ermessen nicht vorherzusehen war;

oder

(C) im Falle einer Rückzahlung bei Eintritt eines Aufsichtsrechtlichen Ereignisses, sofern keine Ersetzung oder Umwandlung nach § 5(6)(b)(i)(A) erfolgt, sind alle nachstehenden Voraussetzungen erfüllt:

(I) es liegt eine Angemessene Überdeckung vor; und

(II) die Zuständige Aufsichtsbehörde hält es für ausreichend sicher, dass die für das Aufsichtsrechtliche Ereignis relevante Änderung stattfindet oder stattfinden wird, und die Emittentin

other paid-in Tier 2 basic own-fund items of at least the same quality, in each case with the prior consent of the Competent Supervisory Authority;

or

(B) in case of a redemption following the occurrence of a Gross-Up Event or a Tax Event, if no replacement or conversion in accordance with § 5(6)(b)(i)(A) occurs, all of the following conditions are met:

(I) an Appropriate Margin exists; and

(II) the Issuer demonstrates to the satisfaction of the Competent Supervisory Authority that the Gross-Up Event or the Tax Event is material and was not reasonably foreseeable at the date of issue of the Bonds;

or

(C) in case of a redemption following the occurrence of a Regulatory Event, if no replacement or conversion in accordance with § 5(6)(b)(i)(A) occurs, all of the following conditions are met:

(I) an Appropriate Margin exists; and

(II) the Competent Supervisory Authority considers it to be sufficiently certain that the relevant change for the Regulatory Event occurs or will occur, and the Issuer demonstrates to the

weist der Zuständigen Aufsichtsbehörde gegenüber hinreichend nach, dass der Ausschluss der Schuldverschreibungen aus den Eigenmitteln oder deren aufsichtsrechtliche Neueinstufung am Tag der Begebung der Schuldverschreibungen nach vernünftigem Ermessen nicht vorherzusehen war.

- (ii) Eine Rückzahlung der Schuldverschreibungen gemäß § 5(4) aus anderen als den in § 5(6)(b)(i) genannten Gründen und ein Rückkauf von Schuldverschreibungen gemäß § 5(2)(a) sind dann nur gestattet, wenn, zusätzlich zu den Bedingungen gemäß § 5(6)(a), das über die Schuldverschreibungen eingezahlte Kapital mit der vorherigen Zustimmung der Zuständigen Aufsichtsbehörde durch die Einzahlung von Tier-1-Basiseigenmittelbestandteilen ersetzt oder in solche Bestandteile umgewandelt wird, oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile ersetzt oder in solche Bestandteile umgewandelt wird.
- (d) Sofern im Zeitpunkt einer vorgesehenen Rückzahlung der Schuldverschreibungen oder eines geplanten Rückkaufs von Schuldverschreibungen nach den Anwendbaren Aufsichtsrechtlichen Vorschriften eine oder mehrere andere oder zusätzliche Vorbedingungen für die Rückzahlung oder den Rückkauf erfüllt sein müssen, gelten diese anderen und/oder zusätzlichen Vorbedingungen als "Rückzahlungs- und Rückkaufbedingungen", und zwar anstelle von bzw. zusätzlich zu den vorstehend in diesem § 5(6) genannten Bedingungen.
- (e) Wenn die Rückzahlungs- und Rückkaufbedingungen nicht erfüllt sind, berechtigt dies die Anleihegläubiger nicht, von der Emittentin die Rückzahlung der Schuldverschreibungen zu verlangen, und eine

satisfaction of the Competent Supervisory Authority that the exclusion of the Bonds from own funds or their regulatory reclassification was not reasonably foreseeable at the date of issue of the Bonds.

- (ii) Any redemption of the Bonds in accordance with § 5(4) for any reason other than as specified in § 5(6)(b)(i) and any repurchase of Bonds in accordance with § 5(2)(a) then require that, in addition to the conditions pursuant to § 5(6)(a), the capital paid-in for the Bonds is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into other paid-in Tier 2 basic own-fund items of at least the same quality, in each case with the prior consent of the Competent Supervisory Authority.
- (d) If, at the time of a scheduled redemption of the Bonds or a planned repurchase of Bonds, one or more alternative or additional pre-conditions to redemption or repurchase must be satisfied under the Applicable Supervisory Regulations, then such other and/or additional pre-conditions shall be deemed to constitute "Conditions to Redemption and Repurchase" instead of, or in addition to, the conditions set forth in this § 5(6) above.
- (e) If the Conditions to Redemption and Repurchase are not fulfilled, this will not entitle the Bondholders to require the Issuer to redeem the Bonds, and if the Issuer does not redeem the Bonds as a result thereof, this shall not constitute

aus diesem Grunde nicht erfolgte Rückzahlung der Schuldverschreibungen begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

- (7) Kein Kündigungsrecht oder Recht auf vorzeitige Fälligkeitstellung der Anleihegläubiger.

Die Anleihegläubiger sind weder zur Kündigung noch anderweitig zur vorzeitigen Fälligkeitstellung der Schuldverschreibungen berechtigt.

§ 6 Zahlungen

- (1) (a) Die Emittentin verpflichtet sich, Kapital und Zinsen auf die Schuldverschreibungen bei Fälligkeit in Euro zu zahlen. Die Zahlung von Kapital und Zinsen erfolgt über die Zahlstelle zur Weiterleitung an das Clearingsystem oder nach dessen Weisung zur Gutschrift für die jeweiligen Kontoinhaber.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch eine Vorläufige Globalurkunde verbrieft sind, erfolgt nach ordnungsgemäßem Nachweis gemäß § 2(2).

- (b) Sämtliche Zahlungen stehen in allen Fällen unter dem Vorbehalt geltender steuerlicher und sonstiger gesetzlicher Vorschriften, Richtlinien, Verordnungen oder Verträge, denen sich die Emittentin, die Zahlstelle oder eine Zahlstelle unterworfen haben. Die Emittentin ist nicht für irgendwelche Steuern oder Abgaben gleich welcher Art verantwortlich, die aufgrund solcher gesetzlichen Vorschriften, Richtlinien, Verordnungen oder Verträge auferlegt oder erhoben werden. Dies berührt jedoch nicht die Bestimmungen von § 7. Den Anleihegläubigern werden keine Kosten oder Gebühren in Bezug auf diese Zahlungen auferlegt.
- (c) Die Emittentin wird durch Leistung der Zahlung an das Clearingsystem oder an dessen Order von ihrer Zahlungsverpflichtung befreit.
- (2) Falls ein Fälligkeitstag für die Zahlung von Kapital und/oder Zinsen und/oder Zinsrückständen kein Geschäftstag ist, erfolgt die Zahlung erst am

a default of the Issuer or any other breach of its obligations under the Bonds or for any purpose.

- (7) No put or acceleration right of the Bondholders.

The Bondholders shall have neither any put right nor any other right to accelerate the redemption of the Bonds.

§ 6 Payments

- (1) (a) The Issuer undertakes to pay, as and when due, principal and interest on the Bonds in Euro. Payment of principal and interest on the Bonds will be made through the Paying Agent for on-payment to the Clearing System or to its order for credit to the respective account holders.

Payment of interest on Bonds represented by a Temporary Global Bond shall be made, upon due certification as provided in § 2(2).

- (b) All payments will be subject in all cases to any applicable fiscal and other laws, directives, regulations or agreements to which the Issuer, the Paying Agent or any Paying Agent, as the case may be, agree to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of § 7. No commission or expenses shall be charged to the Bondholders in respect of such payments.
- (c) The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (2) If the due date for any payment of principal and/or interest and/or Arrears of Interest is not a Business Day, payment will be made only on the next Business

nächstfolgenden Geschäftstag (außer im Fall eines Variablen Zinszahlungstags). Die Anleihegläubiger sind nicht berechtigt, Zinsen oder eine andere Entschädigung wegen eines solchen Zahlungsaufschubs zu verlangen.

- (3) Bezugnahmen in diesen Anleihebedingungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen schließen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren Zusätzlichen Beträge (wie dort definiert) ein.

§ 7

Besteuerung

Sämtliche Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen werden ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlicher Gebühren jedweder Art ("**Steuern**") geleistet, die von dem Staat, in dem die Emittentin steuerlich ansässig ist, oder eine seiner Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, sofern nicht die Emittentin kraft Gesetzes oder einer sonstigen Rechtsvorschrift zu einem solchen Einbehalt oder Abzug verpflichtet ist. Sofern die Emittentin zu einem solchen Einbehalt oder Abzug verpflichtet ist, wird die Emittentin zusätzliche Beträge (die "**Zusätzlichen Beträge**") an die Anleihegläubiger zahlen, so dass die Anleihegläubiger die Beträge erhalten, die sie ohne den betreffenden Einbehalt oder Abzug erhalten hätten. Solche Zusätzlichen Beträge sind jedoch nicht zahlbar wegen solcher Steuern in Bezug auf Schuldverschreibungen,

- (a) die von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) die wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Anleihegläubigers zu dem Staat, in dem die Emittentin steuerlich ansässig ist, zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in dem Staat, in dem die Emittentin steuerlich ansässig ist, stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

Day (except as provided in relation to a Floating Interest Payment Date). The Bondholders will have no right to claim payment of any interest or other indemnity in respect of such delay in payment.

- (3) References in these Terms and Conditions to principal and interest on the Bonds include, to the extent applicable, all Additional Amounts payable pursuant to § 7 (as therein defined).

§ 7

Taxation

All payments of principal and interest in respect of the Bonds will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Issuer's country of domicile for tax purposes or any political subdivision or any authority or any agency of or in the Issuer's country of domicile for tax purposes that has power to tax, unless the Issuer is compelled by law to make such withholding or deduction. If the Issuer is required to make such withholding or deduction, the Issuer will pay such additional amounts (the "**Additional Amounts**") to the Bondholders as the Bondholders would have received if no such withholding or deduction had been required, except that no such Additional Amounts will be payable for any such Taxes in respect of any Bond:

- (a) which are payable by any person acting as custodian bank or collecting agent on behalf of a Bondholder, 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) which are payable by reason of the Bondholder having, or having had, some personal or business connection with the Issuer's country of domicile for tax purposes and not merely by reason of the fact that payments in respect of the Bonds are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Issuer's country of domicile for tax purposes; or

- (c) die aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung oder Verständigung über deren Besteuerung, an der der Staat, in dem die Emittentin steuerlich ansässig ist, oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung, Vereinbarung oder Verständigung umsetzt oder befolgt oder die zum Zwecke von deren Befolgung eingeführt wurde, abzuziehen oder einzubehalten sind; oder
- (d) die aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § 11 wirksam wird.

Die Emittentin ist keinesfalls verpflichtet, zusätzliche Beträge in Bezug auf einen Einbehalt oder Abzug von Beträgen zu zahlen, die gemäß Sections 1471 bis 1474 des US-amerikanischen Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgebestimmungen), gemäß zwischenstaatlichen Abkommen, gemäß den in einer anderen Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem US-amerikanischen Internal Revenue Service geschlossenen Verträgen von der Emittentin, der jeweiligen Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden ("**FATCA-Steuerabzug**"), oder Anleger in Bezug auf einen FATCA-Steuerabzug schadlos zu halten.

§ 8

Vorlegungsfrist, Verjährung

Die Vorlegungsfrist der Schuldverschreibungen wird auf zehn Jahre reduziert. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 9

Zahlstellen und Berechnungsstellen

- (1) Bestellung.

Die Emittentin hat die Deutsche Bank Aktiengesellschaft zur Zahlstelle (die "**Zahlstelle**") und zur Berechnungsstelle (die "**Berechnungsstelle**") bestellt.

- (c) which are to be 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 Issuer's country of domicile for tax purposes 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) which are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due or is duly provided for and notice thereof is published in accordance with § 11, whichever occurs later.

In any event, the Issuer will have no obligation to pay additional amounts deducted or withheld by the Issuer, the relevant Paying Agent or any other party in relation to any withholding or deduction of any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"), or to indemnify any investor in relation to any FATCA Withholding.

§ 8

Presentation Period, Prescription

The period for presentation of the Bonds will be reduced to ten years. The period of limitation for claims under the Bonds presented for payment during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 9

Paying and Calculation Agents

- (1) Appointment.

The Issuer has appointed Deutsche Bank Aktiengesellschaft as paying agent (the "**Paying Agent**") and as calculation agent (the "**Calculation Agent**") with respect to the Bonds.

(2) Änderung oder Beendigung der Bestellung.

Die Emittentin wird dafür sorgen, dass stets eine Zahlstelle und eine Berechnungsstelle vorhanden sind. Die Emittentin ist berechtigt, andere international anerkannte Banken als Zahlstelle bzw. eine international anerkannte Bank oder einen Finanzberater mit einschlägiger Expertise als Berechnungsstelle zu bestellen. Die Emittentin ist weiterhin berechtigt, die Bestellung der Zahlstelle oder der Berechnungsstelle zu beenden. Im Falle einer solchen Beendigung oder falls die Zahlstelle oder Berechnungsstelle nicht mehr als Zahlstelle oder Berechnungsstelle in der jeweiligen Funktion tätig werden kann oder will, bestellt die Emittentin eine andere international anerkannte Bank als Zahlstelle bzw. eine international anerkannte Bank oder einen Finanzberater mit einschlägiger Expertise als Berechnungsstelle. Eine solche Bestellung oder Beendigung der Bestellung ist baldmöglichst gemäß § 11 mitzuteilen.

(3) Status der beauftragten Stellen.

Die Zahlstellen und die Berechnungsstelle handeln ausschließlich als Vertreter der Emittentin und übernehmen keine Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Vertrags-, Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet. Die Zahlstellen und die Berechnungsstelle sind von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuchs befreit.

(4) Wenn die Emittentin gemäß § 4(2)(e) einen Unabhängigen Berater bestellt, dann ist § 9(3) auf den Unabhängigen Berater entsprechend anzuwenden.

(2) Variation or termination of appointment.

The Issuer will procure that there will at all times be a Paying Agent and a Calculation Agent. The Issuer is entitled to appoint other banks of international standing as paying agents, or another bank of international standing or a financial adviser with relevant expertise as Calculation Agent. Furthermore, the Issuer is entitled to terminate the appointment of the Paying Agent or the Calculation Agent. In the event of such termination or the Paying Agent or Calculation Agent being unable or unwilling to continue to act as Paying Agent or Calculation Agent in the relevant capacity, the Issuer will appoint another bank of international standing as Paying Agent or a bank of international standing or a financial adviser with relevant expertise as Calculation Agent. Such appointment or termination will be published as soon as practicable in accordance with § 11.

(3) Status of the Agents.

The Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of contract, agency or trust for or with any of the Bondholders. The Paying Agents and the Calculation Agent are exempt from the restrictions of § 181 of the German Civil Code (*Bürgerliches Gesetzbuch*).

(4) If the Issuer appoints an Independent Adviser in accordance with § 4(2)(e), § 9(3) shall apply *mutatis mutandis* to the Independent Adviser.

§ 10 Weitere Emissionen

Die Emittentin kann ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen begeben, die in jeder Hinsicht (gegebenenfalls mit Ausnahme des Tages der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) die gleichen Bedingungen wie die Schuldverschreibungen dieser Anleihe haben und die zusammen mit den Schuldverschreibungen dieser Anleihe eine einheitliche Serie bilden. Der Begriff "Schuldverschreibungen" umfasst im Fall einer solchen weiteren Begebung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 10 Further Issues

The Issuer may, from time to time, without the consent of the Bondholders, create and issue further bonds having the same terms and conditions as the Bonds in all respects (or in all respects except for the issue date, the interest commencement date and/or the issue price) so as to form a single series with the Bonds. The term "Bonds" shall, in the event of such further issue, also comprise such further bonds.

Eine Aufstockung der Schuldverschreibungen gemäß diesem § 10 darf nicht durchgeführt werden, wenn diese Aufstockung zum Eintritt eines Aufsichtsrechtlichen Ereignisses führen würde, aufgrund dessen die Emittentin berechtigt wäre, die Schuldverschreibungen gemäß § 5(4) zurückzuzahlen.

§ 11 Mitteilungen

- (1) Vorbehaltlich der Bestimmungen in Satz 2 des nachstehenden § 11(2) werden alle Mitteilungen, die die Schuldverschreibungen betreffen, auf der Internetseite der Luxemburger Wertpapierbörse (derzeit www.bourse.lu) veröffentlicht, solange die Schuldverschreibungen auf Veranlassung der Emittentin an der Luxemburger Wertpapierbörse notiert sind und die Regeln der Luxemburger Wertpapierbörse dies vorsehen. Jede solche Mitteilung gilt am Tag ihrer Veröffentlichung (oder, falls sie mehr als einmal veröffentlicht wird, am Tag der ersten Veröffentlichung) als wirksam erfolgt.
- (2) Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger übermitteln. Eine solche Mitteilung über das Clearingsystem ersetzt die Veröffentlichung gemäß vorstehendem § 11(1) jedoch nur, wenn und soweit nicht eine Veröffentlichung der betreffenden Mitteilung gemäß vorstehendem § 11(1) gesetzlich oder durch anwendbare Vorschriften der Luxemburger Wertpapierbörse vorgeschrieben ist.
- (3) Wenn eine die Schuldverschreibungen betreffende Mitteilung nach anwendbarem Recht im Bundesanzeiger bekanntzumachen ist, erfolgt zusätzlich die Veröffentlichung der betreffenden Mitteilung im Bundesanzeiger. Die Veröffentlichung einer solchen Mitteilung im Bundesanzeiger berührt nicht die Wirksamkeit einer Mitteilung gemäß § 11(1) und (2).

§ 12 Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger; Gemeinsamer Vertreter

- (1) Die Emittentin kann mit den Anleihegläubigern Änderungen der Anleihebedingungen oder sonstige Maßnahmen durch Mehrheitsbeschluss der Anleihegläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus

No increase of the Bonds will be made in accordance with this § 10 if such increase would result in a Regulatory Event entitling the Issuer to redeem the Bonds in accordance with § 5(4).

§ 11 Notices

- (1) Subject as provided in sentence 2 of § 11(2) below, for so long as the Bonds are admitted to trading on the Luxembourg Stock Exchange at the initiative of the Issuer and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Bonds shall be published on the website of the Luxembourg Stock Exchange (currently www.bourse.lu). Any such notice so given will be deemed to have been validly given on the day of its publication (or, if published more than once, on the day of the first such publication).
- (2) The Issuer will deliver all notices concerning the Bonds to the Clearing System for communication by the Clearing System to the Bondholders. Such notification via the Clearing System will substitute the publication pursuant to § 11(1) above, but only if and to the extent that a publication of notice pursuant to § 11(1) above is not required by law or by applicable rules of the Luxembourg Stock Exchange.
- (3) If the publication of any notice concerning the Bonds is required to be made by applicable law in the German Federal Gazette (*Bundesanzeiger*), the relevant notice shall also be published in the German Federal Gazette (*Bundesanzeiger*). The publication of any such notice in the German Federal Gazette (*Bundesanzeiger*) shall be without prejudice to the efficacy of any notice in made accordance with § 11(1) and (2).

§ 12 Amendments to the Terms and Conditions by Resolution of the Bondholders; Joint Representative

- (1) The Issuer may agree with the Bondholders on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Bondholders pursuant to § 5 *et seqq.* of the German Act on Issues of Debt Securities (*Gesetz über*

Gesamtemissionen in der jeweils geltenden Fassung ("**SchVG**") beschließen.

Das Recht der Emittentin gemäß diesem § 12(1) steht unter folgenden Vorbehalten:

- (i) den in § 3(2), § 3(3), § 3(4) und § 5(6) genannten aufsichtsrechtlichen Beschränkungen;
- (ii) der Erfüllung der zum Zeitpunkt einer Änderung der Anleihebedingungen jeweils geltenden Anwendbaren Aufsichtsrechtlichen Vorschriften für die Einbeziehung der Schuldverschreibungen in die Berechnung der Eigenmittel für Zwecke der Ermittlung der Solvabilität der Emittentin auf individueller Ebene und/oder der Gruppen-Solvabilität der Hannover Rück-Gruppe und/oder der Gruppen-Solvabilität der Gruppe der Obersten Muttergesellschaft, als Tier-2-Kapital (oder eine bessere Eigenmittelkategorie); und
- (iii) der vorherigen Zustimmung der Zuständigen Aufsichtsbehörde (sofern im betreffenden Zeitpunkt eine solche vorherige Zustimmung aufgrund der Anwendbaren Aufsichtsrechtlichen Vorschriften erforderlich ist).

Eine Änderung der Anleihebedingungen ohne Zustimmung der Emittentin scheidet aus. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen durch Beschlüsse der Anleihegläubiger mit den in dem nachstehenden § 12(2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger gleichermaßen verbindlich.

- (2) Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, können die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte beschließen. Beschlüsse, durch welche wesentliche Inhalte der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nr. 1 bis 9 SchVG, geändert oder sonstige wesentliche Maßnahmen beschlossen werden, bedürfen einer Mehrheit von mindestens 75 % der an der

Schuldverschreibungen aus Gesamtemissionen – SchVG), as amended ("**SchVG**").

The Issuer's right under this § 12(1) is subject to the following restrictions:

- (i) the regulatory restrictions set out in § 3(2), § 3(3), § 3(4) and § 5(6);
- (ii) the compliance with the Applicable Supervisory Regulations at the time of an amendment of the Terms and Conditions for the Bonds to qualify for the inclusion in the determination of the own funds for solvency purposes of the Issuer on an individual basis and/or for group solvency purposes of the Hannover Re Group and/or for group solvency purposes of the Ultimate Parent's Group, as Tier 2 Capital (or a better category of own funds); and
- (iii) the prior consent of the Competent Supervisory Authority (if under the Applicable Supervisory Regulations such prior consent is required at the time).

There will be no amendment of the Terms and Conditions without the Issuer's consent. In particular, the Bondholders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5 paragraph 3 SchVG by resolutions passed by such majority of the votes of the Bondholders as stated under § 12(2) below. A duly passed majority resolution shall be binding equally upon all Bondholders.

- (2) Except as provided by the following sentence and provided that the quorum requirements are being met, the Bondholders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5 paragraph 3 numbers 1 through 9 SchVG, or which relate to material other matters, may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**").

Abstimmung teilnehmenden Stimmrechte (eine "Qualifizierte Mehrheit").

- (3) Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und §§ 5 ff. SchVG fassen.
- (a) Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens an dem dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (b) Zusammen mit der Stimmabgabe müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung ohne Versammlung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.
- (4) Wird für die Gläubigerversammlung gemäß § 12(3)(a) oder die Abstimmung ohne Versammlung gemäß § 12(3)(b) die mangelnde Beschlussfähigkeit festgestellt, kann – im Falle der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Falle der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 18 Absatz 4 Satz 2 und § 15 Absatz 3 Satz 3 SchVG einberufen. Die
- (3) The Bondholders can pass resolutions in a bondholders' meeting (*Gläubigerversammlung*) in accordance with § 5 *et seqq.* SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and § 5 *et seqq.* SchVG.
- (a) Attendance at the bondholders' meeting and exercise of voting rights is subject to the Bondholders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the bondholders' meeting. As part of the registration, Bondholders must provide evidence of their eligibility to participate in the vote by means of a special confirmation of the Custodian in text form and by submission of a blocking instruction by the Custodian stating that the relevant Bonds are not transferable from and including the day such registration has been sent until and including the stated end of the bondholders' meeting.
- (b) Together with casting their vote, Bondholders must provide evidence of their eligibility to participate in the vote without a meeting by means of a special confirmation of the Custodian in text form and by submission of a blocking instruction by the Custodian stating that the relevant Bonds are not transferable from and including the day such vote has been cast until and including the day the voting period ends.
- (4) If it is ascertained that no quorum exists for the bondholders' meeting pursuant to § 12(3)(a) or the vote without a meeting pursuant to § 12(3)(b), in case of a bondholders' meeting the chair (*Vorsitzender*) may convene a second meeting in accordance with § 15 paragraph 3 sentence 2 SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of § 18 paragraph 4 sentence 2 and § 15 paragraph 3 sentence 3 SchVG. Attendance at the second meeting

Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Für die Anmeldung der Anleihegläubiger zu einer zweiten Versammlung gelten die Bestimmungen des § 12(3)(a) entsprechend.

- (5) Die Anleihegläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters der Gläubiger (der "**Gemeinsame Vertreter**"), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Anleihegläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder sonstigen wesentlichen Maßnahmen gemäß § 12(2) zuzustimmen.
- (6) Bekanntmachungen betreffend diesen § 12 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.
- (7) Im Fall einer Schuldnerersetzung gemäß § 13(1) gilt § 12 entsprechend für die Änderung der Garantie gemäß § 13(1)(d), und Änderungen der Anleihebedingungen und dieser Garantie sind nur mit Zustimmung der Neuen Emittentin und der Hannover Rück SE als Garantin zulässig.

§ 13 Ersetzung

- (1) Ersetzung.

Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der Anleihegläubiger eine andere Gesellschaft (soweit es sich bei dieser Gesellschaft nicht um ein Versicherungsunternehmen handelt), die direkt oder indirekt von der Emittentin kontrolliert wird, als neue Emittentin für alle sich aus oder im Zusammenhang mit den Schuldverschreibungen ergebenden Verpflichtungen mit schuldbefreiender Wirkung für die Emittentin an die Stelle der Emittentin zu setzen (die "**Neue Emittentin**"), sofern

- (a) die Neue Emittentin sämtliche Verpflichtungen der Emittentin aus oder im Zusammenhang mit den Schuldverschreibungen übernimmt; und
- (b) die Emittentin und die Neue Emittentin sämtliche für die Schuldnerersetzung und die

and exercise of voting rights is subject to the Bondholders' registration. The provisions set out in § 12(3)(a) shall apply *mutatis mutandis* to Bondholders' registration for a second meeting.

- (5) The Bondholders may by majority resolution provide for the appointment or dismissal of a bondholders' joint representative (the "**Bondholders' Representative**"), the duties and responsibilities and the powers of such Bondholders' Representative, the transfer of the rights of the Bondholders to the Bondholders' Representative and a limitation of liability of the Bondholders' Representative. Appointment of a Bondholders' Representative may only be passed by a Qualified Majority if such Bondholders' Representative is to be authorised to consent, in accordance with § 12(2), to a material change in the substance of the Terms and Conditions or other material matters.
- (6) Any notices concerning this § 12 shall be made exclusively pursuant to the provisions of the SchVG.
- (7) In the event of a substitution pursuant to § 13(1), § 12 shall apply *mutatis mutandis* for an amendment of the guarantee pursuant to § 13(1)(d), and the Terms and Conditions and such guarantee may only be amended with the consent of the New Issuer and Hannover Rück SE as guarantor.

§ 13 Substitution

- (1) Substitution.

The Issuer may at any time, without the consent of the Bondholders, substitute for itself any other company (other than an insurance undertaking) which is directly or indirectly controlled by the Issuer as new issuer (the "**New Issuer**") in respect of all obligations arising under or in connection with the Bonds with the effect of releasing the Issuer of all such obligations, if:

- (a) the New Issuer assumes any and all obligations of the Issuer arising under or in connection with the Bonds; and
- (b) the Issuer and the New Issuer have obtained all internal authorisations necessary for the

Erfüllung der Verpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen erforderlichen internen Zustimmungen erhalten haben, und die Zuständige Aufsichtsbehörde der Ersetzung zuvor zugestimmt hat; und

- (c) die Neue Emittentin in der Lage ist, sämtliche zur Erfüllung der aufgrund der Schuldverschreibungen bestehenden Zahlungsverpflichtungen erforderlichen Beträge in Euro an das Clearingsystem zu zahlen, und zwar ohne Abzug oder Einbehalt von Steuern oder sonstigen Abgaben jedweder Art, die von dem Land (oder den Ländern), in dem (in denen) die Neue Emittentin ihren Sitz oder Steuersitz hat, auferlegt, erhoben oder eingezogen werden; und
- (d) die Emittentin unwiderruflich die Verpflichtungen der Neuen Emittentin aus den Schuldverschreibungen auf nachrangiger Basis zu Bedingungen garantiert, die sicherstellen, dass jeder Anleihegläubiger wirtschaftlich nicht schlechter gestellt wird, als er ohne die Ersetzung stehen würde; und
- (e) die Rückzahlungs- und Rückkaufbedingungen zum Zeitpunkt der Ersetzung erfüllt sind; diese finden auf die Ersetzung entsprechende Anwendung.

(2) Bezugnahmen.

Im Fall einer Schuldnerersetzung gemäß § 13(1) gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin als eine solche auf die Neue Emittentin.

Klarstellend sei erwähnt, dass dies nur gilt, soweit sich nicht aus Sinn und Zweck der jeweiligen Bedingung ergibt, dass die Bezugnahme entweder weiterhin nur auf die Hannover Rück SE erfolgen soll (also insbesondere im Hinblick auf die Solvabilität der Hannover Rück SE auf individueller Ebene, die Gruppen-Solvabilität der Hannover Rück-Gruppe und die Gruppen-Solvabilität der Gruppe der Obersten Muttergesellschaft, das Insolvenzereignis, das Obligatorische Zinszahlungsereignis, das Rechnungslegungsereignis, das Ratingereignis und § 5(2)), oder dass die Bezugnahme auf die Neue Emittentin und gleichzeitig auch auf die Hannover Rück SE, im Hinblick auf deren Verpflichtungen aus der Garantie gemäß § 13(1)(d), erfolgen soll (Gross-Up-Ereignis, Steuerereignis, Aufsichtsrechtliches

substitution and the fulfilment of the obligations arising under or in connection with the Bonds, and the Competent Supervisory Authority has given its prior consent to the substitution; and

- (c) the New Issuer is in the position to pay to the Clearing System in Euro and without deducting or withholding any taxes or other duties of whatever nature imposed, levied or deducted by the country (or countries) in which the New Issuer has its domicile or tax residence all amounts required for the performance of the payment obligations arising from or in connection with the Bonds; and
- (d) the Issuer irrevocably guarantees on a subordinated basis such obligations of the New Issuer under the Bonds on terms which ensure that each Bondholder will not be put in an economic position that is less favourable than if the substitution had not taken place; and
- (e) the Conditions to Redemption and Repurchase are fulfilled at the time of the substitution; these shall apply *mutatis mutandis* to the substitution.

(2) References.

In the event of a substitution pursuant to § 13(1), any reference in these Terms and Conditions to the Issuer shall be a reference to the New Issuer.

For the avoidance of doubt this shall apply only to the extent that the meaning and purpose of the relevant condition requires that the relevant reference shall continue to be a reference only to Hannover Rück SE (i.e. in particular in relation to the solvency applicable to Hannover Rück SE on an individual basis, the group solvency of the Hannover Re Group and the group solvency of the Ultimate Parent's Group, the Insolvency Event, the Compulsory Interest Payment Event, the Accounting Event, the Rating Event and § 5(2)), or that the reference shall be to the New Issuer and Hannover Rück SE, in relation to its obligations under the guarantee pursuant to § 13(1)(d), at the same time (Gross-Up Event, Tax Event, Regulatory Event, Accounting Event, Rating Event and Taxation).

Ereignis, Rechnungslegungsereignis, Ratingereignis und Besteuerung).

Im Fall einer Schuldnerersetzung gilt jede Bezugnahme auf die Bundesrepublik Deutschland (außer in § 15) als eine solche auf den Staat, in welchem die Neue Emittentin steuerlich ansässig ist, soweit sich aus Satz 2 nichts anderes ergibt.

(3) Mitteilung und Wirksamwerden der Ersetzung.

Die Ersetzung der Emittentin ist gemäß § 11 mitzuteilen. Mit der Veröffentlichung der Mitteilung der Ersetzung wird die Ersetzung wirksam und die Emittentin und im Fall einer wiederholten Anwendung dieses § 13 jede frühere Neue Emittentin von ihren sämtlichen Verpflichtungen aus den Schuldverschreibungen frei. Im Fall einer solchen Schuldnerersetzung werden die Wertpapierbörsen von der Emittentin informiert, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind.

(4) Nach einer Ersetzung gemäß diesem § 13 kann jede Neue Emittentin mit Zustimmung der Hannover Rück SE durch Mitteilung nach § 11 ohne Zustimmung der Anleihegläubiger die Ersetzung entsprechend rückgängig machen.

§ 14

Zweck der Schuldverschreibungen

Zweck der Schuldverschreibungen ist die Überlassung von Tier 2-Eigenmittelbestandteilen (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) an die Emittentin auf individueller Basis der Emittentin (Solo-Solvabilität), auf konsolidierter Basis der Hannover Rück-Gruppe (Gruppen-Solvabilität) und auf konsolidierter Basis der Gruppe der Obersten Muttergesellschaft (Gruppen-Solvabilität).

§ 15

Schlussbestimmungen

(1) Anzuwendendes Recht.

Form und Inhalt der Schuldverschreibungen sowie alle sich daraus ergebenden Rechte und Pflichten bestimmen sich nach dem Recht der Bundesrepublik Deutschland.

In the event of a substitution any reference to the Federal Republic of Germany (except in § 15) shall be a reference to the New Issuer's country of domicile for tax purposes, unless sentence 2 provides otherwise.

(3) Notice and effectiveness of substitution.

Notice of any substitution of the Issuer shall be given by notice in accordance with § 11. Upon publication of such notice of substitution, the substitution shall become effective, and the Issuer and in the event of a repeated application of this § 13, any previous New Issuer shall be discharged from any and all obligations under the Bonds. In the case of such substitution, the stock exchange(s) (if any) on which the Bonds are then listed at the initiative of the Issuer will be notified by the Issuer.

(4) Following a substitution pursuant to this § 13 any New Issuer may, with the consent of Hannover Rück SE, after giving notice in accordance with § 11 and without the consent of the Bondholders, reverse the substitution.

§ 14

Purpose of the Bonds

The purpose of the Bonds is to furnish the Issuer with Tier 2 own-fund items (regardless of the terminology used by the Applicable Supervisory Regulations) on an individual basis of the Issuer (solo solvency), on a consolidated basis of the Hannover Re Group (group solvency), and on a consolidated basis of the Ultimate Parent's Group (group solvency).

§ 15

Final Provisions

(1) Applicable law.

The form and the content of the Bonds as well as all the rights and duties arising therefrom are governed by, and construed in accordance with, the laws of the Federal Republic of Germany.

(2) Gerichtsstand.

Vorbehaltlich eines zwingend vorgeschriebenen Gerichtsstands für bestimmte Verfahren nach dem SchVG ist ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten, soweit gesetzlich zulässig, Frankfurt am Main, Bundesrepublik Deutschland. Die Emittentin verzichtet unwiderruflich darauf, gegenwärtig oder zukünftig gegen die Gerichte in Frankfurt am Main als Forum für die Verhandlung und Entscheidung von Verfahren sowie für die Beilegung von Rechtsstreitigkeiten Einwände zu erheben, und verpflichtet sich, keines der Gerichte in Frankfurt am Main als ungelegenes oder unangemessenes Forum zu bezeichnen.

(3) Erfüllungsort.

Erfüllungsort ist Frankfurt am Main, Bundesrepublik Deutschland.

(4) Geltendmachung von Rechten.

Jeder Anleihegläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen geltend zu machen gegen Vorlage:

- (i) einer Bescheinigung der Depotbank, die (A) den vollen Namen und die volle Anschrift des Anleihegläubigers bezeichnet, (B) den Gesamtnennbetrag von Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung den bei dieser Depotbank bestehenden Depots dieses Anleihegläubigers gutgeschrieben sind und (C) bestätigt, dass die Depotbank dem Clearingsystem und der Zahlstelle eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (A) und (B) enthält und Bestätigungsvermerke des Clearingsystems sowie des betroffenen Kontoinhabers bei dem Clearingsystem trägt; sowie
- (ii) einer von einem Vertretungsberechtigten des Clearingsystems oder der Zahlstelle beglaubigten Ablichtung der Globalurkunde; oder

(2) Place of jurisdiction.

Subject to any mandatory jurisdiction for specific proceedings under the SchVG, to the extent legally permissible, exclusive place of jurisdiction for all proceedings arising from matters provided for in these Terms and Conditions will be Frankfurt am Main, Federal Republic of Germany. The Issuer irrevocably waives any objection which it may now or hereafter have to the courts of Frankfurt am Main being nominated as the forum to hear and determine any proceedings and to settle any legal disputes and agrees not to claim that any of those courts is not a convenient or appropriate forum.

(3) Place of performance.

Place of performance will be Frankfurt am Main, Federal Republic of Germany.

(4) Enforcement of rights.

Any Bondholder may in any legal proceedings against the Issuer or to which the Bondholder and the Issuer are parties enforce in its own name its rights arising under his Bonds on the basis of:

- (i) a certificate issued by the Custodian (A) stating the full name and address of the Bondholder, (B) specifying the aggregate principal amount of Bonds credited on the date of such statement to such Bondholder's securities account(s) maintained with such Custodian and (C) confirming that the Custodian has given a written notice to the Clearing System and the Paying Agent containing the information specified in (A) and (B) and bearing acknowledgements of the Clearing System and the relevant account holder in the Clearing System; and
- (ii) a copy of the Global Bond relating to the Bonds, certified as being a true copy by a duly authorised officer of the Clearing System or the Paying Agent; or

(iii) eines anderen, in Rechtsstreitigkeiten in dem Land der Geltendmachung zulässigen Beweismittels.

§ 16
Sprache

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

(iii) any other means of evidence permitted in legal proceedings in the country of enforcement.

§ 16
Language

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

USE OF PROCEEDS

The net proceeds from the issue and sale of the Bonds will amount to approximately EUR 746,602,500.

The Issuer intends to use the net proceeds for general corporate purposes.

DESCRIPTION OF THE ISSUER AND THE HANNOVER RE GROUP

Overview

Incorporation, Corporate Seat, Duration, Corporate Purpose and Regulation

The Issuer is a European Company (*Societas Europaea*, "SE") operating under the laws of Germany and registered under its legal name "Hannover Rück SE" in the commercial register at the local court (*Amtsgericht*) in Hannover under the entry number HRB 6778. The Issuer conducts its business, amongst others, under the commercial name "Hannover Re". The LEI of Hannover Rück SE is 529900KIN5BE45V5KB18.

The Issuer was originally incorporated as a stock corporation under German law on 6 June 1966 in Bochum under the name "Aktiengesellschaft für Transport und Rückversicherung" and was renamed as "Hannover-Rückversicherungs-Aktiengesellschaft" in the year 1976 and as "Hannover Rück SE" in the year 2013. The founders of the Issuer were Feuerschadenverband rheinisch-westfälischer Zechen V.a.G., Haftpflichtverband der Deutschen Industrie V.a.G., Haftpflicht-Unterstützungs-Kasse kraftfahrender Beamter Deutschlands a.G., Schadensschutzverband GmbH and Westfalenbank AG. On 3 May 2012 the annual general meeting of shareholders (*Hauptversammlung*, the "AGM") of the Issuer approved the resolution of the executive board (*Vorstand*) of the Issuer (the "**Executive Board**") to transform the company into an SE. The transformation took place on 19 March 2013.

The registered office of the Issuer is at Karl-Wiechert-Allee 50, 30625 Hannover, Germany, telephone number +49 511 5604-0. The website of the Issuer is www.hannover-re.com. The information on the website does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus.

The corporate purpose of the Issuer, as stated in its articles of association (*Satzung*) (the "**Articles**"), is to pursue activities in the reinsurance business. The Issuer may also transact other insurance business. The Issuer is established for an unlimited period of time.

Fiscal Year

The fiscal year of the Issuer is the calendar year.

Auditor

The financial statements of the Issuer as at and for the fiscal years ended 31 December 2020 and 31 December 2021 and the consolidated financial statements of the Hannover Re Group as at and for the fiscal years ended 31 December 2020 and 31 December 2021 were audited by PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, with registered address at Fuhrberger Straße 5, 30625 Hannover, Germany ("**PwC**") and PwC has issued in each case an unqualified auditors' opinion. PwC is a member of the German Chamber of Auditors (*Wirtschaftsprüferkammer*).

Major Shareholders

Talanx AG, directly holds approximately 50.2 per cent. of the issued share capital of the Issuer. This participation is indirectly allocable to HDI-Haftpflichtverband der Deutschen Industrie V.a.G. which holds the majority stake in Talanx AG. The remaining approximately 49.8 per cent. of the issued share capital of the Issuer are in free float.

Organisational Structure

The Issuer is the parent company of the Hannover Re Group.

Business Overview

The Hannover Re Group with gross written premium ("**GWP**") of EUR 27.8 billion in the fiscal year ended 31 December 2021 is, based on the assessment of the Issuer, one of the leading reinsurers in the world. As at 31 December 2021, the Hannover Re Group had more than 3,000 staff and a network of more than 170 subsidiaries, branches and representatives' offices worldwide.

The Hannover Re Group comprises two segments: "Property & Casualty reinsurance" and "Life & Health reinsurance".

Property & Casualty reinsurance

The Hannover Re Group writes virtually all classes of Property & Casualty reinsurance on a global scale. In the fiscal year ended 31 December 2021, the Property & Casualty reinsurance segment recorded GWP of EUR 19,224 million.

The following tables provide an overview of the GWP in the Property & Casualty reinsurance segment:

Gross Written Premium in Property & Casualty reinsurance <i>in EUR million, audited</i>	As at and for the fiscal year ended 31 December 2021	As at and for the fiscal year ended 31 December 2020
Regional markets	11,541	10,170
Americas	4,374	3,713
APAC	2,421	2,104
EMEA including CIS	4,746	4,352
Worldwide Markets	7,683	6,575
Structured Reinsurance and Insurance-Linked-Securities	4,544	3,543
Facultative Reinsurance	1,064	896
Aviation and Marine	673	651
Agricultural Risks	559	653
Credit, Surety and Political Risks	843	832
Total	19,224	16,744

Life & Health reinsurance

The Hannover Re Group is transacting all lines of life, health, and annuity business within the Life & Health segment. In the fiscal year ended 31 December 2021, the Life & Health reinsurance segment recorded GWP of EUR 8,538 million.

The following tables provide an overview of the GWP in the Life & Health reinsurance segment:

Gross Written Premium in Life & Health reinsurance <i>in EUR million, audited</i>	As at and for the fiscal year ended 31 December 2021	As at and for the fiscal year ended 31 December 2020⁽¹⁾
Financial Solutions	1,330	1,270
Longevity	1,493	1,335
Mortality	3,218	3,036
Morbidity	2,497	2,386
Total	8,538	8,026

(1) Restated pursuant to IAS 8

Life reinsurance is reported by dividing the business into "Financial Solutions" and "Risk Solutions". Further differentiation is made between "Longevity", "Mortality" and "Morbidity" under the umbrella of Risk Solutions.

Financial Solutions

The Financial Solutions business is concentrated on reinsurance solutions geared to optimizing the solvency, liquidity and capital position of the customers of Hannover Re Group. These forms of reinsurance are highly diverse and individually structured because they are always tailored to the customer's needs.

Longevity

The Longevity reporting category groups together all reinsurance business where the primary risk covered is the longevity risk.

Mortality

The business discussed in this reporting category consists of covers that protect customers against the risk that people do not live as long as anticipated and hence the actual mortality negatively diverges from the originally expected mortality.

Morbidity

The Morbidity reporting category covers business centred around the risk of deterioration in a person's state of health due to disease, injury or infirmity.

Investments

As of 31 December 2021, the Hannover Re Group had a portfolio of total investments and cash under own management amounting to EUR 56.2 billion (31 December 2020: EUR 49.0 billion (restated)).

Net income from investments under own management in the fiscal year ended 31 December 2021 amounted to EUR 1,675 million (fiscal year ended 31 December 2020: EUR 1,464 million (restated)).

The following table provides an overview of the composition of the portfolio of total investments and cash under own management:

Breakdown of total investments and cash under own management <i>in EUR thousand, audited</i>	As of 31 December 2021	As of 31 December 2020⁽¹⁾
Fixed-income securities – held to maturity	48,632	185,577
Fixed-income securities – loans and receivables	2,443,629	2,312,840
Fixed-income securities – available for sale	45,473,677	38,851,723
Equity securities – available for sale	314,453	378,422
Financial assets at fair value through profit or loss	329,541	340,400
Investment property	1,818,754	1,589,238
Real estate funds	805,912	582,296
Investments in associated companies	238,110	361,617
Other invested assets	2,941,633	2,794,016
Short-term investments	443,793	327,426
Cash and cash equivalents	1,355,114	1,278,071
Total	56,213,248	49,001,626

(1) Restated pursuant to IAS 8

Litigation and Proceedings

Within the scope of their ordinary business activities the companies of the Hannover Re Group are involved in judicial and extra-judicial proceedings in Germany and abroad both as plaintiffs or petitioners and as defendants or respondents, in their capacity as reinsurance and insurance companies, taxpayers and employers, respectively. It is not always feasible to predict or determine the ultimate outcome of these proceedings.

However, the companies of the Hannover Re Group are not and were not during the previous 12 months, party to any governmental, legal or arbitration proceedings (including any pending or threatened proceedings), which may have, or have had in the recent past, significant effects on the Issuer or Hannover Re Group's financial position or profitability.

Material Contracts

The Issuer has not entered into any material contracts other than in the ordinary course of business which could result in the Issuer or any Hannover Re Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders under the Bonds.

Management

The Issuer has a dualistic management structure, which assigns management of the company to the Executive Board (*Vorstand*) and supervision of the Executive Board to the Supervisory Board (*Aufsichtsrat*).

Executive Board

As of the date of this Prospectus, the Executive Board consists of seven members. From 1 January 2023, Sharon Ooi will join the Executive Board as an additional member. Please see "*Recent Events*" below.

As at the date of this Prospectus the members of the Executive Board and their respective responsibilities are:

Name	Position	Principal Outside Activity
Jean-Jacques Henchoz	Chairman; Actuarial Function; Compliance; Corporate Communications; Group Operations & Strategy incl. Information Technology and Facility Management; Human Resources Management; (Group) Internal Auditing; (Group) Risk Management	Member of the Board of Management of Talanx AG, Hannover/Germany
Sven Althoff	Property & Casualty reinsurance: Coordination of Property & Casualty segment; Marine, Aviation, Credit, Surety and Political Risks, United Kingdom, Ireland and London Market, Facultative Reinsurance; North America and Caribbean; Group Quotation Services	Member of the Board of Directors of HDI Global Specialty SE, Hannover/Germany
Claude Chèvre	Life & Health Reinsurance: Africa, Asia, Australia/New Zealand, Middle East, Latin America, Western and Southern Europe; Analytics & Longevity Solutions	None
Clemens Jungsthöfel	Investment and Collateral Management; Group Finance Reinsurance Accounting and Valuation; Investor and Rating Agency Relations	Deputy Chairman of the Supervisory Board of Ampega Asset Management GmbH, Cologne/Germany Deputy Chairman of the Supervisory Board of Ampega Investment GmbH, Cologne/Germany
Dr. Klaus Miller	Life & Health Reinsurance: North America, Northern, Eastern and Central Europe, United Kingdom/Ireland, Bermuda	Member of the Advisory Board of Viridium Group GmbH & Co. KG, Neu-Isenburg/Germany Member of the Supervisory Board of Viridium Holding AG, Neu-Isenburg/Germany Alternate Director of Monument Insurance Group Limited, Hamilton/Bermuda Alternate Director of Monument Midco Limited, Hamilton/Bermuda

Name	Position	Principal Outside Activity
		Alternate Director of Monument Re Limited. Hamilton/Bermuda Alternate Director of Monument Finco Limited, George Town/Cayman Islands
Dr. Michael Pickel	Property & Casualty reinsurance: APAC and Middle East, German-speaking countries & Italy, Iberian Peninsula, Latin America excluding Caribbean; Group Legal Services; Run-Off Solutions	Member of the Supervisory Board of Delvag Luftversicherungs-AG, Cologne/Germany Member of the Advisory Board of Barmenia Versicherungsunternehmen, Wuppertal/Germany
Silke Sehm	Property & Casualty reinsurance: French-speaking countries; Northern, Central and Eastern Europe; Africa; Structured Reinsurance and Insurance-Linked Securities; Natural Catastrophe Reinsurance; Retrocessions	None

The Issuer has not been notified and has otherwise not been informed by any of the members of the Executive Board named above about any potential conflicts of interest between the obligations of the persons towards the Issuer and their own interests or other obligations.

The business address of the members of the Executive Board is Karl-Wiechert-Allee 50, 30625 Hannover, Germany.

Supervisory Board

As at the date of this Prospectus the following individuals are members of the Supervisory Board:

Name	Position within Supervisory Board	Principal Outside Activity
Torsten Leue	Chairman	Chairman of the Executive Board Talanx AG and HDI Haftpflichtverband der Deutschen Industrie V.a.G., Hannover/Germany Chairman of the Supervisory Board of - HDI Deutschland AG, Hannover/Germany - HDI AG, Hannover/Germany - HDI Global SE, Hannover/Germany - HDI International AG, Hannover/Germany - E+S Rückversicherung AG

Name	Position within Supervisory Board	Principal Outside Activity
Herbert K. Haas	Deputy Chairman	Chairman of the Supervisory Board of Talanx AG, Hannover/Germany Chairman of the Supervisory Board of HDI Haftpflichtverband der Deutschen Industrie V.a.G., Hannover/Germany
Natalie Bani Ardalan	Member	None
Frauke Heitmüller	Member	None
Ilka Hundeshagen	Member	None
Dr. Ursula Lipowsky	Member	Member of the Supervisory Board of Mecklenburgische Krankenversicherungs-AG, Hannover/Germany Member of the Supervisory Board of Mecklenburgische Lebensversicherungs-AG, Hannover/Germany Member of the Supervisory Board of Württembergische Lebensversicherung AG, Stuttgart/Germany
Dr. Michael Ollmann	Member	Independent Management Consultant Member of the Supervisory Board of HDI International AG, Hannover/Germany Member of the Supervisory Board of HDI Global SE, Hannover/Germany
Dr. Andrea Pollak	Member	Independent Management Consultant Deputy Chairwoman of the Supervisory Board of Fronius International GmbH, Pettenbach/Austria
Dr. Erhard Schipporeit	Member	Independent Management Consultant Member of the Supervisory Board of BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg/Germany Member of the Supervisory Board of HDI Haftpflichtverband der Deutschen Industrie V.a.G., Hannover/Germany Member of the Supervisory Board of RWE AG, Essen/Germany Member of the Supervisory Board of Talanx AG, Hannover/Germany

The Issuer has not been notified and has otherwise not been informed by any of the members of the Supervisory Board named above about any potential conflicts of interest between the obligations of the persons towards the Issuer and their own interests or other obligations.

The business address of the members of the Supervisory Board is Karl-Wiechert-Allee 50, 30625 Hannover, Germany.

Key Figures

Unless otherwise specified, the following table provides for key figures with regard to Hannover Re Group's results of operating and financial position which are extracted or derived from the consolidated financial statements of the Issuer and Hannover Re Group as at and for the fiscal years ended 31 December 2021 and 2020.

<i>in EUR million, unless otherwise specified audited</i>	As at and for the fiscal year ended 31 December 2021	As at and for the fiscal year ended 31 December 2020⁽¹⁾
Gross written premium	27,762.3	24,770.3
Net premium earned	24,143.7	21,360.8
Net investment income ⁽²⁾	1,943.0	1,685.5
Operating profit (EBIT) ⁽²⁾	1,734.8	1,214.1
Group net income ⁽²⁾	1,231.3	883.1
Policyholders' surplus ⁽²⁾	15,733.6	14,071.0
Total assets	82,902.3	71,437.5
Combined Ratio (Property and Casualty Reinsurance) ⁽²⁾⁽³⁾	97.7%	101.6%
Solvency ratio ⁽⁴⁾⁽⁵⁾	248%	240%

(1) Restated pursuant to IAS 8

(2) See "Alternative Performance Measures" below.

(3) Including expenses on funds withheld and contract deposits.

(4) Unaudited.

(5) With regard to Hannover Rück SE.

Alternative Performance Measures

This Prospectus contains non-IFRS measures and ratios which are not required by, or presented in accordance with, IFRS or the accounting standards of any other jurisdiction. The non-IFRS measures may not be comparable to other similarly titled measures of other companies and should be considered together with the Hannover Re Group's IFRS results. Investors should rely on Hannover Re Group's IFRS results, supplemented by its non-IFRS measures, to evaluate the Group's performance. The Issuer also believes that non-IFRS measures and similar measures are widely used by certain investors, securities analysts and other interested parties as supplemental measures of operating performance and financial standing.

Net investment income

Definition and use

The net investment income is a measure of the profitability of a company's investments. It is one of Hannover Re Group's key operational management indicators as the performance of the Group's investments – along with the underwriting result – is determinative for the Group's operating profit (EBIT). It is composed of the net income from assets under own management as well as the balance of interest income and expenses on funds withheld and contract deposits.

Limitations on usefulness

The net investment income is subject to fluctuations that are not attributable solely to the performance of the Hannover Re Group but are also influenced by factors such as changes in interest rates and exchange rates or changes in the consolidated group resulting from acquisitions and disposals.

Earnings before interest and taxes (EBIT)

Definition and use

The EBIT (operating profit) is the sum of the investment income, the underwriting result and the other income/expenses including amortisation of goodwill but excluding interest for other capital borrowed for financing purposes (financing costs) and before taxes (taxes on income). The EBIT is a measure of a company's profitability. Interest and taxes are excluded because they are external factors that do not reflect the underlying profitability of ongoing business operations. The EBIT thus highlights the profitability of the company attributable to its ongoing business operations.

Limitations on usefulness

The operating profit is subject to fluctuations that are not attributable solely to the performance of the Hannover Re Group but are also influenced by factors such as changes in interest rates and exchange rates or changes in the consolidated group resulting from acquisitions and disposals.

Reconciliation

EBIT =

Net premium earned
+ Net investment income
+ Other technical income
- Total technical expenses
+ Other income/expenses

in EUR thousands, audited

	As at for the fiscal year ended 31 December 2021
Net premium earned	24,143,652
Net investment income	1,943,012
Other technical income	114
Total technical expenses	24,623,136
Other income/expenses	271,185
EBIT	1,734,827

Group net income

Definition and use

Group net income is the consolidated result for the year / period (after financing costs and taxes) excluding non-controlling interests. It represents the amount remaining after deduction of all operating expenses, interest and taxes from the company's total revenue. It is an important measure that shows how successful the company operated in a certain period. Group net income is therefore one of the Group's key operational management indicators.

Limitations on usefulness

The Group net income is subject to fluctuations that are not attributable solely to the performance of the Hannover Re Group but are also influenced by factors such as changes in interest rates and exchange rates or changes in the consolidated group resulting from acquisitions and disposals.

Policyholders' surplus

Definition and use

The policyholders' surplus is the sum of the shareholders' equity, non-controlling interests and hybrid capital. The policyholders' surplus provides information about the capital resources of a company.

Limitations on usefulness

Taken in isolation, the policyholders' surplus does not provide any information about the financial strength of a company and should be considered in conjunction with the risks from business operations. Furthermore, it includes elements that are influenced by changes in interest rates and exchange rates.

Reconciliation

Policyholders' Surplus =
Equity attributable to shareholders of Hannover Rück SE
+ Non-controlling interests
+ Hybrid capital

<i>in EUR million, audited</i>	As of 31 December 2021
Equity attributable to shareholders of Hannover Rück SE	11,885.0
Non-controlling interests	871.2
Hybrid capital	2,977.4
Policyholders' surplus	15,733.6

Combined ratio (Property and Casualty Reinsurance)

Definition and use

The combined ratio (Property and Casualty Reinsurance) is the sum of the "loss ratio" and the "expense ratio" including the net investment income from funds withheld and contract deposits.

The "loss ratio" represents the ratio of total claims and claims expenses incurred for own account to net premium earned. It enables conclusions to be drawn regarding how successfully underwriting risks are written.

The "expense ratio" is the ratio of acquisition and administrative expenses to net premium earned. It enables conclusions to be drawn regarding the efficiency of service performance.

In the segment Property & Casualty reinsurance the combined ratio is a key operational management ratio. It is used to draw conclusions about the profitability of the segment. A ratio below 100% means a positive underwriting result.

Limitations on usefulness

The combined ratio (Property and Casualty Reinsurance) is used to establish underwriting profitability, but it does not capture the profitability of the investment performance or the other income/expenses. Even in the event of a combined ratio (Property and Casualty Reinsurance) over 100%, the operating profit and/or the net income for the period / year can still be positive due to favourable investment income and/or positive other income/expenses.

Reconciliation

Combined ratio (Property and Casualty Reinsurance) =
(Claims and claims expenses
+ Commission and brokerage, change in deferred acquisition costs and other technical income / expenses
+ Administrative expenses
- Income / expense on funds withheld and contract deposits)
/ Net premium earned

<i>in EUR thousands, audited</i>	As at for the fiscal year ended 31 December 2021
Net premium earned	16,623,863
Income / expense on funds withheld and contract deposits	48,527
Claims and claims expenses	11,514,353
Commission and brokerage, change in deferred acquisition costs and other technical income/expenses	4,529,517
Administrative expenses	245,050
Combined ratio (Property and Casualty Reinsurance)⁽¹⁾	97.7%

(1) Including expenses on funds withheld and contract deposits.

Regulatory capital adequacy of the Issuer and of the Hannover Re Group

The definition and calculation of eligible own funds and capital requirements applicable to the Issuer and Hannover Re Group are governed by the Solvency II rules that came into force on 1 January 2016.

Hannover Re Group's quantitative risk management provides for a standardised framework for the assessment and management of all risks the undertaking is exposed to and of Hannover Re Group's and the Issuer's capital position. The required capital under the Solvency II rules is calculated by the Issuer based on an internal model which was approved by the competent authority. It is a stochastic enterprise model, covering all subsidiaries and business areas of Hannover Re Group. This allows for a determination of the Solvency Capital Requirement ("**SCR**") for all quantifiable risks under Solvency II.

In order to mitigate the effect of temporary value fluctuations due to credit spread movements on the bond market, the Issuer applies the static volatility adjustment according to § 82 of the Insurance Supervision Law (*Gesetz über die Beaufsichtigung der Versicherungsunternehmen – VAG*) and uses the dynamic volatility adjustment in its internal model.

The key figure in the context of the risk and company management is the economic capital, which is evaluated according to market-consistent valuation principles and forms the basis for the calculation of the Solvency II capital. The SCR is calculated based on the Value at Risk ("**VaR**") of the economic capital over a period of one year with a confidence level of 99.5%, in accordance with Solvency II. VaR measures the worst expected loss under normal conditions.

The internal model reflects all risks influencing the development of the economic capital. Risk profiles are used to define aggregated risk factors that are subsumed under generic concepts such as "underwriting risk". These profiles are classified into underwriting, market, counterparty default and operational risks.

In addition to the SCR, a minimum capital requirement ("**MCR**") must also be calculated. Pursuant to § 122 of the VAG, the MCR corresponds to an amount of eligible basic own funds below which policyholders and beneficiaries would be exposed to an unacceptable level of risk were the insurer allowed to continue its operations.

For regulatory purposes, the SCR and MCR figures should be regarded as "soft" and "hard" floors, respectively. That is, a tiered intervention process applies once the eligible own funds of the insurance company falls below the SCR, with intervention becoming progressively more intense as the capital holdings approach the MCR.

A solvency balance sheet prepared in accordance with Solvency II is used to determine the excess of the assets over its liabilities, with both assets and liabilities being measured at market consistent value. This surplus is the key element of eligible own funds. Other components mainly comprise eligible subordinated liabilities, which need to be added to the calculation, and foreseeable dividends, distributions and own shares, which need to be deducted. Furthermore, some own funds are subject to tiering, i.e. eligibility limitations.

The relationship between the SCR and eligible own funds according to Solvency II is expressed using the concept of the capitalization ratio, as a ratio of eligible own funds to SCR ("**SCR Ratio**"). Respectively, the "**MCR Ratio**" is defined as the ratio of eligible own funds to the MCR.

The Issuer is the legal entity heading Hannover Re Group. It holds a number of participations, which are included into management applications in a look-through manner, i.e. based on the underlying risk and return profile. The underlying risks are analysed instead of purely looking at the risk of a change in the participation values as e.g. per Solvency II standard formula. This perspective corresponds to a modelling approach of the Issuer as the entire Hannover Re Group after excluding minority participations.

The following table displays the SCR and SCR Ratios of the Issuer and of Hannover Re Group taking into account tiering restrictions.

<i>in EUR thousands, unaudited</i>	Hannover Re Group		Hannover Rück SE	
	As of 31 December		As of 31 December	
	2021	2020	2021	2020
Eligible own funds	16,783,730	14,557,545	16,449,798	14,268,992
SCR	6,904,154	6,190,424	6,634,037	5,949,073
SCR Ratio	243%	235%	248%	240%

The following table shows the corresponding MCR ratios taking into account the tiering restrictions for calculating the eligible own funds to cover the MCR. The MCR calculated for Hannover Re Group amounts to the sum of the MCRs of the different legal entities comprising Hannover Re Group. In line with the Solvency II rules, the Issuer's combined MCR is floored at 25% of SCR and capped at 45% of SCR.

<i>in EUR thousands, unaudited</i>	Hannover Re Group		Hannover Rück SE	
	As of 31 December		As of 31 December	
	2021	2020	2021	2020
Eligible own funds	15,052,618	13,486,158	14,478,853	12,941,142
MCR	4,519,540	4,068,444	2,985,317	2,677,083
MCR Ratio	333%	331%	485%	483%

As at 30 June 2022, the SCR ratio for Hannover Re Group stood at 235%, which is an 8%-points decrease compared to the year-end 2021 level. There was an increase in both eligible own funds and SCR compared to the year-end 2021 level, however the increase in eligible own funds was less pronounced. Both, own funds and SCR, were significantly impacted by the weaker EUR exchange rate against the US Dollar and the increased interest rates and spread levels. The high Property & Casualty large loss burden in the first half of the financial year 2022 slowed down the growth of own funds.

Recent Events

On 4 August 2022, the Issuer announced that its Supervisory Board has appointed Sharon Ooi as an additional member of its Executive Board effective as of 1 January 2023. Ms. Ooi will oversee the envisaged further expansion of Hannover Re Group's Property & Casualty reinsurance business in Asia-Pacific.

In September and October 2022 the Atlantic Hurricane Ian caused damage across the Caribbean and the southeast United States, especially the states of Florida and South Carolina. In the quarterly financial statements as of 30 September 2022, the Hannover Re Group included a net loss estimate of USD 276 million. As Hurricane Ian occurred shortly before the end of the quarter, the estimate is based on anticipated market shares and insured market losses. As such, the estimate will change further over time.

Hannover Re and Munich Re intend to establish a Joint Venture ("JV") to selectively pursue investments in alternative asset classes and will involve the vast majority of Hannover Re Group's private equity fund portfolio. The aim is to improve risk diversification in a combined portfolio for both shareholders, to further expand the access to top tier funds, to obtain more significant co-investment rights or a larger allocation in individual private equity funds and to achieve better terms and conditions on new investments. The investment decisions will be made by the joint management board of the JV, whilst operations and back office functions will remain with the JV partners. The parties are aiming to finalise the overall process by year-end 2022.

Significant Changes

There has been no significant change in the financial or trading position of the Issuer and Hannover Re Group since 30 September 2022.

There has been no significant change in the financial performance of the Hannover Re Group since 30 September 2022.

Trend Information

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

Ratings

The Issuer has received the following ratings from S&P Global Ratings Europe Limited ("**S&P**") and A.M. Best (EU) Rating Services B.V. ("**A.M. Best**"):

	S&P	A.M. Best
Issuer Credit Rating	AA ⁻¹	aa ²
Financial Strength Rating	AA ⁻³	A ⁺⁴
Outlook	Stable	Stable

S&P and A.M. Best are established in the European Community and are 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**")⁵.

A credit 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 relevant rating agency.

¹ S&P defines "AA" as follows: An obligor rated "AA" has very strong capacity to meet its financial commitments. It differs from the highest-rated obligors only to a small degree. S&P rating scale for the long-term issuer credit ratings consists of the following categories: "AAA", "AA", "A", "BBB", "BB", "B", "CCC", "CC" (in descending order). Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories. A stable outlook indicates that a rating is not likely to change.

² A.M. Best defines "aa" as follows: Assigned to entities that have, in A.M. Best's opinion, a superior ability to meet their ongoing senior financial obligations. Long-Term Issuer Credit Ratings from "aa" to "ccc" include Rating Notches to reflect a gradation within the category to indicate whether credit quality is near the top or bottom of a particular Rating Category. Rating Notches are expressed with a "+" (plus) or "-" (minus).

³ S&P defines "AA" as follows: An insurer rated "AA" has very strong financial security characteristics, differing only slightly from those rated higher. S&P rating scale for insurer financial strength ratings consists of the following categories: "AAA", "AA", "A", "BBB", "BB", "B", "CCC", "CC" (in descending order). 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. A stable outlook indicates that a rating is not likely to change.

⁴ A.M. Best defines "A+" as follows: Assigned to insurance companies that have, in A.M. Best's opinion, a superior ability to meet their ongoing insurance obligations. A.M. Best rating scale for insurer financial strength ratings consists of the following categories: "A+", "A", "B+", "B", "C+", "C" and "D". In addition, the scale provides explanations for the ratings "E" (Under Regulatory Supervision), "F" (In Liquidation) "S" (Suspended) and "NR" (Not Rated). Each Ratings from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or minus "-". A stable outlook indicates that the entity/issuer is experiencing stable financial and market trends, and that there is a low likelihood the entity Best's Credit Rating will change over an intermediate period.

⁵ The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) 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.

TAXATION

The following is a general overview of certain tax considerations relating to the purchasing, holding and disposing of Bonds. It does not purport to be a complete analysis of all tax considerations relating to the Bonds. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Bondholder. The discussions that follow for each jurisdiction are based upon the applicable laws in force and their interpretation on the date of this Prospectus. These tax laws and interpretations are subject to change that may occur after such date, even with retroactive effect.

The information contained in this section is limited to taxation issues and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Bonds.

Prospective Bondholders should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing the Bonds, including the application and effect of any federal, state or local taxes, under the tax laws of Germany, the Grand Duchy of Luxembourg and each country of which they are residents or citizens.

Germany

The following general overview does not consider all aspects of income taxation in Germany that may be relevant to a Bondholder of the Bonds in the light of the Bondholder's particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

German resident Bondholders holding the Bonds as private assets

Taxation of income from the Bonds

If the Bonds are held as private assets (*Privatvermögen*) by an individual Bondholder whose residence or habitual abode is in Germany, payments of interest under the Bonds are generally taxed as investment income (*Einkünfte aus Kapitalvermögen*) at a 25 per cent. flat tax (*Abgeltungsteuer*) (plus a 5.5 per cent. solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable to the individual Bondholder, church tax (*Kirchensteuer*)).

The same applies to capital gains from the sale or redemption of the Bonds. The capital gain is generally determined as the difference between the proceeds from the sale or redemption of the Bonds and the acquisition costs. Expenses directly and factually related (*unmittelbarer sachlicher Zusammenhang*) to the sale or redemption are taken into account in computing the taxable capital gain. Otherwise, the deduction of related expenses for tax purposes is not permitted.

According to the law for the reduction of the solidarity surcharge dated 10 December 2019 (*Gesetz zur Rückführung des Solidaritätszuschlags 1995*), as of the assessment period 2021 onwards the solidarity surcharge will only be levied for wage tax and income tax purposes, if the individual income tax of the holder exceeds the threshold of EUR 16,956 (EUR 33,912 for jointly assessed Bondholders). The solidarity surcharge will remain in place for purposes of the withholding tax, the flat tax regime and the corporate income tax. If, in the case of a flat tax, the income tax burden for an individual is lower than the flat tax of 25% and the Bondholder applies for his/her capital investment income being assessed at his/her individual progressive tax rate (see below), the solidarity surcharge would be refunded.

The flat tax is generally collected by way of withholding (see subsequent paragraph – *Withholding tax*) and the tax withheld shall generally satisfy the individual Bondholder's tax liability with respect to the Bonds. If, however, no or not sufficient tax was withheld (e.g., in case there is no Domestic Paying Agent as defined in the subsequent paragraph – *Withholding Tax*), the Bondholder will have to include the income received with respect to the Bonds in its income tax return. The flat tax will then be collected by way of tax assessment. The Bondholder may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the Bondholder's aggregated flat tax liability on investment income (e.g., because of available losses carried forward or foreign tax credits). If the Bondholder's individual income tax rate on all taxable income including the investment income determined by generally applicable individual progressive tax rates is lower than 25 per cent, the

Bondholder may opt to be taxed at individual progressive tax rates with respect to its investment income; also in this case, the deduction of related expenses for tax purposes is not permitted.

Capital losses from the sale or redemption of the Bonds held as private assets should generally be tax-recognised irrespective of the holding period of the Bonds. According to the view of German tax authorities a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*) (to the extent the waiver does not qualify as a hidden contribution) shall, in general, not be treated as a sale, so that losses suffered upon such bad debt loss or waiver shall not be deductible for tax purposes. With respect to a bad debt loss the German Federal Tax Court has decided in 2017 that a final bad debt loss with respect to a capital claim shall be deductible for tax purposes; the question whether this also applies to a waiver of a receivable has been left open by the court. With respect to a (voluntary) waiver of receivable a lower German fiscal court confirmed the view of German tax authorities in a final decision and another lower fiscal court rejected the jurisdiction of the German Federal Fiscal Court with respect to the tax deductibility of a bad debt loss. The German Federal Fiscal Court, however, recently held, that also capital losses from a voluntary waiver of a receivable shall be recognized for purposes of the flat tax regime.

While the German tax authorities previously took the position that a disposal (and, as a consequence, a tax loss resulting from such disposal) shall not be recognized if the Bonds are sold at a market price, which is lower than the transaction costs or if the level of transaction costs is restricted because of a mutual agreement that the transaction costs are calculated by subtracting a certain amount from the sales price, the German tax authorities have concluded in the tax decree issued by the German Federal Ministry of Finance dated 19 May 2022 as amended from time to time following a ruling of the German Federal Fiscal Court that the recognition as disposal shall not depend on the amount of any consideration or the amount of the transaction costs.

While the German tax authorities previously took the position that capital losses shall not be recognised by the German tax authorities if no (or only de minimis) payments are made to the individual Bondholder on the maturity or redemption date of the Bonds, the German Federal Fiscal Court has published a decision to the contrary with regard to losses incurred in connection with knock-out certificates. In this decision the German Federal Fiscal Court took the view that exceeding the knock-out threshold (i.e. no payments on the day of exceeding the knock-out threshold) shall be treated similar to a bad debt loss as a sale at the value zero, so that losses suffered shall also be deductible for tax purposes. According to the tax decree issued by the German Federal Ministry of Finance dated 19 May 2022 as amended from time to time, the German Federal Ministry of Finance also applies the principles of the ruling of the German Federal Fiscal Court.

As of January 1, 2020, capital losses of non-business Bondholders in the scenarios described above can now be set-off against income derived from capital investments up to an amount of EUR 20,000 per annum. Losses exceeding that threshold can be carried forward and set-off against income derived from capital investments up to an amount of EUR 20,000 per annum in subsequent years, subject to certain requirements.

Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods. Individual Bondholders are entitled to a saver's lump sum tax allowance (*Sparer-Pauschbetrag*) for investment income of EUR 801 per year (EUR 1,602 for jointly assessed Bondholders). Pursuant to the draft legislation for the 2022 Annual Tax Act (*Jahressteuergesetz 2022*), it is contemplated to increase the amount of the annual lump sum deduction to EUR 1,000 (EUR 2,000 for married couples and registered partners assessed jointly) as from 1 January 2023. The saver's lump sum tax allowance is considered for purposes of the withholding tax (see subsequent paragraph – *Withholding tax*) if the Bondholder has filed a withholding tax exemption request (*Freistellungsauftrag*) with the respective Domestic Paying Agent (as defined below). The deduction of related expenses for tax purposes is not possible.

Withholding tax

If the Bonds are kept or administered in a domestic securities deposit account by a German credit or financial services institution (*Kredit- oder Finanzdienstleistungsinstitut*) (or by a German branch of a foreign credit or financial services institution), or by a German securities trading business (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (each a "**Domestic Paying Agent**") which pays or credits the interest, a 25 per cent.

withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent, is levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual Bondholder by way of withholding which is provided for as a standard procedure unless the Bondholder of the Bonds has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

Capital gains from the sale (including the redemption) of the Bonds are also subject to the 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, if the Bonds are kept or administered by a Domestic Paying Agent effecting the sale or redemption from the time of their acquisition. If interest claims are disposed of separately (i.e. without the Bonds), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest claims if the Bonds have been disposed of separately. If the Bonds were sold or redeemed after being transferred to a securities deposit account with a Domestic Paying Agent, 25 per cent. withholding tax (plus solidarity surcharge thereon) would be levied on 30 per cent. of the proceeds from the sale or the redemption, as the case may be, unless the Bondholder or the previous depository bank was able and allowed to prove evidence for the Bondholder's actual acquisition costs to the Domestic Paying Agent. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual Bondholder by way of withholding which is provided for as a standard procedure unless the Bondholder of the Bonds has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

German resident Bondholders holding the Bonds as business assets

Taxation of income from the Bonds

If the Bonds are held as business assets (*Betriebsvermögen*) by an individual or corporate Bondholder which is tax resident in Germany (i.e., a corporation with its statutory seat or place of management in Germany), interest income and capital gains from the Bonds are subject to personal income tax at individual progressive rates or corporate income tax (plus a 5.5 per cent. solidarity surcharge thereon and church tax, if applicable) and, in general, trade tax. The effective trade tax rate depends on the applicable trade tax factor (*Gewerbesteuer-Hebesatz*) of the relevant municipality where the business is located. In case of individual Bondholders the trade tax may, however, be partially or fully creditable against the Bondholder's personal income tax liability depending on the applicable trade tax factor and the Bondholder's particular circumstances. Losses from the disposal or redemption of the Bonds will generally be tax-recognized and may generally be offset against other income subject to certain limitations.

Withholding tax

If the Bonds are kept or administered by a Domestic Paying Agent which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent, is generally levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual Bondholder by way of withholding which is provided for as a standard procedure unless the Bondholder of the Bonds has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No withholding is generally required on capital gains from the disposal or redemption of the Bonds which is derived by German resident corporate Bondholders and, upon application, by individual Bondholders holding the Bonds as assets of a German business, subject to certain requirements.

Any capital losses incurred from the disposal or redemption of the Bonds will not be taken into account for withholding tax purposes. If withholding tax is levied, the withholding tax does not satisfy the Bondholder's personal or corporate income tax liability with respect to the Bonds. The income from the Bonds will have to be included in the Bondholder's personal or corporate income tax return. Any German withholding tax (including surcharges) is generally fully creditable against the Bondholder's personal or corporate income tax liability or refundable, as the case may be.

Non-German resident Bondholders

Income derived from the Bonds by Bondholders who are not tax resident in Germany is in general not subject to German income taxation, and no withholding tax shall be withheld, unless (i) the Bonds are held as business assets of a German permanent establishment of the Bondholder or by a permanent German representative of the Bondholder or (ii) the income derived from the Bonds does otherwise constitute German source income.

If the income derived from the Bonds is subject to German taxation according to (i) to (ii) above, the income is subject to German income taxation and withholding tax similar to that described above for German resident Bondholders. Under certain circumstances, foreign Bondholders may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

The Issuer takes the view that the Bond does not fall within the scope of a financing relation (*Finanzierungsbeziehung*) within the meaning of the act to prevent tax evasion and unfair tax competition (*Steuerloshandelsabwehrgesetz*), which was introduced in Germany in 2021. Non-German Bondholders, which are resident in a jurisdiction, which is a non-cooperative country or territory within the meaning of the act to prevent tax evasion and unfair tax competition, should therefore not become subject to German income taxation with any income they receive under the Bond.

This view is apparently also taken by the German government, which explicitly wants to clarify according to governmental draft for the Annual Tax Act 2022 that bearer bonds securitised in a global certificate (*Globalurkunde*) and held in collective custody (*Girosammelverwahrung*) with a central securities depository and comparable debt instruments tradable on a recognised stock exchange (*anerkannte Börse*) do not fall within the scope of a financing relation within the meaning of the act to prevent tax evasion and unfair tax competition.

Substitution of the Issuer

If the Issuer exercises the right to substitute the debtor of the Bonds, the substitution might, for German tax purposes, be treated as a redemption of the Bonds in exchange for new bonds issued by the New Issuer and subject to similar taxation rules like the Bonds. In particular, such a substitution could result in the recognition of a taxable gain or loss for any Bondholder of a Bond.

Inheritance and gift tax

The transfer of Bonds to another person by way of gift or inheritance is subject to German gift or inheritance tax, respectively, if *inter alia*

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in case of a corporation, association of persons (*Personenvereinigung*) or asset pool (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of property,
- (ii) except as provided under (i), the testator's or donor's Bonds belong to a business asset attributable to a permanent establishment or a permanent representative in Germany.

Special regulations apply to certain German expatriates.

Prospective Bondholders are urged to consult with their tax advisor to determine the particular inheritance or gift tax consequences in light of their particular circumstances.

Other taxes

The purchase, sale or other disposal of Bonds does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may choose liability to value added tax with regard to the sale of Bonds which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

SUBSCRIPTION AND SALE OF THE BONDS

General

Pursuant to a subscription agreement dated 10 November 2022 (the "**Subscription Agreement**") among the Issuer and the Joint Lead Managers, the Issuer has agreed to sell to the Joint Lead Managers, and the Joint Lead Managers have agreed, subject to certain customary closing conditions, to purchase, the Bonds on 14 November 2022. The Issuer has furthermore agreed to pay certain fees to the Joint Lead Managers and to reimburse the Joint Lead Managers for certain expenses incurred in connection with the issue of the Bonds.

The Subscription Agreement provides that the Joint Lead Managers under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Bonds will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Bonds.

Certain of the Joint Lead Managers and their respective affiliates may be customers of, borrowers from or creditors of Hannover Re and its affiliates. In addition, certain Joint Lead Managers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, Hannover Re and its affiliates in the ordinary course of business. In particular, in the ordinary course of their business activities, the Joint Lead 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 Hannover Re or its affiliates. Certain of the Joint Lead Managers or their respective affiliates that have a lending relationship with Hannover Re routinely hedge their credit exposure to Hannover Re consistent with their customary risk management policies. Typically, such Joint Lead 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 securities, including potentially the Bonds issued. Any such positions could adversely affect future trading prices of the Bonds. The Joint Lead 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, that are material to the issue.

Selling Restrictions

General

Each Joint Lead 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 Bonds, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Joint Lead 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 Bonds or has in its possession or distributes any offering material relating to them.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead 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 Bonds to any retail investor in the EEA. For the purposes 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 (11) of Article 4(1) of MiFID II (as amended); or
- (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Joint Lead 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 Bonds which are the subject of the offering contemplated by this Prospectus in relation thereto to any retail investor in the UK. For the purposes 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 FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Joint Lead Manager has represented, warranted and agreed that:

- (i) 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 Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the UK.

United States of America and its territories

The Bonds 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 to the account of benefit of, U.S. persons except in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Joint Lead Manager has represented and agreed that except as permitted by the Subscription Agreement, it has not offered, sold or delivered and will not offer, sell or deliver any Bonds (i) as part of their distribution and any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, for the account of benefit of, U.S. persons, and will have sent to each dealer to which it sells the Bonds and any related guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Bonds, an offer or sale of the Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Bonds or caused the Bonds to be made the subject of an invitation for subscription or purchase and will not offer or sell any Bonds or cause the Bonds to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection

with the offer or sale, or invitation for subscription or purchase, of the Bonds, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Bonds 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)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

GENERAL INFORMATION

Authorisations: The creation and issue of the Bonds has been authorised by a resolution of the Executive Board of the Issuer on 19 September 2022 and of the Supervisory Board of the Issuer on 2 November 2022.

Expenses of Admission to Trading: The total expenses related to the admission to trading of the Bonds are expected to amount to approximately EUR 20,000.

Clearing Systems: Payments and transfers of the Bonds will be settled through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

The Bonds have the following securities codes:

ISIN: XS2549815913

Common Code: 254981591

German Securities Code (WKN): A30VQR

Eurosystem Eligibility: The Bonds are intended to be held in a manner which would allow Eurosystem eligibility.

This does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.

Listing and Admission to Trading: Application has been made to the Luxembourg Stock Exchange for the Bonds to be admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a regulated market for the purposes of MiFID II) and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.

Notices to Bondholders: For so long as the Bonds are listed on the Luxembourg Stock Exchange, all notices to the Bondholders regarding the Bonds shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). The Issuer will be entitled to deliver all notices concerning the Bonds to the Clearing System for communication by the Clearing System to the Bondholders.

Documents on Display: For so long as any Bond is outstanding and for a period of at least ten years commencing with the publication of this Prospectus, electronic versions of the following documents are available on the Issuer's website:

- the articles of association of the Issuer (accessed by using the hyperlink "<https://www.hannover-re.com/statute-hannover-re>"); and
- the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

This Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Third Party Information: With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) neither the Issuer nor any Joint Lead Manager has independently verified any such information and neither the Issuer nor any Joint Lead Manager accepts any responsibility for the accuracy thereof.

Yield: For the investors, the yield of the Bonds until the First Reset Date is 5.911 per cent. *per annum*, calculated on the basis of the Issue Price. Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method. The ICMA method determines the effective interest rate on bonds by taking into account accrued interest on a daily basis.

The yield of the Bonds for the period after the First Reset Date cannot be determined as of the date of this Prospectus.

Ratings: The Bonds are expected to be rated "A" by S&P.⁶

S&P is established in the European Community and are 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**")⁷.

Investors in the Bonds 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.

Legal Entity Identifier: The LEI of Hannover Rück SE is 529900KIN5BE45V5KB18.

⁶ S&P defines "A" as follows: An obligation rated "A" is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong. Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

⁷ The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) 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

The pages specified below of the following documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF are incorporated by reference into this Prospectus: (i) the audited Annual Report of the Hannover Re Group as at and for the fiscal year ended 31 December 2021 (the "**Audited Annual Report 2021**"), (ii) the audited Annual Report of the Hannover Re Group as at and for the fiscal year ended 31 December 2020 (the "**Audited Annual Report 2020**"), and (iii) the unaudited interim financial report of the Hannover Re Group as at and for the nine-month period ended 30 September 2022 (the "**Unaudited Q3 Interim Report 2022**") each containing the English language translation of the respective German language consolidated financial statements of the Issuer and, in case of the Audited Annual Report 2021 and the Audited Annual Report 2020, of the German language independent auditor's report (*Bestätigungsvermerk*) in respect thereof.

(1) **Extracted from: Hannover Re Group – Audited Annual Report 2021**

Consolidated balance sheet as at 31 December 2021	pages 164-165
Consolidated statement of income 2021	page 166
Consolidated statement of comprehensive income 2021	page 167
Consolidated statement of changes in shareholders' equity 2021	pages 168-169
Consolidated cash flow statement 2021	pages 170-172
Notes to the consolidated financial statements 2021	pages 173-265
Independent auditor's report ⁸	pages 266-274

(2) **Extracted from: Hannover Re Group – Audited Annual Report 2020**

Consolidated balance sheet as at 31 December 2020	pages 152-153
Consolidated statement of income 2020	page 154
Consolidated statement of comprehensive income 2020	page 155
Consolidated statement of changes in shareholders' equity 2020	pages 156-157
Consolidated cash flow statement 2020	pages 158-160
Notes to the consolidated financial statements 2020	pages 161-250
Independent auditor's report ⁹	pages 251-261

⁸ The independent auditor's report, prepared in accordance with § 322 German Commercial Code (*Handelsgesetzbuch*), refers to the consolidated financial statements in German language, comprising the consolidated balance sheet, consolidated statement of income, consolidated statement of comprehensive income, consolidated statement of changes in shareholders' equity, consolidated cash flow statement and notes to the consolidated financial statements together with the combined management report of the Issuer and the Hannover Re Group for the business year from 1 January to 31 December 2021. The combined management report is not included in this Prospectus.

⁹ The independent auditor's report, prepared in accordance with § 322 German Commercial Code (*Handelsgesetzbuch*), refers to the consolidated financial statements in German language, comprising the consolidated balance sheet, consolidated statement of income, consolidated statement of comprehensive income, consolidated statement of changes in shareholders' equity, consolidated cash flow statement and notes to the consolidated financial statements together with the combined management report of the Issuer and the Hannover Re Group for the business year from 1 January to 31 December 2020. The combined management report is not included in this Prospectus.

(3) Extracted from: Hannover Re Group – Unaudited Q3 Interim Report 2022	
Consolidated balance sheet as at 30 September 2022	pages 10-11
Consolidated statement of income as at 30 September 2022	page 12
Consolidated statement of comprehensive income as at 30 September 2022	page 13
Group segment report as at 30 September 2022	pages 14-17
Consolidated cash flow statement as at 30 September 2022	page 18
Other information	page 19

All of these pages shall be deemed to be incorporated by reference into, and to form part of, this Prospectus.

The non-incorporated parts of such documents, i.e. the pages not listed in the table above, are either not relevant for the investor or covered elsewhere in this Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer and the website of the Luxembourg Stock Exchange (www.bourse.lu).

Electronic versions of the documents incorporated by reference are also available on the website of the Issuer (<https://www.hannover-re.com/199620/results-and-reports>) and can be accessed by using the following hyperlinks:

- (1) **Hannover Re Group – Audited Annual Report 2021:**
<https://www.hannover-re.com/annual-report-2021>
- (2) **Hannover Re Group – Audited Annual Report 2020:**
<https://www.hannover-re.com/1665611/annual-report-2020>
- (3) **Hannover Re Group – Unaudited Q3 Interim Report 2022:**
<https://www.hannover-re.com/q3-2022>

ISSUER

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JOINT LEAD MANAGERS

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France

Crédit Agricole Corporate and Investment Bank
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France

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

J.P. Morgan SE
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60310 Frankfurt am Main
Federal Republic of Germany

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