

## Final Terms

dated 10 January 2022

UniCredit Bank AG

Legal Entity Identifier (LEI): 2ZCNRR8UK830BTEK2170

Public offer of

Phoenix Worst Of su EURO STOXX 50<sup>®</sup> (Price) Index (EUR), S&P 500<sup>®</sup> (Price Return) Index

(the "**Securities**")

relating to the

Base Prospectus

for Securities with Multi-Underlying (without capital protection)

under the

**Euro 50,000,000,000**

**Debt Issuance Programme of**

**UniCredit Bank AG**

*These final terms (the "**Final Terms**") have been prepared for the purposes of Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**") and must be read in conjunction with the Base Prospectus and any supplements thereto pursuant to Article 23 of the PR (the "**Supplements**") in order to obtain all the relevant information.*

*The Base Prospectus for Securities with Multi-Underlying (without capital protection) (the "**Base Prospectus**") comprises the Securities Note for Securities with Multi-Underlying (without capital protection) dated 14 December 2021 (the "**Securities Note**") and the Registration Document of UniCredit Bank AG dated 17 May 2021 (the "**Registration Document**").*

*The Securities Note, the Registration Document, any Supplements and these Final Terms as well as an additional copy of the summary of the particular emission are published in accordance with Article 21 of the PR on [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (for investors in Italy) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function).*

*An issue specific summary is annexed to these Final Terms.*

***The validity of the above mentioned Base Prospectus, under which the Securities described in these Final Terms are issued, ends on 14 December 2022. From this point in time, these Final Terms are to be read together with the latest base prospectus for Securities with Multi-Underlying (without capital protection) of UniCredit Bank AG (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these securities have initially been issued) which follows the Base Prospectus. The latest base prospectus for Securities with Multi-Underlying (without capital protection) of UniCredit Bank AG will be published on [www.onemarkets.de/basisprospekte](http://www.onemarkets.de/basisprospekte) and on [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (for investors in Italy).***

## **SECTION A – GENERAL INFORMATION**

### **Product Type:**

Worst-of Express Securities with Additional Amount with cash settlement (with date-related Barrier observation) (Quanto Securities)

### **Offer and Sale of the Securities**

#### ***Information on the offer:***

The Securities are offered starting from the 10 January 2022 within a Subscription Period.

After the end date of the Subscription Period, the Securities will be continuously offered for sale.

The public offer may be terminated by the Issuer at any time without giving any reason.

The effectiveness of the offer is subject to the adoption of the admission provision for trading by EuroTLX prior to the Issue Date. The Issuer undertakes to request the admission to trading on EuroTLX in time for the adoption of the admission provision by the Issue Date.

Subscription orders are irrevocable, except for provisions in respect to the "door to door selling", in relation to which the subscription orders will be accepted starting from 10 January 2022 to 16 February 2022 and in respect to the "long distance technique selling", in relation to which subscription orders will be accepted starting from 10 January 2022 to 9 February 2022 - unless closed in advance and without previous notice – and will be satisfied within the limits of the maximum number of Securities on offer.

The Securities can be placed by the relevant Distributor through "door to door selling" (through financial sales agents, pursuant to the articles 30 and 31 of the Italian Legislative Decree 24 February 1998, n. 58) or "long distance technique selling" (pursuant to the article 67-duodecies, Par. 4 of the Italian Legislative Decree 6 September 2005, n. 206). Therefore, the effects of the subscription agreements will be suspended for seven days, with reference to those "door to door selling" and for fourteen days, with reference to "long distance technique selling", from the date of the subscription by the investors. Within such terms, the investor can withdraw by means of a notice to the financial promoter or the Distributors without any liability, expenses or other fees according to the conditions indicated in the subscription agreement.

The Issuer is the intermediary responsible for the placement of the Securities (*Responsabile del Collocamento*), as defined in article 93-bis of the Italian Legislative Decree 24 February 1998, n. 58 (as subsequently amended and supplemented).

The Distributor is Deutsche Bank S.p.A.

#### ***Information on the Subscription Period:***

Subscription Period: 10 January 2022 to 23 February 2022.

Minimum amount for subscription: 1 Security

#### ***Issue Date of the Securities:***

*Issue Date:* 28 February 2022

#### ***Issue volume of the Securities:***

The Issue Volume of the Series offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

The Issue Volume of the Tranche offered under and described in these Final Terms is specified in § 1 of

the Product and Underlying Data.

**Potential investors, offering countries:**

The Securities will be offered to qualified investors, retail investors and/or institutional investors by way of a public offer.

A public offer will be made in Italy.

**Delivery:**

Delivery against payment

**Other information regarding the offer and sale of the Securities:**

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

**Issue Price of the Securities, costs:**

**Issue Price of the Securities, pricing**

Issue Price: EUR 100.00

**Selling concession:**

Not applicable

**Other commissions, costs and expenses:**

The product specific initial costs contained in the issue price amount to EUR 3.50.

**Admission to trading and listing:**

**Admission to trading:**

Not applicable. No application for the Securities to be admitted to trading has been made.

**Admission to multilateral trading facilities:**

However, application to trading will be made with effect from 7 March 2022 on the following multilateral trading facilities (MTF): EuroTLX, organised and managed by Borsa Italiana S.p.A.

The UniCredit Bank AG (the "**Market Maker**") undertakes to provide liquidity in accordance with the market making rules of Borsa Italiana S.p.A., where the Securities are expected to be traded. The obligations of the Market Maker are regulated by the rules of Borsa Italiana S.p.A.

Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and offer quotes not higher than 1%.

**Consent to the use of the Base Prospectus:**

The Issuer consents to the use of the Base Prospectus, any Supplements and the relevant Final Terms for the subsequent resale or final placement of Securities by all financial intermediaries (so-called general consent).

**Offer Period:**

The consent is given during the period of the validity of the Base Prospectus.

***Offering countries:***

The consent is given in relation to Italy.

***Conditions of the consent:***

The Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the following conditions:

- (i) Each financial intermediary using the Base Prospectus must ensure that it observes all applicable laws and complies with the Selling Restrictions and the Terms and Conditions.
- (ii) The consent to the use of the Base Prospectus has not been revoked by the Issuer.

Moreover, the Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

***Interest of Natural and Legal Persons involved in the Issue/Offer:***

With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on the Borsa Italiana - EuroTLX (MTF). The Issuer is also the arranger and the Calculation Agent and the Paying Agent of the Securities.

The relevant Distributor receives from the Issuer an implied placement commission comprised in the Issue Price up to 2.5% of the Issue Price.

***Additional information:***

Not applicable

## SECTION B – CONDITIONS:

### Part A - General Conditions of the Securities

#### PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "General Conditions")

##### § 1

##### **Form, Book Entry, Clearing System**

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank AG (the "**Issuer**") will be issued as certificates in dematerialized registered form pursuant to these Terms and Conditions with a Nominal Amount in the Specified Currency.
- (2) *Book Entry:* The Securities are registered in the books of the Clearing System, in accordance with the Legislative Decree no. 58 of 24 February 1998, as amended (Testo Unico della Finanza, "**Consolidated Law on Financial Intermediation**") and with the rules governing central depositories, settlement services, guarantee systems and related management companies, issued by the Bank of Italy and by the Italian securities regulator 'Commissione Nazionale per le Società e la Borsa' (CONSOB) on 22 February 2008, as amended. No physical document of title will be issued to represent the Securities, without prejudice to the right of the Security Holder to obtain the issuance of the certification as per Sections 83-quinquies and 83-novies, paragraph 1, lett. b) of the Consolidated Law on Financial Intermediation. The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System ("**Account Holders**"). As a consequence, the respective Security Holder who from time to time is the owner of the account held with an Account Holder will be considered as the legitimate owner of the Securities and will be authorised to exercise all rights related to them, in accordance with the Terms and Conditions of the Securities and applicable provisions of law.

##### § 2

##### **Principal Paying Agent, Paying Agent, Calculation Agent**

- (1) *Paying Agents:* The "**Principal Paying Agent**" is UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany. The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is UniCredit Bank AG, Arabellastraße 12, 81925 Munich.
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely on behalf of the Issuer and do not assume any obligations towards or relationship of mandate or trust for or with any of the Security Holders. For the avoidance of doubt, Section 1395 of the Italian Civil Code (Codice Civile, "**CC**") shall not apply in respect of any acts of the Principal Paying Agent.

### § 3

#### Taxes

*No gross up:* Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, to the extent that such deduction or withholding is required by law. In this regard the term "**Taxes**" includes taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, including a withholding tax pursuant to Section 871(m) of the United States Internal Revenue Code of 1986 ("**871(m) Withholding Tax**").

The Issuer shall in any case be entitled to take into consideration the 871(m) Withholding Tax by applying the maximum tax rate as a flat rate (plus value added tax, if applicable). In no case the Issuer is obliged to compensate with respect to any Taxes deducted or withheld.

The Issuer shall report on the deducted and withheld Taxes to the competent government agencies, except, these obligations are imposed upon any other person involved, subject to the legal and contractual requirements of the respective applicable tax rules.

### § 4

#### Status

The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, *pari passu* with all other unsecured unsubordinated present and future obligations of the Issuer.

### § 5

#### Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
  - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
  - (b) the Issuer and the New Issuer have obtained all authorizations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
  - (c) the Issuer and the New Issuer may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities,
  - (d) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution and
  - (e) the Issuer irrevocably and unconditionally guarantees proper payment of the amounts due under these Terms and Conditions.

For purposes of this § 5 (1) "**Affiliate**" means an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*).

- (2) *Notice*: Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (3) *References*: In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

## § 6

### Notices

- (1) To the extent these Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website for Notices (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Security Holders through such publication unless the notice provides for a later effective date or such later effective date is otherwise required under applicable law. If and to the extent that binding provisions of effective law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

- (2) In addition, the Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Security Holders. Any such notice shall be deemed to have been given to the Security Holders on the seventh day after the day on which the said notice was given to the Clearing System.

Any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

## § 7

### Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities*: The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "Securities" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase*: The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

**§ 8**

**(intentionally omitted)**

**§ 9**

**Partial Invalidity, Corrections**

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors, inaccuracies and inconsistencies:* The Issuer may amend these Terms and Conditions without having to obtain the prior consent of the Security Holders, provided that such amendments (i) do not prejudice the rights or interests of the Security Holders and (ii) are aimed at correcting a manifest or obvious error, or at removing inaccuracies or inconsistencies from the text. Any notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with Section 6 of these Terms and Conditions.

**§ 10**

**Applicable Law, Choice of Forum**

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy.
- (2) *Choice of Forum:* To the extent permitted by law, all disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the Tribunal of Milan, Italy.



**Part B - Product and Underlying Data**

**PART B – PRODUCT AND UNDERLYING DATA**

(the "**Product and Underlying Data**")

**§ 1**

**Product Data**

**First Trade Date:** 22 December 2021

**Initial Observation Date:** 25 February 2022

**Issue Date:** 28 February 2022

**N:** 2

**Nominal Amount:** EUR 100.00

**Specified Currency:** Euro ("**EUR**")

**Website for Notices:** [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) and [www.borsaitaliana.it](http://www.borsaitaliana.it)

**Website of the Issuer:** [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it)

**Table 1.1**

<b>ISIN</b>	<b>WKN</b>	<b>Reuters</b>	<b>Series Number</b>	<b>Tranche Number</b>	<b>Issue Volume of Series in units</b>	<b>Issue Volume of Tranche in units</b>
DE000HB23UQ4	HB23UQ	DEHB23UQ=HVBG	PI026068	1	300,000	300,000

**Table 1.2**

<b>Barrier Level</b>	<b>Strike</b>	<b>Maximum Amount</b>
70%	100%	EUR 100

**Table 1.3**

<b>i</b>	<b>Basket Component<sub>i</sub></b>	<b>Reference Price<sub>i</sub></b>
1	EURO STOXX 50® (Price) Index (EUR)	Closing price
2	S&P 500® (Price Return) Index	Closing price

**Table 1.4**

<b>Final Observation Date</b>	<b>Barrier Observation Date</b>	<b>Final Payment Date</b>	<b>Expiry Date (<i>Data di Scadenza</i>)</b>
21 August 2025	21 August 2025	28 August 2025	28 August 2025

**Table 1.5**

<b>m</b>	<b>Observation Date (m)</b>	<b>Record Date</b>	<b>Additional Conditional Amount (m)</b>	<b>Additional Conditional Amount Payment Level (m)</b>	<b>Additional Conditional Amount Payment Date (m)</b>
1	22 August 2022	26 August 2022	EUR 2.85	70%	29 August 2022
2	21 February 2023	27 February 2023	EUR 5.70	70%	28 February 2023
3	21 August 2023	25 August 2023	EUR 8.55	70%	28 August 2023
4	21 February 2024	27 February 2024	EUR 11.40	70%	28 February 2024
5	21 August 2024	27 August 2024	EUR 14.25	70%	28 August 2024
6	21 February 2025	27 February 2025	EUR 17.10	70%	28 February 2025
7	21 August 2025	27 August 2025	EUR 19.95	70%	28 August 2025

**Table 1.6**

<b>k</b>	<b>Observation Date (k)</b>	<b>Early Redemption Amount (k)</b>	<b>Early Redemption Level, (k)</b>	<b>Early Payment Date (k)</b>
1	22 August 2022	EUR 100.00	100%	29 August 2022
2	21 February 2023	EUR 100.00	100%	28 February 2023
3	21 August 2023	EUR 100.00	100%	28 August 2023
4	21 February 2024	EUR 100.00	100%	28 February 2024
5	21 August 2024	EUR 100.00	100%	28 August 2024
6	21 February 2025	EUR 100.00	100%	28 February 2025

## Underlying Data

Table 2.1

Basket Component <sub>i</sub>	Currency of the Basket Component <sub>i</sub>	ISIN <sub>i</sub>	Reuters <sub>i</sub>	Bloomberg <sub>i</sub>	Index Sponsor <sub>i</sub>	Registered Benchmark Administrator <sub>i</sub>	Index Calculation Agent <sub>i</sub>	Website <sub>i</sub>
EURO STOXX 50® (Price) Index (EUR)	EUR	EU0009658145	.STOXX50E	SX5E Index	STOXX Limited	yes	STOXX Limited	www.stoxx.com
S&P 500® (Price Return) Index	USD	US78378X1072	.SPX	SPX Index	S&P Dow Jones Indices LLC	yes	S&P Dow Jones Indices LLC	www.spindices.com

For further information about the past and future performance of the Basket Components and their volatility, please refer to the Website as specified in the table.



## Part C - Special Conditions of the Securities

### PART C – SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

#### § 1

##### Definitions

"**Additional Conditional Amount (m)**" means the respective Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data.

"**Additional Conditional Amount Payment Date (m)**" means the Additional Conditional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data.

"**Additional Conditional Amount Payment Event**" means that the Worst Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level (m) on the respective Observation Date (m).

"**Additional Conditional Amount Payment Level (m)**" means the respective Additional Conditional Amount Payment Level (m) as specified in § 1 of the Product and Underlying Data.

"**Adjustment Event**" means each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the respective Basket Component<sub>i</sub>, that result in a new relevant Index Concept or calculation of the respective Basket Component<sub>i</sub> being no longer economically equivalent to the original relevant Index Concept or the original calculation of the respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") are open for business.

"**Barrier Event**" means that the Worst Performance (b) on the respective Barrier Observation Date is less than the Barrier Level.

"**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data.

"**Basket Component<sub>i</sub>**" means the respective index as specified in § 1 of the Product and Underlying Data.

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"**Calculation Date**" means each day on which the Reference Price<sub>i</sub> is published by the respective Index Sponsor<sub>i</sub> or the respective Index Calculation Agent<sub>i</sub>.

"**Call Event**" means Index Call Event.

"**Change in Law**" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

if such changes become effective on or after the First Trade Date, the holding, acquisition or sale of the respective Basket Component<sub>i</sub> or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer.

The Issuer determines acting in accordance with relevant market practice and in good faith whether this is the case.

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the securities that form the basis of the respective Basket Component<sub>i</sub>; as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Clearance System Business Day"** means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which the Clearance System is open for the acceptance and execution of settlement instructions.

**"Clearing System"** means Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**").

**"Currency of the Basket Component<sub>i</sub>"** means the Currency of the Basket Component<sub>i</sub>; as specified in § 2 of the Product and Underlying Data.

**"Determining Futures Exchange<sub>i</sub>"** means the options and/or futures exchange, on which respective derivatives of the respective Basket Component<sub>i</sub> or – if derivatives on the respective Basket Component<sub>i</sub> are not traded – its components (the "**Underlying Linked Derivatives**") are mostly liquidly traded, such options and/or futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith, by way of notice pursuant to § 6 of the General Conditions.

In the case of a material change in the market conditions at the Determining Futures Exchange<sub>i</sub>, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component<sub>i</sub> or to its components at the Determining Futures Exchange<sub>i</sub> or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange<sub>i</sub> by another options and/or futures exchange that offers satisfactorily liquid trading in the Underlying Linked Derivatives (the "**Substitute Futures Exchange**"); such options and/or futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Determining Futures Exchange<sub>i</sub> in these Terms and Conditions shall from then on be deemed to refer to the Substitute Futures Exchange.

**"Early Payment Date (k)"** means the "Early Payment Date (k)" as specified in § 1 of the Product and Underlying Data.

**"Early Redemption Amount (k)"** means the "Early Redemption Amount (k)" as calculated or specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

**"Early Redemption Event"** means that each Performance of the Basket Component<sub>i</sub> (k) is equal to or greater than the respective Early Redemption Level<sub>i</sub> (k).

**"Early Redemption Level<sub>i</sub> (k)"** means the Early Redemption Level<sub>i</sub> (k) as specified in § 1 of the Product and Underlying Data.

**"Expiry Date (*Data di Scadenza*)"** means the Expiry Date as specified in § 1 of the Product and Underlying Data.

**"Final Payment Date"** means the Final Payment Date, as specified in § 1 of the Product and Underlying Data.

**"First Trade Date"** means the First Trade Date as specified in § 1 of the Product and Underlying Data.

**"Index Calculation Agent<sub>i</sub>"** means the Index Calculation Agent<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

**"Index Call Event"** means each of the following events:

- (a) an Index Replacement Event has occurred and no suitable Replacement Basket Component is available or can be determined; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) a Change in Law occurs;
- (c) the Determining Futures Exchange<sub>i</sub> terminates the there traded Underlying Linked Derivatives early.

**"Index Replacement Event"** means each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Basket Component<sub>i</sub>, that result in a new relevant Index Concept or calculation of the Basket Component<sub>i</sub> being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the calculation or publication of the Basket Component<sub>i</sub> is indefinitely or permanently discontinued, or replaced by another index;
- (c) the calculation or publication of the Basket Component<sub>i</sub> no longer occurs in the relevant Currency of the Basket Component<sub>i</sub>;
- (d) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Basket Component<sub>i</sub> as basis for the calculations or, respectively, specifications described in these Terms and Conditions this also applies to the termination of the license to use the Basket Component<sub>i</sub> due to an unacceptable increase in license fees.

**"Index Sponsor<sub>i</sub>"** means the Index Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

**"Issue Date"** means the Issue Date as specified in § 1 of the Product and Underlying Data.

**"Issuing Agent"** means the Issuing Agent as specified in § 1 of the Product and Underlying Data.

**"K<sub>i</sub> (initial)"** means the Reference Price<sub>i</sub> on the Initial Observation Date.

**"K<sub>i</sub> (b)"** means the Reference Price<sub>i</sub> on the respective Barrier Observation Date.

**"K<sub>i</sub> (k)"** means the Reference Price<sub>i</sub> on the respective Observation Date (k).

"**K<sub>i</sub> (m)**" means the Reference Price<sub>i</sub> on the respective Observation Date (m).

"**K<sub>i</sub> (final)**" means the Reference Price<sub>i</sub> on the Final Observation Date.

"**Market Disruption Event**" means each of the following events:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the respective Basket Component<sub>i</sub> are listed or traded, or on the respective futures exchanges or on the markets on which derivatives on the components of the respective Basket Component<sub>i</sub> are listed or traded;
- (b) in relation to individual securities which form the basis of respective Basket Component<sub>i</sub>, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Underlying Linked Derivatives of the respective Basket Component<sub>i</sub> the suspension or restriction of trading on the Determining Futures Exchanges<sub>i</sub> or the markets on which such Underlying Linked Derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the respective Basket Component<sub>i</sub> as a result of a decision by the Index Sponsor<sub>i</sub> or the Index Calculation Agent<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> which is relevant for the Securities or continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>.

"**Maximum Amount**" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.

"**N**" means the number of Basket Components as specified in § 1 of the Product and Underlying Data.

"**Nominal Amount**" means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

"**Observation Date**" means each of the following Observation Dates:

"**Barrier Observation Date**" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the respective Barrier Observation Date for all Basket Components.

"**Final Observation Date**" means the Final Observation Date as specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the Final Observation Date for all Basket Components. The Final Payment Date shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Initial Observation Date"** means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the Initial Observation Date for all Basket Components.

**"Observation Date (k)"** means the Observation Date (k) as specified in § 1 of the Product and Underlying Data. If the Observation Date (k) is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the respective Observation Date (k) for all Basket Components. The respective Early Payment Date (k) shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Observation Date (m)"** means the Observation Date (m) as specified in § 1 of the Product and Underlying Data. If the Observation Date (m) is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the respective Observation Date (m) for all Basket Components. The respective Additional Conditional Amount Payment Date (m) shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Performance of the Basket Component<sub>i</sub> (b)"** means the Performance of the Basket Component<sub>i</sub> on the respective Barrier Observation Date according to the following formula:

$$K_i (b) / K_i (initial)$$

**"Performance of the Basket Component<sub>i</sub> (k)"** means the Performance of the Basket Component<sub>i</sub> on the respective Observation Date (k) according to the following formula:

$$K_i (k) / K_i (initial)$$

**"Performance of the Basket Component<sub>i</sub> (m)"** means the Performance of the Basket Component<sub>i</sub> on the respective Observation Date (m) according to the following formula:

$$K_i (m) / K_i (initial)$$

**"Performance of the Basket Component<sub>i</sub> (final)"** means the Performance of the Basket Component<sub>i</sub> on the Final Observation Date according to the following formula:

$$K_i (final) / K_i (initial)$$

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

**"Redemption Amount"** means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

**"Reference Price<sub>i</sub>"** means the Reference Price<sub>i</sub> of the relevant Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

**"Registered Benchmark Administrator<sub>i</sub>"** means that the relevant Basket Component<sub>i</sub> is administered by an administrator who is registered in a register pursuant to Article 36 of the Benchmark Regulation as specified in § 2 of the Product and Underlying Data.

**"Relevant Exchange<sub>i</sub>"** means the exchange, on which the components of the respective Basket Component<sub>i</sub> are traded, such exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity.

In the case of a material change in the market conditions at the respective Relevant Exchange<sub>i</sub>, such as a final discontinuation of the quotation of the respective Basket Component<sub>i</sub> or, respectively its components at the respective Relevant Exchange<sub>i</sub> and the quotation at a different stock exchange or considerably restricted liquidity, the Relevant Exchange<sub>i</sub> shall be substituted as the Relevant Exchange<sub>i</sub> by another exchange that offers satisfactorily liquid trading in the respective Basket Component<sub>i</sub> or, respectively its components (the "**Replacement Exchange**"); such exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In this case, any reference to the Relevant Exchange<sub>i</sub> in these Terms and Conditions shall from then on be deemed to refer to the Replacement Exchange.

"**Security Holder**" means the holder of a Security.

"**Settlement Cycle**" means the period of Clearance System Business Days following a transaction on the Relevant Exchange<sub>i</sub> in the securities that form the basis of the respective Basket Component<sub>i</sub>, during which period settlement will customarily take place according to the rules of such Relevant Exchange<sub>i</sub>.

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Strike**" means the Strike as specified in § 1 of the Product and Underlying Data.

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying**" means a Basket consisting of the Basket Components.

"**Website for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

"**Worst Performance (b)**" means the Performance of the Basket Component<sub>j</sub> (b) specified as follows:

Performance of the Basket Component<sub>j</sub> (b) =  $\min_{i=1, \dots, N} [K_i (b) / K_i (\text{initial})]$

"**Worst Performance (m)**" means the Performance of the Basket Component<sub>j</sub> (m) specified as follows:

Performance of the Basket Component<sub>j</sub> (m) =  $\min_{i=1, \dots, N} [K_i (m) / K_i (\text{initial})]$

"**Worst Performance (final)**" means the Performance of the Basket Component<sub>j</sub> (final) specified as follows:

Performance of the Basket Component<sub>j</sub> (final) =  $\min_{i=1, \dots, N} [K_i (\text{final}) / K_i (\text{initial})]$

## § 2

### Interest, Additional Amount

- (1) *Interest*: The Securities do not bear interest.
- (2) *Additional Conditional Amount (m)*: If an Additional Conditional Amount Payment Event has occurred on an Observation Date (m), the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the

provisions of § 6 of the Special Conditions less all Additional Amounts paid on the preceding Additional Amount Payment Dates.

If no Additional Conditional Amount Payment Event has occurred on an Observation Date (m), the Additional Conditional Amount (m) will not be paid on the respective Additional Conditional Amount Payment Date (m).

### § 3

#### **Redemption, Automatic Early Redemption**

- (1) *Redemption*: The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.
- (2) *Automatic Early Redemption*: If an Early Redemption Event has occurred, the Securities will be automatically early redeemed on the immediately following Early Payment Date (k) by payment of the respective Early Redemption Amount (k) on the respective Early Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions.

### § 4

#### **Redemption Amount, Early Redemption Amount**

- (1) *Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:
  - If no Barrier Event has occurred, the Redemption Amount corresponds to the Maximum Amount.
  - If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:  
$$\text{Redemption Amount} = \text{Nominal Amount} \times \text{Worst Performance (final)} / \text{Strike}$$

However, in this case the Redemption Amount is not greater than the Nominal Amount.
- (2) *Early Redemption Amount*: The Early Redemption Amount (k) for an Early Payment Date (k) is specified in § 1 of the Product and Underlying Data.

### § 5

#### **Issuer's Extraordinary Call Right**

*Issuer's extraordinary call right*: Upon the occurrence of a Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. Such call shall become effective at the time indicated in the notice.

The "**Cancellation Amount**" shall be the fair market value of the Securities as of the first Banking Day before the extraordinary call becomes effective, determined by the Calculation Agent acting in accordance with relevant market practice and in good faith under then prevailing circumstances.

The determination of the fair market value is based on the economic equivalent of the Issuer's payment obligations to the Security Holders consistent with the provisions for the redemption profile, interest or other additional amounts of the Securities that would otherwise be due after the day on which the extraordinary call becomes effective and which is adjusted for taking into consideration the following parameters as of the first Banking Day before the extraordinary call

becomes effective: the price of the Underlying, the remaining time to maturity, the estimated volatility, the expected dividends (if applicable), the current market interest rate as well as the interest spread associated with the credit default risk of the Issuer and any other relevant market parameter that can influence the value of the Securities.

The Cancellation Amount will be paid within five Banking Days following the date as of which the extraordinary call becomes effective, or at the date specified in the above mentioned notice, as the case may be, pursuant to the provisions of § 6 of the Special Conditions.

## § 6

### Payments

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.
- (2) *Business day convention:* If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such a payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the legal interest rate ('Saggio degli Interessi legali'), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

## § 7

### Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.

Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.

- (2) *Discretionary valuation:* If the Market Disruption Event continues for more than 8 consecutive Banking Days the Calculation Agent shall determine, acting in accordance with relevant market practice and in good faith, the respective Reference Price required for the calculations or, respectively, specifications described in these Terms and Conditions. Such Reference Price shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Munich local time) on this 9th Banking Day, taking into account the financial position of the Security Holders.

If within these 8 Banking Days traded Underlying Linked Derivatives of the respective Basket Component, expire or are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange, for the there traded Underlying Linked Derivatives will be taken into account in order to conduct the calculations or, respectively,



specifications described in these Terms and Conditions. In that case, the expiration date for those Underlying Linked Derivatives is the respective Observation Date.

## § 8

### **Adjustments, Type of Adjustment, New Index Sponsor and New Index Calculation Agent, Replacement Specification, Notifications**

- (1) *Adjustments:* If an Adjustment Event occurs the Calculation Agent is authorised to adjust the Terms and Conditions of these Securities (the "**Adjustment**"); whether an Adjustment is to be made shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

The goal of the Adjustment is to appropriately consider the economic impact of the circumstance that triggered the Adjustment Event, so that the economic characteristics of the Securities remain as unchanged as possible, taking into account the interests of the Security Holders as well as the Issuer ("**Adjustment Goal**"). A subsequent adverse change of the value of the Securities resulting from the Adjustment cannot be ruled out.

The Calculation Agent determines all Adjustments according to this § 8 acting in accordance with relevant market practice and in good faith, taking into account the Adjustment Goal. It will only make an Adjustment if such Adjustment is reasonable for the Security Holders as well as for the Issuer, in particular if the circumstance that triggered the Adjustment Event has not only an insignificant impact on the economic characteristics of the Securities; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

- (2) *Type of Adjustment:* In the context of an Adjustment in relation to a Basket Component<sub>i</sub> the Calculation Agent may, in particular and in accordance with paragraph (1) above, replace the relevant Basket Component<sub>i</sub> by a Replacement Basket Component<sub>i</sub> and if necessary redefine the Product and Underlying Data. As "**Replacement Basket Component**" another index can be considered which is comparable to the original index with respect to the represented constituents, the consideration of returns and distributions of the constituents included in the index (e.g. dividends) and, if applicable, fees and costs included in the index.

If the Calculation Agent designates a Replacement Basket Component<sub>i</sub> from the Adjustment Date on (as defined in paragraph 5 below), every reference to the relevant Basket Component<sub>i</sub> in these Terms and Conditions shall be a reference to the Replacement Basket Component<sub>i</sub>, unless the context requires otherwise.

- (3) *New Index Sponsor and New Index Calculation Agent:* If a Basket Component<sub>i</sub> is no longer determined by the respective Index Sponsor<sub>i</sub> but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in these Terms and Conditions shall occur on the basis of the respective Basket Component<sub>i</sub> as determined by the respective New Index Sponsor. In this case, any reference to the replaced Index Sponsor<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the respective New Index Sponsor. If the respective Basket Component<sub>i</sub> is no longer calculated by the respective Index Calculation Agent<sub>i</sub> but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in these Terms and Conditions shall occur on the basis of the respective Basket Component<sub>i</sub> as calculated by the respective New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the respective New Index Calculation Agent.

- (4) *Replacement Specification:* If a price of a Basket Component<sub>i</sub> published by the respective Index Sponsor<sub>i</sub> or the respective Index Calculation Agent<sub>i</sub>, as the case may be, pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") will be published by the respective Index Sponsor<sub>i</sub> or the Index Calculation Agent<sub>i</sub>, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").
- (5) *Notifications:* All Adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the Securities Holder according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.

## Summary

### Section 1 – Introduction containing warnings

This summary should be read as an introduction to the Prospectus.

Investors should base any decision to invest in the Securities on a consideration of the Prospectus as a whole.

Investors could lose all or part of the invested capital.

Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Prospectus (including any supplements as well as the Final Terms) before the legal proceedings are initiated.

Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Securities.

**You are about to purchase a product that is not simple and may be difficult to understand.**

*Securities:* **Phoenix Worst Of su EURO STOXX 50<sup>®</sup> (Price) Index (EUR), S&P 500<sup>®</sup> (Price Return) Index** (ISIN: DE000HB23UQ4)

*Issuer:* UniCredit Bank AG (the "**Issuer**" or "**HVB**" and HVB, together with its consolidated subsidiaries, the "**HVB Group**"), Arabellastr. 12, 81925 Munich, Federal Republic of Germany. Phone number: +49 89 378 17466 – Website: [www.hypovereinsbank.de](http://www.hypovereinsbank.de). The Legal Entity Identifier (LEI) of the Issuer is: 2ZCNRR8UK830BTEK2170.

*Competent authority:* Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt, Federal Republic of Germany. Phone number: +49 (0)228 41080.

*Date of approval of the Prospectus:* Base Prospectus of UniCredit Bank AG for Securities with Multi-Underlying (without capital protection), as supplemented from time to time, (the "**Prospectus**") consisting of the Securities Note of UniCredit Bank AG for Securities with Multi-Underlying (without capital protection) dated and approved by BaFin on 14 December 2021 and the Registration Document of UniCredit Bank AG dated and approved by BaFin on 17 May 2021.

### Section 2 – Key information on the Issuer

#### Who is the Issuer of the Securities?

UniCredit Bank AG is the legal name. HypoVereinsbank is the commercial name of the Issuer. HVB has its registered office at Arabellastr. 12, 81925 Munich, was incorporated in Germany and is registered with the Commercial Register at the Local Court (*Amtsgericht*) in Munich under number HRB 42148, incorporated as a stock corporation under the laws of the Federal Republic of Germany. The LEI is 2ZCNRR8UK830BTEK2170.

#### Principal Activities

HVB offers a comprehensive range of banking and financial products and services to private, corporate and public sector customers, international companies and institutional customers.

This range extends from mortgage loans, consumer loans, savings-and-loan and insurance products, and banking services for private customers through to business loans and foreign trade financing and investment banking products for corporate customers.

HVB offers comprehensive financial and asset planning in high-value customer segments.

#### Major Shareholders

UniCredit S.p.A. holds directly 100% of HVB's share capital.

#### Key Managing Directors

The Management Board (Vorstand) consists of seven members: Boris Scukanec Hopinski (Chief Operating Officer), Christian Reusch (Corporate & Investment Banking), Marion Höllinger (Private Clients Bank), Dr. Jürgen Kullnigg (Chief Risk Officer), Dr. Michael Diederich (Spokesman of the Management Board, Human Capital/Arbeit und Soziales), Jan Kupfer (Corporates) and Ljubisa Tesić (Chief Financial Officer).

#### Statutory Auditors

Deloitte GmbH Wirtschaftsprüfungsgesellschaft, the independent auditor (*Wirtschaftsprüfer*) of HVB, has audited the consolidated financial statements (*Konzernabschluss*) of HVB Group for the financial year ended 31 December 2019 and for

the financial year ended 31 December 2020 and the unconsolidated financial statements of HVB for the financial year ended 31 December 2020 and has in each case issued an unqualified audit opinion thereon.

### What is the key financial information regarding the Issuer?

The following key financial information of the Issuer is based on the audited consolidated financial statements of the Issuer as of and for the year ended 31 December 2020.

#### Consolidated income statement

	1/1/2020 – 31/12/2020	1/1/2019 – 31/12/2019
Net interest income	€2,413m	€2,388m
Net fees and commissions	€1,007m	€973m
Credit impairment losses IFRS 9	€-733m	€-115m
Net trading income	€662m	€579m
Operating profit	€1,833m	€1,671m
Profit after tax	€668m	€828m
Earnings per share	€0.83	€1.01

#### Balance sheet

	31/12/2020	31/12/2019
Total assets	€338,124m	€303,598m
Senior debt <sup>1</sup>	€30,813m	€28,105m
Subordinated debt <sup>2</sup>	€2,943m	€464m
Loans and receivables with customers (at cost)	€144,247m	€139,632m
Deposits from customers	€143,803m	€125,394m
Total equity	€17,875m	€18,915m
Common Equity Tier 1 capital (CET1) ratio	18.8%	17.5%
Total Capital Ratio	22.5%	18.1%
Leverage Ratio calculated under applicable regulatory framework <sup>3</sup>	4.9%	4.3%

<sup>1</sup> Balance sheet item "Debt securities in issue" minus subordinated debt (31/12/2020: Debt securities in issue total € 31,743m minus subordinated capital €930m; 31/12/2019: Debt securities in issue total € 28,256m minus subordinated capital €151m).

<sup>2</sup> In 2019 the subordinated capital comprised of the balance sheet items "Deposits from banks" and "Debt securities in issue" and in 2020 the subordinated capital comprised of the balance sheet items "Deposits from banks", "Debt securities in issue" and "Shareholders' Equity".

<sup>3</sup> Ratio of core capital to the sum total of the exposure values of all assets and off-balance-sheets items. Article 500b CRR II introduced through Regulation (EU) 2020/873 "Temporary exclusion of certain exposures to central banks from the total exposure measure in view of the COVID-19 pandemic" was applied to determine the leverage ratio of HVB Group at 31 December 2020 (in accordance with approved consolidated financial statements). Had the aforementioned article not been applied, the leverage ratio of HVB Group as at 31 December 2020 would amount to 4.4% (in accordance with approved consolidated financial statements).

### What are the key risks that are specific to the Issuer?

**Risks related to the Issuer's financial situation:** Risk that HVB Group will not be able to meet its payment obligations on time or in full or to obtain sufficient liquidity when required as well as that liquidity will only be available at higher interest rates, and the risk that the bank will only be able to liquidate assets on the market at a discount could create liquidity problems for HVB Group and thus could result in a limited ability to fund its activities and meet its minimum liquidity requirements.

**Risks related to the Issuer's specific business activities:** Risks arising from the normal business activities of HVB Group, which involve credit risk in the lending business, market risk in the trading business as well as risks from other business activities such as the real estate business activities of HVB Group could have an adverse impact on HVB Group's operating results, its assets and its financial situation.

**General risks related to the Issuer's business operations:** Risks from inadequate or failed internal processes, systems and people or from external events, risks caused by adverse reactions of stakeholders due to their altered perception of the bank, risks from unexpected adverse changes in the future earnings of the bank as well as risks from concentrations of risk and/or

earnings positions could result in financial losses, a downgrade of the bank's rating and an increase in the business risk of the HVB Group.

**Legal and regulatory risk:** Changes of the regulatory and statutory environment of HVB could result in higher capital costs and a rise of costs for the implementation of regulatory requirements. In cases of non-compliance with regulatory requirements, (tax) laws, regulations, statutory provisions, agreements, mandatory practices and ethical standards, the public perception of HVB Group as well as its earnings and financial situation could be negatively affected.

**Strategic and macroeconomic risk:** Risks resulting from management either not recognising early enough or not correctly assessing significant developments or trends in the bank's environment and risks arising from negative economic developments in Germany and on the international financial and capital markets could have a negative effect on the assets, liabilities, financial position and profit or loss of HVB Group. It can be expected that the global spread of the coronavirus will weigh on global economic growth in the first half of the year. It is also possible that the burden will last longer depending on how the pandemic progresses.

### Section 3 – Key information on the Securities

#### What are the main features of the Securities?

##### Product Type, Underlying and form of the Securities

*Product Type:* Worst-of Express Securities with Additional Amount with cash settlement (with date-related Barrier observation) (Quanto)

*Underlying:* The Underlying is a basket consisting of the following indices as Basket Components:

i	Basket Component <sub>i</sub>	Reference Price <sub>i</sub>
1	EURO STOXX 50® (Price) Index (EUR) (ISIN EU0009658145)	Closing price
2	S&P 500® (Price Return) Index (ISIN US78378X1072)	Closing price

The Securities are issued as debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (Testo Unico della Finanza). The Securities will be represented by book entry and registered in the books of the Clearing System. The transfer of the Securities operates by registration on the relevant accounts opened in the Clearing System. The international securities identification number (ISIN) of the Securities is set out in Section 1.

##### Issuance, Nominal Amount and Term

The Securities will be issued on 28 February 2022 in Euro (EUR) (the "**Specified Currency**"), with a Nominal Amount of EUR 100.00, as 300,000 Certificates. The Securities have a definite term.

##### Additional Conditional Amount (m)

Provided that no Early Redemption Event has occurred, the Security Holder will receive an Additional Conditional Amount (m) subject to the following conditions:

- (A) On an Observation Date (m), an Additional Conditional Amount Payment Event occurs. On the respective Additional Conditional Amount Payment Date (m), the Security Holder will receive the respective Additional Conditional Amount (m) less all Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).
- (B) On an Observation Date (m), an Additional Conditional Amount Payment Event does not occur. On the respective Additional Conditional Amount Payment Date (m), no Additional Conditional Amount (m) will be paid.
- (C) On an Observation Date (k), an Early Redemption Event occurs. Payment of the Additional Conditional Amount (m) will lapse for all following Additional Conditional Amount Payment Dates (m).

Additional Conditional Amount Payment Event means that the Worst Performance (m) on the respective Observation Date (m) is equal to or greater than the Additional Amount Payment Level (m).

With regard to the determination of an Additional Conditional Amount Payment Event, the performance of each Basket Component is formed by dividing the respective Reference Price<sub>i</sub> on the Observation Date (m) by the respective Initial Reference Price<sub>i</sub>. The Worst Performance (m) is the lowest value of such quotient.

m	Observation Date (m)	Additional Conditional Amount Payment Level (m)	Record Date	Additional Conditional Amount Payment Date (m)	Additional Conditional Amount (m)
1	22 August 2022	70%	26 August 2022	29 August 2022	EUR 2.85
2	21 February 2023	70%	27 February 2023	28 February 2023	EUR 5.70

3	21 August 2023	70%	25 August 2023	28 August 2023	EUR 8.55
4	21 February 2024	70%	27 February 2024	28 February 2024	EUR 11.40
5	21 August 2024	70%	27 August 2024	28 August 2024	EUR 14.25
6	21 February 2025	70%	27 February 2025	28 February 2025	EUR 17.10
7	21 August 2025	70%	27 August 2025	28 August 2025	EUR 19.95

## Redemption of the Securities

### *Automatic early redemption on the Early Payment Dates (k)*

The Securities will be redeemed early on the relevant Early Payment Date (k), if an Early Redemption Event occurs. In this case, the Security Holder receives the Early Redemption Amount (k) on the respective Early Payment Date (k).

An Early Redemption Event means that the Performance of all Basket Components on the respective Observation Date (k) is equal to or greater than the Early Redemption Level<sub>i</sub> (k) allocable to the Basket Components.

The Performance of the Basket Components on the respective Observation Date (k) is calculated by dividing the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the respective Observation Date (k) by the Initial Reference Price<sub>i</sub>.

k	Observation Date (k)	Early Payment Date (k)	Early Redemption Level <sub>i</sub> (k)	Early Redemption Amount (k)
1	22 August 2022	29 August 2022	100%	EUR 100.00
2	21 February 2023	28 February 2023	100%	EUR 100.00
3	21 August 2023	28 August 2023	100%	EUR 100.00
4	21 February 2024	28 February 2024	100%	EUR 100.00
5	21 August 2024	28 August 2024	100%	EUR 100.00
6	21 February 2025	28 February 2025	100%	EUR 100.00

### *Redemption as at the Final Payment Date*

If the Securities are not redeemed early, the Securities will be redeemed on the Final Payment Date as follows:

- (A) A Barrier Event has not occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Maximum Amount.
- (B) A Barrier Event has occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a quotient. The quotient is formed by dividing the Worst Performance (final) by the Strike.

If a Barrier Event has occurred, the Redemption Amount will not be greater than the Nominal Amount.

With regard to the payment of the Redemption Amount, the performance of each Basket Component is formed by dividing the respective Final Reference Price<sub>i</sub> by the respective Initial Reference Price<sub>i</sub>. The Worst Performance (final) will be the lowest value of such quotient.

## Additional definitions and product terms

Barrier Event means that the Worst Performance (b) on the respective Barrier Observation Date is lower than the Barrier Level.

With regard to the determination of a Barrier Event, the performance of each Basket Component is formed by dividing the respective Reference Price<sub>i</sub> on the Barrier Observation Date by the respective Initial Reference Price<sub>i</sub>. The Worst Performance (b) will be the lowest value of such quotient.

Final Reference Price<sub>i</sub> means the Reference Price<sub>i</sub> of the relevant Basket Component<sub>i</sub> determined on the Final Observation Date.

Initial Reference Price<sub>i</sub> means the Reference Price<sub>i</sub> of the relevant Basket Component<sub>i</sub> determined on the Initial Observation Date.

Barrier Level	Strike	Maximum Amount	Initial Observation Date	Barrier Observation Date	Final Observation Date	Expiry Date (Data di Scadenza)	Final Payment Date
70%	100%	EUR 100.00	25 Feb 2022	21 Aug 2025	21 Aug 2025	28 Aug 2025	28 Aug 2025

**Extraordinary termination right:** The Issuer has the right to extraordinary terminate the Securities at the fair market value of

the Securities upon the occurrence of certain Call Events (for example, the calculation of a Basket Component is discontinued and no suitable replacement basket component is available).

**Adjustment right:** The Terms and Conditions of the Securities may be adjusted by the Calculation Agent if an Adjustment Event occurs (for example, a change to the relevant index concept of a Basket Component).

**Status of the Securities:** The obligations under the Securities constitute direct and unsecured obligations of the Issuer and rank *pari passu* with all other unsecured and unsubordinated obligations of the Issuer. In the case of a resolution (bail-in), the Securities will, within the liability cascade, be considered only after all non-preferred liabilities of the Issuer.

#### **Where will the Securities be traded?**

No application for the Securities to be admitted to trading on a regulated market has been made. However, application to trading will be made with effect from 7 March 2022 on the following multilateral trading facilities (MTF): EuroTLX, organised and managed by Borsa Italiana S.p.A.

#### **What are the key risks that are specific to the Securities?**

The specific risk factors related to the Securities, which in the view of the Issuer are material, are described below:

**Risk related to the rank and characteristic of the Securities in the case of a failure of the Issuer:** The Security Holders bear the risk of the insolvency of the Issuer. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail.

**Specific Risks related to the payment profile of the Securities:** There is the particular risk that the price of the Basket Component with the worst performance falls during the term of the Securities and consequently the Security Holder will suffer a significant loss of his invested capital. A total loss is possible. Falling prices of the Basket Components will have a negative impact on the Security Holder, especially if a Barrier Event occurs.

**Risks arising from the Terms and Conditions of the Securities:** The Security Holders bear a risk of loss if the Securities are terminated by the Issuer. The Securities will then be redeemed at their fair market value of the Securities. This may be lower than the amount that the Security Holder would have received if there had been no extraordinary termination of the Securities. In addition, Security Holders bear a reinvestment risk. Moreover, the Security Holders bear a risk of loss if an adjustment of the Terms and Conditions is made or if a market disruption occurs.

**Risks related to the investment in, the holding and selling of the Securities:** The Security Holders bear the risk that the market price of the Securities may be subject to severe fluctuations during the term of Securities and that the Security Holder is not able to purchase or to sell the Securities at a specific time or for a specific price.

**Risks related to Indices as Basket Components:** The Securities are associated with risks for Security Holders similar to those of direct investments in a comparable portfolio of the assets underlying the relevant Index. Changes in the value of the Index Components consequently directly affect the price of the Index.

### **Section 4 – Key information on the offer of the Securities to the public and/or the admission to trading on a regulated market**

#### **Under which conditions and timetable can the Investor invest in this Security?**

Day of the First Public Offer:	10 January 2022	Offering country:	Italy
Subscription Period:	10 January 2022 to 23 February 2022	Potential Investors:	Qualified investors, retail investors and/or institutional investors
Issue Price:	EUR 100.00	Smallest Tradeable Unit:	1 Security
Issue Date:	28 February 2022	Smallest Transferable Unit:	1 Security

After the end date of the Subscription Period, the Securities will be continuously offered for sale. The public offer may be terminated by the Issuer at any time without giving any reason. The effectiveness of the offer is subject to the adoption of the admission provision for trading by EuroTLX prior to the Issue Date. The Issuer undertakes to request the admission to trading on EuroTLX in time for the adoption of the admission provision by the Issue Date.

If the Securities are placed through "door to door selling" or "long distance technique selling" the relevant investor has a statutory withdrawal right. In these cases, the effects of the subscription agreements will be suspended for seven days (in case of "door to door selling") or fourteen days (in case of "long distance technique selling") from the date of the subscription by the relevant investor.

**Costs charged by the Issuer:** The product specific Initial Costs contained in the Issue Price amount to EUR 3.50. The Distributor receives from the Issuer an implied placement commission comprised in the Issue Price. Other commissions, costs and expenses, which are charged by a third party, shall be separately disclosed by the third party.

### **Why is this Prospectus being produced?**

**Use of proceeds:** The net proceeds from each issue of Securities will be used by the Issuer for making profit and/or hedging certain risks.

**Underwriting:** The offer is not subject to an underwriting agreement.

**Material conflicts of interest with regard to the offer:** The Issuer may enter into further transactions and business relationships which may adversely affect the Securities. In addition, the Issuer may have non-public information about the Underlying. There is no obligation to disclose this information to the Security Holders. With regard to trading of the Securities, the Issuer has a conflict of interest being also the Market Maker on the Borsa Italiana - EuroTLX (MTF) and thus, for example, may determine the prices of the Securities. The Issuer is the arranger, Calculation and Paying Agent for the Securities. Distributors may receive inducements from the Issuer.



# Nota di Sintesi

## Sezione 1 – Introduzione contenente avvertenze

La presente nota di sintesi va letta come un'introduzione al Prospetto. Qualsiasi decisione di investire nei Titoli dovrebbe basarsi sull'esame del Prospetto completo da parte degli investitori.

Gli investitori potrebbero incorrere in una perdita totale o parziale del capitale investito.

Qualora sia proposto un ricorso dinanzi all'organo giurisdizionale in merito alle informazioni contenute nel presente Prospetto, l'investitore ricorrente potrebbe essere tenuto, a norma del diritto nazionale, a sostenere le spese di traduzione del Prospetto (ivi incluso qualunque supplemento nonché le Condizioni Definitive (Final Terms)) prima dell'inizio del procedimento.

La responsabilità civile incombe esclusivamente sulle persone che hanno presentato la nota di sintesi, comprese le sue eventuali traduzioni, ma soltanto se tale nota di sintesi risulti fuorviante, imprecisa o incoerente se letta insieme con le altre parti del Prospetto o non offre, se letta insieme alle altre parti del Prospetto, le informazioni fondamentali per aiutare gli investitori al momento di valutare l'opportunità di investire in tali Titoli.

**State per acquistare un prodotto che non è semplice e che può essere di difficile comprensione.**

Titoli: **Phoenix Worst Of su EURO STOXX 50® (Price) Index (EUR), S&P 500® (Price Return) Index** (ISIN: DE000HB23UQ4)

Emittente: UniCredit Bank AG (l'"**Emittente**" o "**HVB**" e HVB congiuntamente con le proprie controllate consolidate "**Gruppo HVB**"), Arabellastr. 12, 81925 Monaco, Repubblica Federale Tedesca. Numero di Telefono: +49 89 378 17466 – Sito web: [www.hypovereinsbank.de](http://www.hypovereinsbank.de). Il codice LEI (Legal Entity Identifier) dell'Emittente è: 2ZCNRR8UK830BTEK2170.

Autorità competente: Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**"), Marie-Curie-Str. 24-28, 60439 Francoforte, Repubblica Federale Tedesca. Numero di Telefono: +49 (0)228 41080.

*Data di approvazione del Prospetto:* Il Prospetto di Base di UniCredit Bank AG per i Titoli con Sottostante Plurimo (senza protezione del capitale) (Base Prospectus for Securities with Multi-Underlying (without capital protection)), come supplementato di volta in volta, (il "**Prospetto**") costituito dalla Nota Informativa di UniCredit Bank AG per i Titoli con Sottostante Plurimo (senza protezione del capitale) (Base Prospectus for Securities with Multi-Underlying (without capital protection)) datata e approvata da BaFin il 14 dicembre 2021 e dal Documento di Registrazione di UniCredit Bank AG datato e approvato da BaFin il 17 maggio 2021.

## Sezione 2 – Informazioni fondamentali concernenti l'Emittente

### Chi è l'Emittente dei Titoli?

UniCredit Bank AG è la denominazione legale. HypoVereinsbank è la denominazione commerciale dell'Emittente. HVB ha la propria sede legale in Arabellastraße 12, 81925 Monaco, è stata costituita in Germania ed è iscritta presso il Registro delle Imprese di Monaco (*Amtsgericht*) al numero HRB 42148, nella forma di società per azioni ai sensi delle leggi della Repubblica Federale Tedesca. Il codice LEI è 2ZCNRR8UK830BTEK2170.

### Attività principali

HVB offre una svariata gamma di prodotti bancari e finanziari e servizi ai clienti nel settore privato, commerciale (corporate) e pubblico, a società internazionali e ai clienti istituzionali.

La gamma di prodotti e servizi si estende ai mutui ipotecari, ai crediti al consumo, al risparmio e al prestito oltre a prodotti assicurativi e servizi bancari per i clienti del settore privato nonché prestiti commerciali e finanziamenti all'export e prodotti di investment banking per i clienti del settore corporate.

HVB offre una gamma completa di servizi di pianificazione finanziaria e patrimoniale nei segmenti della clientela di alto profilo.

### Maggiori azionisti

UniCredit S.p.A. detiene direttamente il 100% del capitale sociale di HVB.

### Principali amministratori delegati

Il Consiglio di Amministrazione (*Vorstand*) è composto da sette membri: Boris Scukanec Hopinski (Direttore Operativo – (*Chief Operating Officer*)), Christian Reusch (*Corporate & Investment Banking*), Marion Höllinger (*Private Clients Bank*), Dr. Jürgen Kullnigg (Responsabile della Gestione dei Rischi – (*Chief Risk Officer*)), Dr. Michael Diederich (Portavoce del Consiglio di Amministrazione, Risorse Umane – (*Arbeit und Soziales*)), Jan Kupfer (Imprese (*Corporates*)) e Ljubisa Tesić (Direttore Finanziario – (*Chief Financial Officer*)).

## Revisori Legali

Deloitte GmbH Wirtschaftsprüfungsgesellschaft, revisore indipendente (*Wirtschaftsprüfer*) di HVB, ha sottoposto a revisione i bilanci consolidati (*Konzernabschluss*) del Gruppo HVB per l'esercizio chiuso al 31 dicembre 2019 e per l'esercizio chiuso al 31 dicembre 2020 e il bilancio non consolidato di HVB per l'esercizio chiuso al 31 dicembre 2020 e ha emesso in ciascun caso un giudizio di revisione senza riserve.

## Quali sono le informazioni finanziarie fondamentali relative all'Emittente?

Le seguenti principali informazioni finanziarie dell'Emittente sono basate sul bilancio consolidato sottoposto a revisione dell'Emittente per l'esercizio chiuso al 31 dicembre 2020.

### Conto economico consolidato

	1/1/2020 – 31/12/2020	1/1/2019 – 31/12/2019
Ricavi netti da interessi	€2.413m	€2.388m
Ricavi netti da commissione e compensi	€1.007m	€973m
Perdite per riduzione del credito IFRS 9	€-733m	€-115m
Utili netti derivanti da negoziazione	€662m	€579m
Margine operativo	€1.833m	€1.671m
Utile dopo imposte	€668m	€828m
Utile per azione	€0.83	€1.01

### Stato patrimoniale

	31/12/2020	31/12/2019
Attività totali	€338.124m	€303.598m
Debito di primo rango (senior) ( <i>Senior debt</i> ) <sup>1</sup>	€30.813m	€28.105m
Debiti subordinati <sup>2</sup>	€2.943m	€464m
Finanziamenti e crediti di clienti (netti)	€144.247m	€139.632m
Depositi di clienti	€143.803m	€125.394m
Capitale totale	€17.875m	€18.915m
Coefficiente di capitale di base di classe 1 (CET1)	18,8%	17,5%
Coefficiente di capitale totale	22,5%	18,1%
Coefficiente di leva finanziaria ( <i>Leverage Ratio</i> ) calcolato secondo il quadro normativo applicabile <sup>3</sup>	4,9%	4,3%

<sup>1</sup> Voce dello stato patrimoniale "Strumenti finanziari di debito in emissione" (*Debt securities in issue*) meno titoli subordinati (31/12/2020: Totale degli strumenti finanziari di debito in emissione € 31.743m meno capitale subordinato € 930m; 31/12/2019: Totale degli strumenti finanziari di debito in emissione € 28.256m meno capitale subordinato €151m).

<sup>2</sup> Nel 2019 il capitale subordinato è composto dalle voci dello stato patrimoniale "Depositi dalle banche" (*Deposits from banks*) e "Strumenti finanziari di debito in emissione" (*Debt securities in issue*), mentre nel 2020 il capitale subordinato è composto dalle voci dello stato patrimoniale "Depositi da banche" (*Deposits from banks*), "Strumenti finanziari di debito in emissione" (*Debt securities in issue*), e "Patrimonio netto" (*Shareholders' Equity*).

<sup>3</sup> Rapporto tra il capitale di base e la somma dei valori di esposizione di tutte le attività e delle voci fuori del bilancio. L'articolo 500b della CRR II, introdotto attraverso il Regolamento (UE) 2020/873, "Esclusione temporanea di alcune esposizioni verso le banche centrali dalla misura dell'esposizione complessiva in considerazione della pandemia COVID-19" è stato applicato per determinare il coefficiente di leva finanziaria del Gruppo HVB al 31 dicembre 2020 (conformemente ai bilanci consolidati approvati). Se il suddetto articolo non fosse stato applicato, il coefficiente di leva finanziaria del Gruppo HVB al 31 dicembre 2020 sarebbe stato pari al 4,4% (conformemente ai bilanci consolidati approvati).

## Quali sono i principali rischi specifici dell'Emittente?

**Rischi correlati alla situazione finanziaria dell'Emittente:** Rischio che il Gruppo HVB non sia in grado di adempiere tempestivamente o pienamente alle proprie obbligazioni di pagamento o che non sia in grado di ottenere sufficiente liquidità quando richiesto nonché che la liquidità sia disponibile solo ad un tasso di interesse più alto, e rischio che la banca sia soltanto in grado di liquidare attività sul mercato a sconto potrebbe creare problemi di liquidità per il Gruppo HVB e, quindi, potrebbe comportare una limitata possibilità di finanziare le proprie attività e raggiungere i propri livelli minimi di liquidità.

**Rischi relativi alle specifiche attività di business dell'Emittente:** Rischi derivanti dalle normali attività di business del

Gruppo HVB che potrebbero comportare rischio di credito nelle operazioni di *lending*, rischio di mercato nelle attività di negoziazione così come rischi relativi ad altre attività di business quali l'attività immobiliare del Gruppo HVB potrebbero avere un impatto negativo sui risultati operativi, sugli attivi e sulla situazione finanziaria del Gruppo HVB.

**Rischi generali relativi alle operazioni commerciali dell'Emittente:** Rischi derivanti da inadeguati o non riusciti processi interni, sistemi e persone o da eventi esterni così come rischi causati da reazioni avverse degli azionisti a causa della loro percezione alterata della banca, rischi derivanti da inattesi cambiamenti avversi negli utili futuri della banca, nonché i rischi derivanti dalle concentrazioni di posizioni di rischio e/o di ricavo, potrebbero comportare perdite finanziarie, un declassamento del rating della banca ed un aumento del rischio di impresa del Gruppo HVB.

**Rischi legali e regolamentari:** Cambiamenti del contesto regolamentare o statutario di HVB potrebbero comportare costi di capitale superiori e un aumento dei costi per l'implementazione dei requisiti regolamentari. L'eventuale non conformità a requisiti regolamentari, leggi (fiscali) regolamenti, previsioni statutarie, contratti, prassi obbligatorie e standard etici, potrebbe avere un impatto negativo sulla percezione pubblica del Gruppo HVB, nonché sui suoi utili e sulla sua situazione finanziaria.

**Rischio strategico e macroeconomico:** Rischi derivanti dal mancato riconoscimento tempestivo o da una valutazione non corretta di sviluppi o tendenze significative nell'ambiente della banca da parte del management e rischi derivanti da sviluppi economici negativi in Germania e nei mercati internazionali finanziari e dei capitali potrebbero avere effetti negativi su attivi, passività, posizione finanziaria e profitto o perdite del Gruppo HVB. Si può prevedere che la diffusione globale del coronavirus peserà sulla crescita economica globale nella prima metà dell'anno. È anche possibile che l'onere duri più a lungo a seconda di come progredisce la pandemia.

### Sezione 3 – Informazioni fondamentali sui Titoli

#### Quali sono le principali caratteristiche dei Titoli?

##### Tipologia di Prodotto, Sottostante e forma dei Titoli

*Tipologia di Prodotto:* Titoli Worst-of Express con Importo Aggiuntivo (*Worst-of Express Securities with Additional Amount*) con liquidazione in contanti (con osservazione Barriera relativa alla data) (Quanto)

*Sottostante:* Il Sottostante è un paniere che è composto dai seguenti indici come Componenti del Paniere:

i	Componente del Paniere <sub>i</sub>	Prezzo di Riferimento <sub>i</sub>
1	EURO STOXX 50® (Price) Index (EUR) (ISIN EU0009658145)	Prezzo di chiusura
2	S&P 500® (Price Return) Index (ISIN US78378X1072)	Prezzo di chiusura

I Titoli sono emessi come titoli di debito in forma dematerializzata nominativa ai sensi del *Testo Unico della Finanza*. I Titoli saranno rappresentati da registrazioni contabili registrate sul sistema di contabilizzazione del Sistema di Gestione Accentrata (*Clearing System*). Il trasferimento dei Titoli avviene mediante registrazione sui relativi conti accesi presso il Sistema di Gestione Accentrata. Il codice internazionale di identificazione dei titoli (*International Securities Identification Number - ISIN*) dei Titoli è indicato nella Sezione 1.

##### Emissione, Importo Nominale e Durata

I Titoli saranno emessi il 28/02/2022 in Euro (EUR) (la "**Valuta di Emissione**"), con un Importo Nominale pari a EUR 100, pari a 300.000 Certificati. I Titoli hanno durata definita.

##### Importo Condizionato Aggiuntivo (m)

Se non si è verificato un Evento di Rimborso Anticipato, il Portatore del Titolo riceverà un Importo Condizionato Aggiuntivo (m) alle seguenti condizioni:

(A) Ad una Data di Osservazione (m) si verifica un Evento di Pagamento dell'Importo Condizionato Aggiuntivo (m). Alla rispettiva Data di Pagamento dell'Importo Condizionato Aggiuntivo (m), il Portatore del Titolo riceverà il rispettivo Importo Condizionato Aggiuntivo (m) meno tutti gli Importi Condizionati Aggiuntivi (m) pagati alle precedenti Date di Pagamento dell'Importo Condizionato Aggiuntivo (m).

(B) Ad una Data di Osservazione (m) non si verifica un Evento di Pagamento dell'Importo Condizionato Aggiuntivo (m). Alla rispettiva Data di Pagamento dell'Importo Condizionato Aggiuntivo (m) non verrà pagato alcun Importo Condizionato Aggiuntivo (m).

(C) Ad una Data di Osservazione (k), si verifica un Evento di Rimborso Anticipato. Il Pagamento dell'Importo Condizionato Aggiuntivo (m) cesserà per tutte le seguenti Date di Pagamento dell'Importo Condizionato Aggiuntivo (m).

Evento di Pagamento dell'Importo Condizionato Aggiuntivo (m) indica che la Performance Peggiora (m) alla rispettiva Data di Osservazione (m) è pari o superiore al Livello di Pagamento dell'Importo Aggiuntivo (m).

Per quanto riguarda la determinazione di un Evento di Pagamento dell'Importo Condizionato Aggiuntivo, la performance di ciascun Componente del Paniere è data dividendo il rispettivo Prezzo di Riferimento<sub>i</sub> alla Data di Osservazione (m) per il rispettivo Prezzo di Riferimento Iniziale<sub>i</sub>. La Performance Peggiora (m) è il valore più basso di tale quoziente.

m	Data di Osservazione (m)	Livello di Pagamento dell'Importo Condizionato Aggiuntivo (m)	Record Date	Data di Pagamento dell'Importo Condizionato Aggiuntivo (m)	Importo Condizionato Aggiuntivo (m)
1	22/08/2022	70%	26/08/2022	29/08/2022	EUR 2.85
2	21/02/2023	70%	27/02/2023	28/02/2023	EUR 5.70
3	21/08/2023	70%	25/08/2023	28/08/2023	EUR 8.55
4	21/02/2024	70%	27/02/2024	28/02/2024	EUR 11.40
5	21/08/2024	70%	27/08/2024	28/08/2024	EUR 14.25
6	21/02/2025	70%	27/02/2025	28/02/2025	EUR 17.10
7	21/08/2025	70%	27/08/2025	28/08/2025	EUR 19.95

### Rimborso dei Titoli

#### *Rimborso anticipato automatico alle Date di Pagamento Anticipato (k)*

I Titoli saranno rimborsati anticipatamente alla relativa Data di Pagamento Anticipato (k), se si verifica un Evento di Rimborso Anticipato. In questo caso, il Portatore del Titolo riceve l'Importo di Rimborso Anticipato (k) alla rispettiva Data di Pagamento Anticipato (k).

Un Evento di Rimborso Anticipato indica che la Performance di tutti i Componenti del Paniere alla rispettiva Data di Osservazione (k) è uguale o superiore al Livello di Rimborso Anticipato<sub>i</sub> (k) attribuibile ai Componenti del Paniere.

La Performance dei Componenti del Paniere alla rispettiva Data di Osservazione (k) è calcolata dividendo il Prezzo di Riferimento<sub>i</sub> del Componente del Paniere<sub>i</sub> alla rispettiva Data di Osservazione (k) per il Prezzo di Riferimento Iniziale<sub>i</sub>.

k	Data di Osservazione (k)	Data di Pagamento Anticipato (k)	Livello di Rimborso Anticipato <sub>i</sub> (k)	Importo di Rimborso Anticipato (k)
1	22/08/2022	29/08/2022	100%	EUR 100.00
2	21/02/2023	28/02/2023	100%	EUR 100.00
3	21/08/2023	28/08/2023	100%	EUR 100.00
4	21/02/2024	28/02/2024	100%	EUR 100.00
5	21/08/2024	28/08/2024	100%	EUR 100.00
6	21/02/2025	28/02/2025	100%	EUR 100.00

#### *Rimborso alla Data di Pagamento Finale*

Se i Titoli non sono rimborsati anticipatamente, i Titoli saranno rimborsati alla Data di Pagamento Finale come segue:

- (A) Non si è verificato un Evento Barriera. Il Portatore del Titolo riceve l'Importo di Rimborso nella Valuta di Emissione che è uguale all'Importo Massimo.
- (B) Si è verificato un Evento Barriera. Il Portatore del Titolo riceve l'Importo di Rimborso nella Valuta di Emissione che è calcolato moltiplicando l'Importo Nominale per un quoziente. Il quoziente è calcolato dividendo la Performance Peggiora (finale) per lo Strike.

Se si è verificato un Evento Barriera, l'Importo di Rimborso non sarà superiore all'Importo Nominale.

Per quanto riguarda il pagamento dell'Importo di Rimborso, la performance di ciascun Componente del Paniere è data dividendo il rispettivo Prezzo di Riferimento Finale<sub>i</sub> per il rispettivo Prezzo di Riferimento Iniziale<sub>i</sub>. La Performance Peggiora (finale) sarà il valore più basso di tale quoziente.

### Definizioni aggiuntive e termini del prodotto

Evento Barriera indica che la Performance Peggiora (b) alla rispettiva Data di Osservazione della Barriera è inferiore al Livello Barriera.

Per quanto riguarda la determinazione di un Evento Barriera, la performance di ciascun Componente del Paniere è data dividendo il rispettivo Prezzo di Riferimento<sub>i</sub> alla Data di Osservazione Barriera per il rispettivo Prezzo di Riferimento Iniziale<sub>i</sub>. La Performance Peggiora (b) sarà il valore più basso di tale quoziente.

Prezzo di Riferimento Finale<sub>i</sub> indica il Prezzo di Riferimento<sub>i</sub> del Componente del Paniere<sub>i</sub> rilevante determinato alla Data di

Osservazione Finale.

Prezzo di Riferimento Iniziale; indica il Prezzo di Riferimento; del Componente del Paniere; rilevante determinato alla Data di Osservazione Iniziale.

Livello Barriera	Strike	Importo Massimo	Data di Osservazione Iniziale	Data di Osservazione Barriera	Data di Osservazione Finale	Data di Scadenza (Expiry Date)	Data di Pagamento Finale
70%	100%	EUR 100	25/02/2022	21/08/2025	21/08/2025	28/08/2025	28/08/2025

**Diritto di riscatto straordinario:** L'Emittente ha il diritto di estinguere in via straordinaria i Titoli ad un valore equo di mercato al verificarsi di certi Eventi di Call (*Call Events*) (ad esempio, il calcolo di un Componente del Paniere è interrotto e non è disponibile alcun componente del paniere sostitutivo adeguato).

**Diritto di rettifica:** I Termini e Condizioni (*Terms and Conditions*) dei Titoli possono essere rettificati dall'Agente di Calcolo (*Calculation Agent*) nel caso in cui si verifichi un Evento di Rettifica (*Adjustment Event*) (ad esempio un cambio nel concetto dell'indice rilevante di un Componente del Paniere).

**Stato dei Titoli:** Gli obblighi derivanti dai Titoli costituiscono obbligazioni dirette e non garantite dell'Emittente e sono parimenti ordinate con le altre obbligazioni non garantite e non subordinate dell'Emittente. In caso di risoluzione (*bail-in*), nell'ambito dell'ordine delle passività i Titoli saranno presi in considerazione soltanto dopo tutte le passività chirografarie di secondo livello (*non-preferred*) dell'Emittente.

#### **Dove saranno negoziati i Titoli?**

Non è stata presentata domanda per l'ammissione alla negoziazione dei Titoli su un mercato regolamentato. Peraltro, sarà presentata domanda per l'ammissione dei Titoli alla negoziazione con efficacia a partire dal 07/03/2022 sui seguenti sistemi multilaterali di negoziazione (MTF): EuroTLX, organizzato e gestito da Borsa Italiana S.p.A.

#### **Quali sono i principali rischi specifici dei Titoli?**

I fattori di rischio specifici relativi ai Titoli, che nell'opinione dell'Emittente sono significativi, sono descritti di seguito:

**Rischio connesso a rango e caratteristiche dei Titoli in caso di fallimento dell'Emittente:** I Portatori dei Titoli sono esposti al rischio di fallimento dell'Emittente. In aggiunta, i Portatori dei Titoli possono essere soggetti a misure di risoluzione in relazione all'Emittente se l'Emittente sta fallendo od è probabile che fallisca.

**Rischi specifici connessi al profilo di pagamento dei Titoli:** Vi è il particolare rischio che il prezzo del Componente del Paniere con la peggiore performance diminuisca durante la vita dei Titoli e, di conseguenza, che il Portatore del Titolo subisca una perdita significativa del capitale investito. E' possibile una perdita totale. La diminuzione dei prezzi dei Componenti del Paniere avrà un impatto negativo sul Portatore del Titolo, specialmente se si verifica un Evento Barriera.

**Rischi derivanti dai Termini e Condizioni dei Titoli:** I Portatori dei Titoli sono esposti ad un rischio di perdita nel caso in cui i Titoli siano estinti dall'Emittente. I Titoli saranno poi rimborsati al valore equo di mercato dei Titoli. Questo può essere inferiore rispetto all'importo che il Portatore del Titolo avrebbe ricevuto se non ci fosse stato un riscatto straordinario dei Titoli. In aggiunta, i Portatori dei Titoli sono esposti al rischio di reinvestimento. Inoltre, i Portatori dei Titoli sono esposti ad un rischio di perdita se viene effettuata una rettifica dei Termini e Condizioni o se si verifica una turbativa del mercato.

**Rischi connessi all'investimento, alla detenzione e vendita dei Titoli:** I Portatori dei Titoli sono esposti al rischio che il prezzo di mercato dei Titoli può essere soggetto a forti variazioni nel corso della durata dei Titoli e che il Portatore del Titolo non sia in grado di acquistare o vendere i Titoli in un momento specifico o ad un prezzo specifico.

**Rischi connessi agli Indici come Componente del Paniere:** I Titoli sono associati a rischi per i Portatori dei Titoli simili a quelli relativi ad investimenti diretti in un portafoglio comparabile delle attività sottostanti il relativo Indice. Conseguentemente, le variazioni di valore delle Componenti dell'Indice influenzano direttamente il prezzo dell'Indice.

### **Sezione 4 – Informazioni fondamentali sull'offerta pubblica dei Titoli e/o l'ammissione alla negoziazione in un mercato regolamentato**

#### **A quali condizioni posso investire in questo Titolo e qual è il calendario previsto?**

Data della Prima Offerta Pubblica:	10/01/2022	Paese dell'Offerta:	Italia
Periodo di Sottoscrizione:	dal 10/01/2022 al 23/02/2022	Investitori Potenziali:	Investitori qualificati, investitori al dettaglio (retail) e/o investitori istituzionali
Prezzo di Emissione:	EUR 100	Unità Minima Negoziazione:	di 1 Titolo
Data di Emissione:	28/02/2022	Unità Minima Trasferibile:	1 Titolo

Dopo la data di termine del Periodo di Sottoscrizione, i Titoli saranno continuamente offerti per la vendita. L'offerta pubblica può essere terminata in qualsiasi momento dall'Emittente senza fornire alcuna motivazione. L'efficacia dell'offerta è soggetta all'adozione della disposizione di ammissione alla negoziazione da parte di EuroTLX prima della Data di Emissione. L'Emittente si impegna a richiedere l'ammissione alla negoziazione su EuroTLX in tempo per l'adozione della disposizione di ammissione entro la Data di Emissione.

Se i Titoli saranno collocati mediante "vendita fuori sede" o "vendita con tecnica di comunicazione a distanza", il relativo investitore ha un diritto di recesso previsto dalla legge. In questi casi, gli effetti degli accordi di sottoscrizione saranno sospesi per sette giorni (in caso di "vendita fuori sede") o quattordici giorni (in caso di "vendita con tecnica di comunicazione a distanza") dalla data di sottoscrizione da parte del relativo investitore.

**Costi addebitati dall'Emittente:** I Costi Iniziali specifici del prodotto contenuti nel Prezzo di Emissione ammontano a EUR 3,5. Il Collocatore riceverà dall'Emittente una commissione di collocamento implicita compresa nel Prezzo di Emissione. Altre commissioni, costi e spese, che sono addebitati da una terza parte, saranno resi noti separatamente da tale terza parte.

### **Perchè è redatto il presente Prospetto?**

**Utilizzo dei proventi:** I proventi netti derivanti da ciascuna emissione di Titoli saranno utilizzati dall'Emittente per la realizzazione di profitti e/o la copertura di certi rischi.

**Sottoscrizione:** L'offerta non è soggetta ad un accordo di sottoscrizione.

**Conflitti di interesse materiali con riferimento all'offerta:** L'Emittente può stipulare ulteriori operazioni e rapporti commerciali che possono avere effetti negativi sui Titoli. In aggiunta, l'Emittente può disporre di informazioni non pubbliche relative al Sottostante. Non vi è l'obbligo di divulgare tali informazioni ai Portatori dei Titoli. Con riferimento alla negoziazione dei Titoli, l'Emittente ha un conflitto di interessi essendo anche Market Maker su Borsa Italiana - EuroTLX (MTF) e, quindi, per esempio, può determinare i prezzi dei Titoli. L'Emittente è arranger, Agente di Calcolo e Agente di Pagamento (*Paying Agent*) dei Titoli. I collocatori possono ricevere incentivi dall'Emittente.

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