

IKB Deutsche Industriebank Aktiengesellschaft

(incorporated as a stock corporation under the laws of the Federal Republic of Germany)

as Issuer

and, with respect to Notes issued by IKB Finance B.V.,

as Guarantor

– and –

IKB Finance B.V.

(incorporated with limited liability under the laws of The Netherlands)

as Issuer

Euro 5,000,000,000 Debt Issuance Programme

Under the Euro 5,000,000,000 Debt Issuance Programme (the "**Programme**"), IKB Deutsche Industriebank Aktiengesellschaft ("**IKB AG**") (acting through its head office in Düsseldorf or its Luxembourg branch) and IKB Finance B.V. ("**IKB FINANCE**") (each an "**Issuer**" and together the "**Issuers**") may from time to time issue debt securities in bearer or (in the case of IKB AG only) in registered form (the "**Notes**") in an aggregate principal amount of up to euro 5,000,000,000 (or its equivalent in other currencies).

The Notes will be issued on a continuing basis to one or more of the Dealers specified herein and to any other Dealer appointed under the Programme from time to time (each a "Dealer" and together the "Dealers"). IKB AG and IKB FINANCE each reserve the right to act as a Dealer under the Programme. The relevant pricing supplement (the "Pricing Supplement") relating to each issue will specify the aggregate principal amount of such Notes, the issue price, any applicable interest rate or interest rate formula and the interest payment dates, the maturity date of the Notes, any redemption provisions and any other terms and conditions not contained herein which are applicable to each individual Tranche (as defined below) of Notes. Payments in respect of Notes issued by IKB FINANCE will be unconditionally and irrevocably guaranteed by IKB AG (in such capacity, the "Guarantor") by virtue of a guarantee (the "Guarantee").

Application has been made to list the Notes in bearer form issued under the Programme on the Luxembourg Stock Exchange. This Information Memorandum may be used for the admission to the official list or public offer of Notes in bearer form to be issued under the Programme during the period of 12 months from the date hereof. The Programme provides that Notes in bearer form may be listed on other or further stock exchanges, as may be agreed between the relevant Issuer and the relevant Dealer(s) in relation to each issue. Notes may further be issued under the Programme which will not be listed on any stock exchange.

Arranger Merrill Lynch International

Dealers

ABN AMRO BNP PARIBAS Deutsche Bank

Dresdner Kleinwort Wasserstein DZ BANK AG HVB Corporates & Markets

Merrill Lynch International MORGAN STANLEY UBS Warburg

Westdeutsche Landesbank Girozentrale

The date of this Information Memorandum is August 8, 2002. This Information Memorandum replaces the Information Memorandum dated August 9, 2001 and is valid for one year from the date hereof.

Each of IKB AG (as regards matters concerning itself and IKB FINANCE and the Notes issued or to be issued by it and IKB FINANCE) and IKB FINANCE (as regards matters concerning itself and the Notes issued or to be issued by it), having made all reasonable enquiries, confirms that, to the best of its knowledge and belief, the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. Each Issuer accepts responsibility accordingly.

IKB AG and IKB FINANCE have confirmed to the Dealers that (i) the Information Memorandum contains all information with respect to the Issuers and the Programme which is material in the context of each issue and offering of the Notes (including all information required by applicable laws of the Federal Republic of Germany, The Netherlands and the Grand Duchy of Luxembourg and the information which, according to the particular nature of the Issuers and the Programme, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuers and of the rights attaching to the Notes), and (ii) all such information is, and (in relation to each Pricing Supplement) will be, true and accurate in all material respects and not misleading and that there are, and (in relation to each Pricing Supplement) will be, no other facts the omission of which would make any statement in the Information Memorandum or the Pricing Supplement, as the case may be, whether of fact or opinion, misleading in any respect and (iii) that all reasonable enquiries have been, or (in relation to each Pricing Supplement) will have been, made to ascertain all facts and to verify the accuracy of all statements contained therein.

This Information Memorandum should be read and construed with any amendment or supplement thereto and with any other documents which are deemed to be incorporated herein by reference (as defined below) and, in relation to any Tranche (as defined below), together with the relevant Pricing Supplement(s) (as defined below).

The Dealers have not separately verified the information contained herein. Accordingly, the Dealers or any of their respective affiliates neither make any representation, warranty, or undertaking, whether express or implied, as to the accuracy or completeness of the information contained in this Information Memorandum or any other information provided by either Issuer nor do the Dealers or any of their respective affiliates accept any responsibility or liability in respect of such information. The Dealers do not constitute an underwriting syndicate or otherwise take responsibility for the subscription, sale or other matters in connection with any issue of Notes under the Programme except to the extent that any Dealer takes part in such issue as manager, underwriter, selling agent or in similar capacity.

No person is authorised to give any information or to make any representation regarding the Issuers or the Notes which is not contained in or not consistent with this Information Memorandum or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of either Issuer or any of the Dealers.

Neither the delivery of this Information Memorandum or any Pricing Supplement nor the statement on the cover page that the Information Memorandum is valid for one year from the date hereof or the offering, sale or delivery of any Notes shall, in any circumstances, create any implication that the information contained herein is true at any time after the date hereof or that there has been no subsequent adverse change in the financial situation of either Issuer.

Neither this Information Memorandum nor any other information supplied in connection with the Programme is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by either Issuer or the Dealers that any recipient should purchase the Notes. Each investor contemplating the purchase of Notes should make an independent investigation into the creditworthiness of the Issuers and the risks and merits of such an investment. Neither this Information Memorandum nor any Pricing Supplement nor any information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of either Issuer or the Dealers to any person to subscribe for or to purchase any Notes.

Each Issuer has given an undertaking in connection with the listing of the Notes in bearer form on the Luxembourg Stock Exchange to the effect that, so long as any such Notes remain outstanding and listed on such exchange, in the event of any adverse change in the financial condition of either Issuer which is material in the context of the Programme and which is not reflected herein, the Issuers will prepare a supplement to this Information Memorandum or a new Information Memorandum, as the case may be, for use in connection with any subsequent issue of Notes in bearer form to be listed on the Luxembourg Stock Exchange.

The distribution of this Information Memorandum and any Pricing Supplement and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum or any Pricing Supplement comes are required by the Issuers and the Dealers to inform themselves about and observe any such restrictions. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") and are subject to United States tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to United States persons. See "Subscription and Sale".

Neither the Information Memorandum nor any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

In this Information Memorandum, references to "€", "euro", "Euro" or "EUR" are to the single currency which was introduced as of January 1, 1999 at the start of the third stage of European Economic and Monetary Union by which date the euro became the legal currency in eleven member states of the European Union. References to "U.S.\$", "USD", "U.S. dollars" or "United States dollars" are to the currency of the United States of America, references to "C\$", "CAD" or "Canadian dollars" are to the currency of Canada, references to "S", "British pounds sterling" or "Sterling" are to the currency of the United Kingdom, references to "CHF" or "Swiss Francs" are to the currency of Switzerland, and references to "Y", "JPY", "Japanese Yen" or "Yen" are to the currency of Japan.

As of January 1, 2002 the euro is no longer subdivided into the national currency units of the member states of the European Union participating in the European Economic and Monetary Union. Where references are made to such national currency units these references shall be read as references to the euro unit according to the respective conversion rates.

In connection with the issue of any Tranche (as defined herein) of Notes under the Programme, the Dealer (if any) who is specified in the relevant Pricing Supplement as the stabilising institution or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Notes of the Series of which such Tranche forms part and any associated securities at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the stabilising institution to do this. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end after a limited period. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

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DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Information Memorandum:

- (a) the most recently published annual and any interim report of IKB AG (the annual report including the audited, non-consolidated and consolidated financial statements therein and the auditor's report thereon and the management report; the interim report including the unaudited, non-consolidated and consolidated financial statements therein and the management report) and the audited financial statements and the auditor's report thereon of IKB FINANCE from time to time; and
- (b) all amendments and supplements to this Information Memorandum (including any Pricing Supplement as described below) prepared by the Issuers from time to time,

save that any statements contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). In the event of any changes to the Terms and Conditions of the Notes as set out hereinafter, the Issuers will prepare a supplement to this Information Memorandum or a new Information Memorandum, as the case may be, for use in connection with any subsequent issue of Notes in bearer form to be listed on the Luxembourg Stock Exchange.

Copies of any or all of the documents which are incorporated herein by reference will be available free of charge from the specified offices of each of the Issuers and Paribas Luxembourg, in its capacity as Listing Agent.

In relation to each issue of Notes which are to be listed, this Information Memorandum shall be deemed to be supplemented by the applicable Pricing Supplement.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from and qualified in its entirety by the remainder of this Information Memorandum and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement. Words and expressions defined in "Terms and Conditions of the Notes" below shall have the same meaning in this Summary unless specified otherwise

ISB Deutsche Industriebank Aktiengesellschaft ("IKB AG")

(acting through its head office in Düsseldorf or its Luxembourg Branch)

IKB Finance B.V. ("IKB FINANCE")

Guarantor: IKB AG (in respect of Notes issued by IKB FINANCE) (in such capacity, the

"Guarantor")

Arranger: Merrill Lynch International

Dealers: ABN AMRO Bank N.V.

Bayerische Hypo- und Vereinsbank AG

BNP Paribas

Deutsche Bank Aktiengesellschaft Dresdner Bank Aktiengesellschaft

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

Merrill Lynch International Morgan Stanley Bank AG

UBS AG, acting through its business group UBS Warburg

Westdeutsche Landesbank Girozentrale

Fiscal Agent: J.P. Morgan Chase, London

Paying Agents: J.P. Morgan Chase Bank AG, Frankfurt am Main, and J.P. Morgan Bank

Luxembourg S.A., Luxembourg, all as indicated in the applicable Pricing

Supplement

Luxembourg Listing Agent: BNP Paribas Securities Services, Luxembourg Branch

Regulatory Matters: Any issue of Notes denominated in a currency in respect of which particular

laws, regulations, guidelines, policies, restrictions and reporting requirements apply will only be issued in circumstances which comply with such laws, regulations, guidelines, policies, restrictions and reporting requirements from time to time. Without prejudice to the generality of the

foregoing:

Issues of Notes denominated in Swiss Francs or carrying a Swiss Franc related element with a maturity of more than one year (other than Notes privately placed with a single investor with no publicity) will be effected in compliance with the relevant regulations of the Swiss National Bank based on Article 7 of the Federal Law on Banks and Savings Banks of 1934, as amended, and Article 15 of the Federal Law on Stock Exchanges and Securities Trading of March 24, 1995 in connection with Article 2(2) of the Ordinance of the Federal Banking Commission on Stock Exchanges and Securities Trading of June 25, 1997. Under such regulations, the relevant Dealer or, in the case of a syndicated issue, the lead manager, must be a bank domiciled in Switzerland (which includes branches or subsidiaries of a foreign bank located in Switzerland) or a securities dealer licensed by the Swiss Federal Banking Commission as per the Federal Law on Stock Exchanges and Securities Trading of March 24, 1995 (the "Swiss Dealer"). The Swiss Dealer must report certain details of the relevant transaction to the Swiss National Bank no later than the relevant settlement date for such a transaction.

The relevant Issuer and the Guarantor (in the case of guaranteed Notes) shall ensure that Yen Notes will only be issued in compliance with applicable Japanese laws, regulations, guidelines and policies. The relevant Issuer and the Guarantor (in the case of guaranteed Notes) or their designated agent shall submit such reports or information as may be required from time to time by applicable laws, regulations and guidelines

promulgated by Japanese authorities. Each Dealer agrees to provide any necessary information relating to Yen Notes to the relevant Issuer and the Guarantor (in the case of guaranteed Notes) (which shall not include the names of clients) so that the relevant Issuer and the Guarantor (in the case of guaranteed Notes) may make any required reports to the competent authority of Japan for itself or through its designated agent.

Each issue of Notes in respect of which the issue proceeds are accepted by the relevant Issuer in the United Kingdom (including Notes denominated in Sterling) shall be made in accordance with all applicable laws, regulations and guidelines (as amended from time to time) of United Kingdom authorities and relevant in the context of the issue of Notes, and the Issuer shall submit (or procure the submission on its behalf of) such reports or information as may from time to time be required for compliance with such laws, regulations and guidelines. The Issuer shall ensure that such Notes have the maturities and denominations as required by such laws, regulations and guidelines.

Programme Amount:

Euro 5,000,000,000 (or its equivalent in other currencies) outstanding at any time. The Issuers may increase the amount of the Programme in accordance with the terms of the Dealer Agreement from time to time.

Distribution:

Notes may be distributed by way of public or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the relevant Pricing Supplement.

Issuance in Series:

Notes in bearer form will be issued in series (each, a "**Series**"). Each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") issued on different settlement dates.

Currencies:

Subject to any applicable legal or regulatory restrictions and requirements of relevant central banks, Notes may be issued in Canadian dollars, euro, Japanese Yen, British Pound Sterling, Swiss Francs, U.S. dollars or any other currency agreed by the Issuers and the Dealers.

Denominations of Notes:

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer and as indicated in the applicable Pricing Supplement save that the minimum denomination of the Notes will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency.

Unless otherwise permitted by then current laws and regulations, Notes in respect of which the issue proceeds are to be accepted by the relevant Issuer in the United Kingdom will have a minimum denomination of \$100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until on or after the first anniversary of their date of issue.

Maturities:

Such maturities as may be agreed between the relevant Issuer and the relevant Dealer and as indicated in the applicable Pricing Supplement, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency.

The maximum maturity of all Notes will not exceed 30 years or such longer period as may be agreed between the relevant Issuer and the relevant Dealer, subject in relation to specific currencies to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Issue Price:

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par.

Form of Notes:

Notes may be issued in bearer or (in the case of IKB AG only) in registered form.

In the case of an issue of Notes, to which United States Treasury Regulation Section 1.163-5(c) (2) (i) (C) (the "TEFRA C Rules") applies ("TEFRA C Notes"), such Notes will be represented permanently by a permanent global Note in bearer form, without interest coupons, in a principal amount equal to the aggregate principal amount of such Notes ("Permanent Global Note").

In the case of an issue of Notes to which United States Treasury Regulation Section 1.163-5 (c) (2) (i) (D) (the "TEFRA D Rules") applies ("TEFRA D Notes"), such Notes will always be represented initially by a temporary global Note in bearer form, without interest coupons, in a principal amount equal to the aggregate principal amount of such Notes ("Temporary Global Note") which will be exchanged for Notes represented by one or more Permanent Global Note(s), in each case not earlier than 40 days and not later than 180 days after the completion of distribution of the notes comprising the relevant Tranche upon certification of non U.S.-beneficial ownership in the form available from time to time at the specified office of the Fiscal Agent.

In the case of an issue of Notes in bearer form to which neither the TEFRA C Rules nor the TEFRA D Rules apply, such notes will be represented permanently by a Permanent Global Note.

Notes in definitive form and interest coupons will not be issued.

Fixed Rate Notes:

Fixed interest will be payable on such basis as may be agreed between the relevant Issuer and the relevant Dealer (as specified in the applicable Pricing Supplement).

Floating Rate Notes:

Floating Rate Notes will bear interest on such basis as may be agreed between the relevant Issuer and the relevant Dealer, as indicated in the applicable Pricing Supplement. The Margin, if any, relating to such variable rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Interest periods for Floating Rate Notes will be one, two, three, six or twelve months or such other period(s) as may be agreed between the relevant Issuer and the relevant Dealer, as indicated in the applicable Pricing Supplement.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Index-Linked Notes:

Payments of principal in respect of Index-Linked Redemption Amount Notes or of interest in respect of Index-Linked Interest Notes (together "Index-Linked Notes") will be calculated by reference to such index and/or formula as the relevant Issuer and the relevant Dealer may agree (as specified in the applicable Pricing Supplement).

Index-Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Each issue of Index-Linked Notes will be made in compliance with all applicable legal and/or regulatory requirements.

Dual Currency Notes:

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the relevant Issuer and the relevant Dealer may agree (as specified in the applicable Pricing Supplement).

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their principal amount and will not bear interest other than in the case of late payment.

Other Notes:

Notes may be of any other type of security which the relevant Issuer and the relevant Dealer may agree. The terms governing such Notes will be specified in the applicable Pricing Supplement.

Redemption:

The applicable Pricing Supplement will indicate either that the Notes cannot be redeemed prior to their stated maturity (except for taxation reasons or upon the occurrence of an event of default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Holders upon giving notice within the notice period (if any) indicated in the applicable Pricing Supplement to the Holders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as indicated in the applicable Pricing Supplement.

Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the relevant Issuer in the United Kingdom must have a minimum redemption amount of \$100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until on or after the first anniversary of their date of issue.

Taxation:

All amounts payable in respect of the Notes will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction at source by or on behalf of the country where the relevant Issuer is domiciled (or, in the case of Notes issued by IKB AG acting through its Luxembourg branch, Luxembourg) and, in the case of payments under the Guarantee, the Federal Republic of Germany, or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, IKB AG or IKB FINANCE, as the case may be, will, subject to customary exceptions, pay such additional amounts as shall be necessary in order that the net amounts received by the Holders of the Notes after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction.

Early Redemption for Taxation Reasons:

Early redemption for taxation reasons will be permitted as provided in \S 5 of the Terms and Conditions of the Notes.

Status of the Notes:

The Notes issued by IKB AG and IKB FINANCE will constitute unsecured and unsubordinated obligations of the respective Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the respective Issuer, unless such obligations are given priority under mandatory provisions of statutory law.

Notes of Issuing Branch:

Notes that may be issued by IKB AG acting through its Luxembourg Branch will constitute obligations of IKB AG as a whole and are the same as if IKB AG had issued such Notes through its head office in Düsseldorf.

The Guarantee:

Notes issued by IKB FINANCE will have the benefit of a Guarantee given by IKB AG.

Status of the Guarantee:

The Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of IKB AG and ranks *pari passu* with all other unsecured and unsubordinated obligations of IKB AG, unless such obligations are given priority under mandatory provisions of statutory law.

Negative Pledge:

The terms of the Notes do not contain a negative pledge provision.

Events of Default and Cross Default:

The Notes will provide for events of default entitling Holders to demand immediate redemption of the Notes as set out in § 9 of the Terms and Conditions of the Notes.

The terms of the Notes do not provide for a cross-default.

Rating:

The Issuers have obtained a rating of the securities to be issued under this Programme from FITCH. Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme, if any. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the

assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Notes may adversely affect the market price of the Notes.

Listing:

Application has been made to list the Notes in bearer form to be issued under the Programme on the Luxembourg Stock Exchange. The Programme provides that Notes in bearer form may be listed on other or further stock exchanges including, but not limited to, the Frankfurt Stock Exchange, as may be agreed between the relevant Issuer and the relevant Dealer(s) in relation to each issue. Notes may further be issued under the Programme which will not be listed on any stock exchange.

Notes in registered form will not be listed on any stock exchange.

Clearance and Settlement:

Notes in bearer form will be accepted for clearing through one or more Clearing Systems as specified in the applicable Pricing Supplement. These systems will include those operated by Clearstream Banking AG, Clearstream Banking société anonyme (together, "Clearstream") and Euroclear Bank S.A./N.V. as operator of the Euroclear System ("Euroclear").

Governing Law:

German law

Selling Restrictions:

There will be specific restrictions on the offer and sale of Notes and the distribution of offering materials in Germany, the United States of America, the United Kingdom, Japan, The Netherlands, Luxembourg and France and such other restrictions as may be required under applicable law in connection with the offering and sale of a particular Tranche of Notes. Each Tranche of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time. See "Subscription and Sale".

Place of Performance and Jurisdiction:

Place of performance for the obligations under the Guarantee is Düsseldorf.

Non-exclusive place of jurisdiction for any legal proceedings arising under the Notes and the Guarantee is Frankfurt am Main.

ISSUE PROCEDURES

IN RESPECT OF NOTES IN BEARER FORM

General

The relevant Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "Conditions"). The Conditions will be constituted by the Terms and Conditions of the Notes set forth below (the "Terms and Conditions") as completed, modified, supplemented or replaced by the provisions of the Pricing Supplement (the "Pricing Supplement"). The Pricing Supplement relating to each Tranche of Notes will specify:

- whether the Conditions are to be Long-Form Conditions or Integrated Conditions (each as described below); and
- whether the Conditions will be in the German language or the English language or both (and, if both, whether the German language version or the English language version is controlling).

As to the controlling language of the respective Conditions, the Issuers anticipate that, in general, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed between the relevant Issuer and the relevant Dealer(s):

- in the case of Notes sold and distributed on a syndicated basis, German will be the controlling language.
- in the case of Notes publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-professional investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-professional investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of IKB AG, as specified on the back cover of this Information Memorandum.

As to whether Long-Form Conditions or Integrated Conditions will apply, the Issuers anticipate that:

- Long-Form Conditions will generally be used for Notes sold on a non-syndicated basis and which are not publicly offered.
- Integrated Conditions will generally be used for Notes sold and distributed on a syndicated basis.
 Integrated Conditions will be required where the Notes are to be publicly offered, in whole or in part, or are to be distributed, in whole or in part, to non-professional investors.

Long-Form Conditions

If the Pricing Supplement specifies that Long-Form Conditions are to apply to the Notes, the provisions of the applicable Pricing Supplement and the Terms and Conditions, taken together, shall constitute the Conditions. Such Conditions will be constituted as follows:

- the blanks in the provisions of the Terms and Conditions which are applicable to the Notes will be deemed to be completed by the information contained in the Pricing Supplement as if such information were inserted in the blanks of such provisions;
- the Terms and Conditions will be modified, supplemented or replaced by the text of any provisions of the Pricing Supplement modifying, supplementing or replacing, in whole or in part, the provisions of the Terms and Conditions:
- alternative or optional provisions of the Terms and Conditions as to which the corresponding provisions of the Pricing Supplement are not completed or are deleted will be deemed to be deleted from the Conditions; and
- all instructions and explanatory notes set out in square brackets in the Terms and Conditions and any footnotes and explanatory text in the Pricing Supplement will be deemed to be deleted from the Conditions.

Where Long-Form Conditions apply, each global note representing the Notes of the relevant Series will have the Pricing Supplement and the Terms and Conditions attached.

Integrated Conditions

If the Pricing Supplement specifies that Integrated Conditions are to apply to the Notes, the Conditions in respect of such Notes will be constituted as follows:

- all of the blanks in all applicable provisions of the Terms and Conditions will be completed according to
 the information contained in the Pricing Supplement and all non-applicable provisions of the Terms and
 Conditions (including the instructions and explanatory notes set out in square brackets) will be
 deleted; and/or
- the Terms and Conditions will be otherwise modified, supplemented or replaced, in whole or in part, according to the information set forth in the Pricing Supplement.

Where Integrated Conditions apply, the Integrated Conditions alone will constitute the Conditions. The Integrated Conditions will be attached to each global note representing Notes of the relevant Series.

IN RESPECT OF NOTES IN REGISTERED FORM

IKB AG anticipates that Notes in registered form will be privately placed on a non-syndicated basis with professional investors only. Any issue will generally be evidenced by a single Note, the terms and conditions of which (the "Conditions") will generally be constituted by the Terms and Conditions of the Notes (the "Terms and Conditions") as completed, modified, supplemented or replaced by the provisions of the Pricing Supplement applicable to the issue, and the Terms and Conditions and the Pricing Supplement will be attached to the relevant Note. The Conditions will be either in the German or the English language, as may be agreed between IKB AG and the relevant Dealer(s).

TERMS AND CONDITIONS OF THE NOTES GERMAN LANGUAGE VERSION (DEUTSCHE FASSUNG DER EMISSIONSBEDINGUNGEN)

Die Emissionsbedingungen (die "Emissionsbedingungen") sind nachfolgend in zwei Teilen aufgeführt:

TEIL I enthält die Grundbedingungen (die "**Grundbedingungen**"), die die Emissionsbedingungen umfassen, die Anwendung finden auf Serien von Schuldverschreibungen, die durch auf den Inhaber lautende Globalurkunden verbrieft sind.

TEIL II enthält als Zusatz (der "**Zusatz**") zu den Grundbedingungen diejenigen Bestimmungen, die auf Namensschuldverschreibungen Anwendung finden.

Die Grundbedingungen und der dazugehörige Zusatz bilden zusammen die Emissionsbedingungen.

Diese Serie von Schuldverschreibungen wird gemäß einem Emissions- und Zahlstellenvertrag vom 30. Juli 1999 (das "Agency Agreement") zwischen IKB Deutsche Industriebank Aktiengesellschaft ("IKB AG") und IKB Finance B.V. ("IKB FINANCE") (jeweils eine "Emittentin" und zusammen die "Emittentinnen") und J.P. Morgan Chase, London, als Emissions- und Zahlstelle (der "Fiscal Agent", wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben. Ablichtungen des Agency Agreement können kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle sowie bei der Hauptniederlassung der IKB AG in Düsseldorf und der Geschäftsstelle der IKB FINANCE bezogen werden.

Im Falle von nichtkonsolidierten Bedingungen und, im Falle von Namensschuldverschreibungen, wenn die Emissionsbedingungen und das Konditionenblatt beigefügt werden sollen, einfügen: [Die Bestimmungen dieser Emissionsbedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben des beigefügten Konditionenblattes (das "Konditionenblatt") vervollständigt, geändert, ergänzt oder ganz oder teilweise ersetzt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Emissionsbedingungen gelten als durch die im Konditionenblatt enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; sofern das Konditionenblatt die Änderung, Ergänzung oder (vollständige oder teilweise) Ersetzung bestimmter Emissionsbedingungen vorsieht, gelten die betreffenden Bestimmungen der Emissionsbedingungen als entsprechend geändert, ergänzt oder ersetzt; alternative oder wählbare Bestimmungen dieser Emissionsbedingungen, deren Entsprechungen im Konditionenblatt nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Emissionsbedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Emissionsbedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Emissionsbedingungen gestrichen, so daß die Bestimmungen des Konditionenblattes Geltung erhalten. Kopien des Konditionenblattes sind kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien des betreffenden Konditionenblattes allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

TEIL I - GRUNDBEDINGUNGEN

EMISSIONSBEDINGUNGEN FÜR INHABERSCHULDVERSCHREIBUNGEN

§ 1 WÄHRUNG, STÜCKELUNG, FORM, EINZELNE DEFINITIONEN

- (1) Währung: Stückelung. Diese Serie der Schuldverschreibungen (die "Schuldverschreibungen") der [Emittentin einfügen] (die "Emittentin") [im Falle von Schuldverschreibungen, die von IKB AG durch ihre Filiale Luxemburg begeben werden, einfügen:, handelnd durch ihre Filiale Luxemburg (die "emittierende Zweigniederlassung")] wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in Stückelungen von [festgelegte Stückelungen einfügen] (die "festgelegten Stückelungen") begeben.
- (2) Form. Die Schuldverschreibungen lauten auf den Inhaber.
- [(3) Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[(3) Vorläufige Globalurkunde – Austausch.

- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- Die vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Der Austauschtag für einen solchen Austausch soll nicht weniger als 40 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegen. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes (3) bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]
- (4) Clearing System. Die Dauerglobalurkunde wird so lange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. "Clearing System" bedeutet [bei mehr als einem Clearing System einfügen: jeweils] folgendes: [Clearstream Banking AG] [Clearstream Banking, société anonyme] [Euroclear Bank S.A./N.V. als Betreiberin des Euroclear Systems ("Euroclear")] [,] [und] [anderes Clearing System angeben] sowie jeder Funktionsnachfolger.

Im Falle von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

Im Falle von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, einfügen: (5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

Im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen:

[§ 2 STATUS

[(1)] Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

[im Falle von Schuldverschreibungen, die durch die emittierende Zweigniederlassung begeben werden, einfügen:

(2) Die Schuldverschreibungen begründen, ungeachtet der Tatsache, daß die Schuldverschreibungen durch die emittierende Zweigniederlassung begeben werden, Verbindlichkeiten der Emittentin insgesamt in der gleichen Weise, als ob die Schuldverschreibungen von der Emittentin durch die Hauptniederlassung in Düsseldorf begeben würden.]]

Im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden einfügen:

[§ 2 STATUS, GARANTIE

- (1) Status. Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
- (2) Garantie. IKB Deutsche Industriebank Aktiengesellschaft (die "Garantin") hat die unbedingte und unwiderrufliche Garantie (die "Garantie") für die pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantie stellt einen Vertrag zugunsten eines jeden Gläubigers als begünstigten Dritten gemäß § 328 Absatz 1 BGB dar, welcher das Recht eines jeden Gläubigers begründet, Erfüllung aus der Garantie unmittelbar von der Garantin zu verlangen und die Garantie unmittelbar gegenüber der Garantin durchzusetzen. Kopien der Garantie können kostenlos bei der Hauptniederlassung der Garantin in Düsseldorf und bei der bezeichneten Geschäftsstelle des Fiscal Agent gemäß § 6 bezogen werden.]

§ 3 ZINSEN

Im Falle von fest verzinslichen Schuldverschreibungen einfügen:

- [(1) Zinssatz und Zinszahlungstage. Die Schuldverschreibungen werden in Höhe ihres Nennbetrages verzinst, und zwar vom [Verzinsungsbeginn einfügen] (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz 1 definiert) (ausschließlich) mit jährlich [Zinssatz einfügen] %. Die Zinsen sind nachträglich am [Festzinstermin(e) einfügen] eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am [ersten Zinszahlungstag einfügen] [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, einfügen: und beläuft sich auf [die anfänglichen Bruchteilzinsbeträge je festgelegte Stückelung einfügen].] [Sofern der Fälligkeitstag kein Festzinstermin ist, einfügen: Die Zinsen für den Zeitraum vom [den letzten dem Fälligkeitstag vorausgehenden Festzinstermin einfügen] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [die abschließenden Bruchteilzinsbeträge je festgelegte Stückelung einfügen].] [Falls die festgelegte Währung Euro ist und falls Actual/Actual (ISMA) anwendbar ist, einfügen: Die Anzahl der Zinszahlungstage im Kalenderjahr (jeweils ein "Feststellungstermin") beträgt [Anzahl der regulären Zinszahlungstage im Kalenderjahr einfügen].]
- (2) *Auflaufende Zinsen*. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, endet die Verzinsung der Schuldverschreibungen nicht am Tag der Fälligkeit, sondern erst mit der tatsächlichen Rückzahlung der Schuldverschreibungen.
- (3) Berechnung der Zinsen für Teile von Zeiträumen. Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]

Im Falle von variabel verzinslichen Schuldverschreibungen einfügen:

- [(1) Zinszahlungstage.
- (a) Die Schuldverschreibungen werden in Höhe ihres Nennbetrages ab dem [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.
- (b) "Zinszahlungstag" bedeutet

[im Falle von festgelegten Zinszahlungstagen einfügen: jeder [festgelegte Zinszahlungstage einfügen].]

[im Falle von festgelegten Zinsperioden einfügen: (soweit diese Emissionsbedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der [Zahl einfügen] [Wochen] [Monate] [andere festgelegte Zeiträume einfügen] nach dem vorausgehenden Zinszahlungstag liegt, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn.]

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

[bei Anwendung der Modifizierten-Folgender-Geschäftstag-Konvention einfügen: auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

[bei Anwendung der FRN-Konvention einfügen: auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der [Zahl einfügen] Monate] [andere festgelegte Zeiträume einfügen] nach dem vorausgehenden anwendbaren Zinszahlungstag liegt.]

[bei Anwendung der Folgender-Geschäftstag-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

[bei Anwendung der Vorhergegangener-Geschäftstag-Konvention einfügen: auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

- (d) In diesem § 3 bezeichnet "Geschäftstag" einen Tag (außer einem Samstag oder Sonntag), an dem (i) das Clearing System und (ii) [falls die festgelegte Währung nicht Euro ist, einfügen: Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen]] [falls die festgelegte Währung Euro ist, einfügen: das Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET)] Zahlungen abwickeln.
- (2) Zinssatz. [Bei Bildschirmfeststellung einfügen: Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird, entweder:
- (a) der Angebotssatz (wenn nur ein Angebotssatz auf der Bildschirmseite (wie nachstehend definiert) angezeigt ist); oder
- (b) das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein **[falls der Referenzsatz EURIBOR ist, einfügen:** Tausendstel Prozent, wobei 0,0005**] [falls der Referenzsatz nicht EURIBOR ist, einfügen:** Hunderttausendstel Prozent, wobei 0,000005**]** aufgerundet wird) der Angebotssätze,

(ausgedrückt als Prozentsatz per annum) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der bzw. die auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr ([Londoner] [Brüsseler] Ortszeit) angezeigt werden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

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

"Zinsfestlegungstag" bezeichnet den [zweiten] [zutreffende andere Zahl von Tagen einfügen] [Londoner] [TARGET] [zutreffende andere Bezugnahmen einfügen] Geschäftstag vor Beginn der jeweiligen Zinsperiode. ["[Londoner] [zutreffenden anderen Ort einfügen] Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [London] [zutreffenden anderen Ort einfügen] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.] ["TARGET-Geschäftstag" bezeichnet einen Tag, an dem alle betroffenen Bereiche von TARGET betriebsbereit sind.]

[Im Falle einer Marge einfügen: Die "Marge" beträgt [] % per annum.]

"Bildschirmseite" bedeutet [Bildschirmseite einfügen].

Wenn im vorstehenden Fall (b) auf der maßgeblichen Bildschirmseite fünf oder mehr Angebotssätze angezeigt werden, werden der höchste (falls mehr als ein solcher Höchstsatz angezeigt wird, nur einer dieser Sätze) und der niedrigste Angebotssatz (falls mehr als ein solcher Niedrigstsatz angezeigt wird, nur einer dieser Sätze) von der Berechnungsstelle für die Bestimmung des arithmetischen Mittels der Angebotssätze (das wie vorstehend beschrieben auf- oder abgerundet wird) außer acht gelassen; diese Regel gilt entsprechend für diesen gesamten Absatz 2.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird im Fall von oben (a) kein Angebotssatz angezeigt oder werden im Fall von oben (b) weniger als drei Angebotssätze angezeigt (in jedem dieser Fälle zu der genannten Zeit), wird die Berechnungsstelle von den [Londoner] [zutreffenden anderen Ort einfügen] Hauptniederlassungen jeder der Referenzbanken (wie nachstehend definiert) [in der Euro-Zone] deren jeweilige Angebotssätze (jeweils als Prozentsatz per annum ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im [Londoner] [zutreffenden anderen Ort einfügen] Interbanken-Markt [in der Euro-Zone] um ca. 11.00 Uhr ([Londoner] [Brüsseler] Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [falls der Referenzsatz EURIBOR ist, einfügen: Tausendstel Prozent, wobei 0,0005] [falls der Referenzsatz nicht EURIBOR ist, einfügen: Hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) dieser Angebotssätze [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [falls der Referenzsatz EURIBOR ist, einfügen: Tausendstel Prozent, wobei 0,0005] [falls der Referenzsatz nicht EURIBOR ist, einfügen: Hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. 11.00 Uhr ([Londoner] [Brüsseler] Ortszeit) an dem betreffenden Zinsfestlegungstag Einlagen in der festgelegten Währung für die betreffende Zinsperiode von führenden Banken im [Londoner] [zutreffenden anderen Ort einfügen] Interbanken-Markt [in der Euro-Zone] angeboten werden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge]; falls weniger als zwei der Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, dann soll der Zinssatz für die betreffende Zinsperiode der Angebotssatz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode oder das arithmetische Mittel (gerundet wie oben beschrieben) der Angebotssätze für Einlagen in der festgelegten Währung für die betreffende Zinsperiode sein, den bzw. die eine oder mehrere Banken (die nach Ansicht der Berechnungsstelle und der Emittentin für diesen Zweck geeignet sind) der Berechnungsstelle als Sätze bekanntgeben, die sie an dem betreffenden Zinsfestlegungstag gegenüber führenden Banken am [Londoner] [zutreffenden anderen Ort einfügen] Interbanken-Markt [in der Euro-Zone] nennen (bzw. den diese Banken gegenüber der Berechnungsstelle nennen) [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge]. Für den Fall, daß der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz der Angebotssatz oder das arithmetische Mittel der Angebotssätze auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem diese Angebotssätze angezeigt wurden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge (wobei jedoch, falls für die relevante Zinsperiode eine andere Marge als für die unmittelbar vorhergehende Zinsperiode gilt, die relevante Marge an die Stelle der Marge für die vorhergehende Zinsperiode tritt).]

"Referenzbanken" bezeichnet [falls im Konditionenblatt keine anderen Referenzbanken bestimmt werden, einfügen: im vorstehenden Fall (a) diejenigen Niederlassungen [im Fall von EURIBOR einfügen: von mindestens fünf] derjenigen Banken, deren Angebotssätze zur Ermittlung des maßgeblichen Angebotssatzes zu dem Zeitpunkt benutzt wurden, als ein solches Angebot letztmals auf der maßgeblichen Bildschirmseite angezeigt wurde, und im vorstehenden Fall (b) diejenigen Banken, deren Angebotssätze zuletzt zu dem Zeitpunkt auf der maßgeblichen Bildschirmseite angezeigt wurden, als nicht weniger als drei solcher Angebotssätze angezeigt wurden] [Falls im Konditionenblatt andere Referenzbanken bestimmt werden, sind sie hier einzufügen].

[Im Fall des Interbankenmarktes in der Euro-Zone einfügen: "Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und den Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]

[Wenn der Referenzsatz ein anderer als LIBOR oder EURIBOR ist, sind die entsprechenden Einzelheiten anstelle der Bestimmungen dieses Absatzes 2 einzufügen]

[Sofern ISDA-Feststellung gelten soll, sind die entsprechenden Bestimmungen einzufügen und die von der International Swap and Derivatives Association, Inc. ("ISDA") veröffentlichten 2000 ISDA-Definitionen diesen Emissionsbedingungen als Anlage beizufügen]

[Sofern eine andere Methode der Feststellung/Indexierung anwendbar ist, sind die entsprechenden Einzelheiten anstelle der Bestimmungen dieses Absatzes 2 einzufügen]

[Falls ein Mindest- und/oder Höchstzinssatz gilt, einfügen:

(3) [Mindest-] [und] [Höchst-]Zinssatz.

[Falls ein Mindestzinssatz gilt einfügen: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese Zinsperiode [Mindestzinssatz einfügen].]

[Falls ein Höchstzinssatz gilt: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese Zinsperiode [Höchstzinssatz einfügen].]

[(4)] Zinsbetrag. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in bezug auf jede festgelegte Stückelung (der "Zinsbetrag") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf jede festgelegte Stückelung angewendet werden, wobei der resultierende Betrag auf [falls die festgelegte Währung nicht Euro ist: die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.] [falls die festgelegte Währung Euro ist: den nächsten 0,01 Euro auf- oder abgerundet wird, wobei 0,005 Euro aufgerundet werden.]

[(5)] Mitteilung von Zinssatz und Zinsbetrag. Die Berechnungsstelle wird veranlassen, daß der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der relevante Zinszahlungstag der Emittentin [im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden: und der Garantin] und den Gläubigern gemäß § 12 baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden [Londoner] [TARGET] [zutreffende andere Bezugnahme einfügen] Geschäftstag (wie in § 3 Absatz 2 definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst, aber keinesfalls später als zu Beginn der jeweiligen Zinsperiode mitgeteilt werden. [Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Die Mitteilung an die Luxemburger Börse nach dem vorstehenden Satz hat spätestens am ersten Tag der jeweiligen Zinsperiode zu erfolgen.]

Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepaßt (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind, sowie den Gläubigern gemäß § 12 mitgeteilt.

- [(6)] Verbindlichkeit der Festsetzungen. Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, [im Fall von Schuldverschreibungen, die von IKB Finance begeben werden, einfügen: die Garantin,] den Fiscal Agent[, die Zahlstellen] und die Gläubiger bindend.
- [(7)] Auflaufende Zinsen. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht am Fälligkeitstag, sondern erst mit der tatsächlichen Rückzahlung der Schuldverschreibungen. Der jeweils geltende Zinssatz wird gemäß diesem § 3 bestimmt.]
- [(1) Keine periodischen Zinszahlungen. Es erfolgen während der Laufzeit keine periodischen Zinszahlungen auf die Schuldverschreibungen.
- (2) Auflaufende Zinsen. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, fallen auf den Nennbetrag der Schuldverschreibungen ab dem Fälligkeitstag bis zum Tag der tatsächlichen Rückzahlung Zinsen in Höhe von [Emissionsrendite einfügen] per annum an.]
- $[(\bullet)]$ Zinstagequotient. "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[Im Falle von festverzinslichen Schuldverschreibungen, falls die festgelegte Währung Euro ist und Actual/Actual (ISMA) anwendbar ist, einfügen:

- 1. wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieser Periode) kürzer ist als die Feststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieser Periode) geteilt durch das Produkt (1) der Anzahl der Tage in der Feststellungsperiode und (2) der Anzahl der Feststellungstermine (wie in § 3(1) angegeben) in einem Kalenderjahr; oder
- 2. wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieser Periode) länger ist als die Festellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt, die Summe (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) der Anzahl der Feststellungstermine (wie in § 3(1) angegeben) in einem Kalenderjahr und (B) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch das Produkt (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) der Anzahl der Feststellungstermine (wie in § 3(1) angegeben) in einem Kalenderjahr.

"Feststellungsperiode" ist die Periode ab einem Feststellungstermin (einschließlich desselben) bis zum nächsten Feststellungstermin (ausschließlich desselben).]

[im Falle von Actual/Actual (ISMA) einfügen: die Anzahl von Tagen im jeweiligen Zinsberechnungszeitraum vom letzten Zinszahlungstag (einschließlich) (oder, falls ein solcher nicht vorgesehen ist, vom Verzinsungsbeginn) bis zum jeweiligen Zinszahlungstag (ausschließlich) dividiert durch (x) bei Schuldverschreibungen, deren Zinsen nur durch regelmäßige jährliche Zinszahlungen ausgezahlt werden sollen, die Anzahl der Tage im jeweiligen Zinsberechnungszeitraum vom letzten Zinszahlungstag (einschließlich) (oder, falls keiner, von dem Verzinsungsbeginn) bis zum nächsten vorgesehenen Zinszahlungstag (ausschließlich) oder (y) bei Schuldverschreibungen deren Zinsen anders als nur durch regelmäßige jährliche Zinszahlungen ausgezahlt werden sollen, das Produkt aus der Anzahl der Tage im Zinsberechnungszeitraum vom letzten Zinszahlungstag (einschließlich) (oder, falls ein solcher nicht vorgesehen ist, vom Verzinsungsbeginn) bis zum nächsten vorgesehenen Zinszahlungstag (ausschließlich) und der Anzahl von Zinszahlungstagen, die in einem Kalenderjahr vorkommen würden, falls Zinsen für das gesamte betreffende Jahr zu zahlen wären.]

Im Falle von Nullkupon-Schuldverschreibungen einfügen: [im Falle von Actual/Actual (Actual/365) einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder falls ein Teil des Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe von (A) der tatsächtlichen Anzahl von Tagen in dem Teil des Zinsberechnungszeitraums, die in das Schaltjahr fallen, dividiert durch 366 oder (b) die tatsächliche Anzahl von Tagen in dem Teil des Zinsberechnungszeitraums, die nicht in ein Schaltjahr fallen, dividiert durch 365).]

[im Falle von Actual/365 (Fixed) einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

[im Falle von Actual/360 einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[im Falle von 30/360, 360/360 oder Bond Basis einfügen: die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monates, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

[im Falle von 30E/360 oder Eurobond Basis einfügen: die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

[Im Fall von indexierten Schuldverschreibungen, Raten-Schuldverschreibungen oder Credit Linked Notes sind die anwendbaren Bestimmungen die Zinsen betreffend einzufügen. Dasselbe gilt für Doppelwährungs-Schuldverschreibungen.]

§ 4 ZAHLUNGEN

- (1) [(a)] Zahlungen auf Kapital. Zahlungen auf Kapital in bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.
- [(b) Zahlung von Zinsen. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde einfügen: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3(b).]]

- (2) Zahlungsweise. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in [festgelegte Währung einfügen] [bei Doppelwährungs-Schuldverschreibungen entsprechende Währungen/Wechselkursformeln einfügen].
- (3) *Erfüllung.* [Im Falle von Schuldverschreibungen, die von der IKB AG begeben werden, einfügen: Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.]

[Im Falle von Schuldverschreibungen, die von der IKB FINANCE begeben werden, einfügen: Die Emittentin bzw. die Garantin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.]

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

Im Falle von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, einfügen: Für diese Zwecke bezeichnet "Zahltag" einen Tag (außer einem Samstag oder Sonntag), an dem (i) das Clearing System und (ii) [falls die festgelegte Währung nicht Euro ist, einfügen: Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen]] [falls die festgelegte Währung Euro ist und im Falle von festverzinslichen Schuldverschreibungen oder Nullkupon-Schuldverschreibungen, einfügen: das Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET)] [falls die festgelegte Währung Euro ist und im Falle von variabel verzinslichen Schuldverschreibungen, einfügen: TARGET] Zahlungen abwickeln.

- (5) Bezugnahmen auf Kapital und Zinsen. Bezugnahmen in diesen Emissionsbedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; [falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen: den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen; [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.
- (6) Hinterlegung von Kapital und Zinsen. Die Emittentin [im Falle von Schuldverschreibungen, die von der IKB FINANCE begeben werden, einfügen: bzw. die Garantin] ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin [im Falle von Schuldverschreibungen, die von der IKB FINANCE begeben werden, einfügen: bzw. gegen die Garantin].

§ 5 RÜCKZAHLUNG

- (1) Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [im Falle eines festgelegten Fälligkeitstages, Fälligkeitstag einfügen] [im Falle eines Rückzahlungsmonats einfügen: in den [Rückzahlungsmonat einfügen] fallenden Zinszahlungstag] (der "Fälligkeitstag") zurückgezahlt. Der Rückzahlungsbetrag in bezug auf jede Schuldverschreibung entspricht [falls die Schuldverschreibungen zu ihrem Nennbetrag zurückgezahlt werden einfügen: dem Nennbetrag der Schuldverschreibungen] [ansonsten den Rückzahlungsbetrag für die jeweilige Stückelung/den Index und/oder die Formel, auf dessen/deren Grundlage der Rückzahlungsbetrag zu berechnen ist, einfügen].
- (2) Vorzeitige Rückzahlung aus steuerlichen Gründen. Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 12 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin [im Falle von Schuldverschreibungen, die von der IKB FINANCE begeben werden, einfügen: oder die Garantin] als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften [im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen: der Bundesrepublik Deutschland] [im Falle von Schuldverschreibungen, die von IKB AG durch die emittierende Zweigniederlassung begeben werden, einfügen: oder Luxemburgs] [im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden, einfügen: der Bundesrepublik Deutschland oder der Niederlande] oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) [im Falle von Schuldverschreibungen, die nicht Nullkupon-Schuldverschreibungen sind, einfügen: am nächstfolgenden Zinszahlungs-

tag (wie in § 3 Absatz 1 definiert)] [im Falle von Nullkupon-Schuldverschreibungen einfügen: bei Fälligkeit oder im Fall des Kaufs oder Tauschs einer Schuldverschreibung] zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin [im Falle von Schuldverschreibungen, die von der IKB FINANCE begeben werden, einfügen: bzw. der Garantin] zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin [im Falle von Schuldverschreibungen, die von der IKB FINANCE begeben werden, einfügen: oder die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. [Bei variabel verzinslichen Schuldverschreibungen einfügen: Der für die Rückzahlung festgelegte Termin muß ein Zinszahlungstag sein.]

Eine solche Kündigung hat gemäß \S 12 zu erfolgen. Sie ist unwiderruflich, muß den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

- [(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.
- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. [Bei Geltung eines Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen: Eine solche Rückzahlung muß in Höhe eines Nennbetrages von [mindestens [Mindestrückzahlungsbetrag einfügen]] [erhöhter Rückzahlungsbetrag einfügen] erfolgen.]

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: Der Emittentin steht dieses Wahlrecht nicht in bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz 4 dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 bekanntzugeben. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als [Mindestkündigungsfrist einfügen] und nicht mehr als [Höchstkündigungsfrist einfügen] Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
 - (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt.

Falls die Emittentin das Wahlrecht hat, die Schuldver schreibungen vorzeitig zurückzuzahlen, einfügen: Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: [[(4)] Vorzeitige Rückzahlung nach Wahl des Gläubigers.

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag(e) (Put)	Wahl-Rückzahlungsbetrag/beträge(s) (Put)
[Wahl- Rückzahlungstag(e)	[Wahl-Rückzahlungsbetrag/beträge
einfügen]	einfügen]
[]	[]
[]	[]

Dem Gläubiger steht dieses Wahlrecht nicht in bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem \S 5 verlangt hat.

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [Mindestkündigungsfrist einfügen] Tage und nicht mehr als [Höchstkündigungsfrist einfügen] Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, bei der bezeichneten Geschäftsstelle des Fiscal Agent während der normalen Geschäftszeiten eine ordnungsgemäß ausgefüllten Mitteilung zur vorzeitigen Rückzahlung ("Ausübungserklärung"), wie sie von der bezeichneten Geschäftsstelle des Fiscal Agent [im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: und der Zahlstelle (§ 6 Absatz 4) in Luxemburg] erhältlich ist, zu hinterlegen. Die Ausübungserklärung hat anzugeben: (i) den Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird und (ii) die Wertpapier-Kenn-Nummer dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

Im Falle von Schuldverschreibungen (außer Nullkupon-Schuldverschreibungen), einfügen:

einrugen: Im Falle von Nullkupon-Schuldverschreibungen, einfügen: [[(5)] Vorzeitiger Rückzahlungsbetrag.

Für die Zwecke des \S 9 und des Absatzes 2 dieses \S 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag.]

 $\hbox{\it [[(5)] Vorzeitiger R\"{u}ckzahlungsbetrag.}}$

Für die Zwecke des § 9 und des Absatzes 2 dieses § 5, berechnet sich der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung wie folgt:

- (a) Der vorzeitige Rückzahlungsbetrag der Schuldverschreibung entspricht der Summe aus:
 - (i) [Referenzpreis einfügen] (der "Referenzpreis"), und
 - (ii) dem Produkt aus [Emissionsrendite in Prozent einfügen] (die "Emissionsrendite") und dem Referenzpreis ab dem (und einschließlich) [Tag der Begebung einfügen] bis zu (aber ausschließlich) dem vorgesehenen Rückzahlungstag oder (je nachdem) dem Tag, an dem die Schuldverschreibungen fällig und rückzahlbar werden, wobei die Emissionsrendite jährlich kapitalisiert wird.

Wenn diese Berechnung für einen Zeitraum, der nicht vollen Jahren entspricht, durchzuführen ist, hat sie im Fall des nicht vollständigen Jahres (der "**Zinsberechnungszeitraum**") auf der Grundlage des Zinstagequotienten (wie vorstehend in § 3 definiert) zu erfolgen.

(b) Falls die Emittentin den vorzeitigen Rückzahlungsbetrag bei Fälligkeit nicht zahlt, wird er wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, daß die Bezugnahmen in Unterabsatz (a)(ii) auf den für die Rückzahlung vorgesehenen Rückzahlungstag oder den Tag, an dem diese Schuldverschreibungen fällig und rückzahlbar werden, durch den Tag ersetzt werden, an dem die Rückzahlung erfolgt.]

[Im Fall von indexierten Schuldverschreibungen, Raten-Schuldverschreibungen oder Credit Linked Notes, sind die anwendbaren Bestimmungen die Kapital betreffen einzufügen. Dasselbe gilt für Doppelwährungs-Schuldverschreibungen.]

DER FISCAL AGENT [,] [UND] [DIE BERECHNUNGSSTELLE] [UND DIE ZAHLSTELLEN]

(1) Bestellung; bezeichnete Geschäftsstelle. Der anfänglich bestellte Fiscal Agent [und die Berechnungsstelle] und [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] lauten wie folgt:

Fiscal Agent: J.P. Morgan Chase

Trinity Tower

9 Thomas More Street GB-London E1 9YT

[Berechnungsstelle:] [Namen und bezeichnete Geschäftsstelle einfügen]

Der Fiscal Agent [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) Änderung der Bestellung oder Abberufung. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt einen Fiscal Agent [und eine Berechnungsstelle [falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen: mit bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]]] unterhalten.

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

- (3) Beauftragte der Emittentin. Der Fiscal Agent [und die Berechnungsstelle] [handelt] [handeln] ausschließlich als Beauftragte[r] der Emittentin und [übernimmt] [übernehmen] keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftragsoder Treuhandverhältnis zwischen [ihm] [ihnen] und den Gläubigern begründet.
- [(4) Zahlstellen. Der Fiscal Agent handelt auch als Hauptzahlstelle in bezug auf die Schuldverschreibungen.

[Falls zusätzliche Zahlstellen bestellt werden sollen, einfügen: Die zusätzliche[n] Zahlstelle[n] (die "Zahlstelle[n]") und deren [jeweilige] anfänglich bezeichnete Geschäftsstelle[n] laute[t][n]:

Zahlstelle[n]: [Zahlstelle[n] und bezeichnete Geschäftsstelle[n] einfügen]

Jede Zahlstelle behält sich das Recht vor, jederzeit ihre bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung einer Zahlstelle zu ändern oder zu beenden und zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Zahlstelle mit bezeichneter Geschäftsstelle in einer europäischen Stadt unterhalten und, solange die Schuldverschreibungen an einer Börse notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle an dem von den Regeln dieser Börse vorgeschriebenen Ort unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden. Jede Zahlstelle handelt ausschließlich als Beauftragte der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihr und den Gläubigern begründet.]]

§ 7 STEUERN

Im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen:

Falls Zahlstellen

bestellt werden

sollen, einfügen:

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland [im Falle von Schuldverschreibungen, die von IKB AG durch die emittierende Zweigniederlassung begeben werden, einfügen: oder Luxemburg]

oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland [im Falle von Schuldverschreibungen, die von IKB AG durch die emittierende Zweigniederlassung begeben werden, einfügen: oder Luxemburg] auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

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

- (a) von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, daß die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland [im Falle von Schuldverschreibungen, die von IKB AG durch die emittierende Zweigniederlassung begeben werden, einfügen: oder zu Luxemburg] zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bun-

desrepublik Deutschland [im Falle von Schuldverschreibungen, die von IKB AG durch die emittierende Zweigniederlassung begeben werden, einfügen: oder Luxemburg] stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind: oder

[falls eine Verpflichtung zur Zahlung zusätzlicher Beträge nicht für solche Steuern und Abgaben bestehen soll, die aufgrund eines internationalen Vertrages erhoben werden, einfügen:

- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland [im Fall von Schuldverschreibungen, die von IKB AG durch die emittierende Zweigniederlassung begeben werden, einfügen: oder Luxemburg] oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder]
- [(d)] wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird.]

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

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

(a) von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, daß die Emittentin oder, im Fall von Zahlungen auf die Garantie, die Garantin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

Im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden, einfügen: (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu den Niederlanden oder, im Fall von Zahlungen auf die Garantie, zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder, im Fall von Zahlungen auf die Garantie, aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

[falls eine Verpflichtung zur Zahlung zusätzlicher Beträge nicht für solche Steuern und Abgaben bestehen soll, die aufgrund eines internationalen Vertrages erhoben werden, einfügen:

- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Niederlande oder, im Fall von Zahlungen auf die Garantie, die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten ist; oder]
- [(d)] wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird.]

§ 8 VORLEGUNGSFRIST

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

Im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen:

[§ 9 KÜNDIGUNG

- (1) Kündigungsgründe. Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen unterläßt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fortdauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat, oder
- (c) die Emittentin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen einstellt, oder
- (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft, oder
- (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (f) in der Bundesrepublik Deutschland [im Falle von Schuldverschreibungen, die über die emittierende Zweigniederlassung begeben werden, einfügen: oder in Luxemburg] irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin daran gehindert wird, die von ihr gemäß diesen Emissionsbedingungen übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

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

(2) Benachrichtigung. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, daß der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 13 Absatz 3 definiert) oder auf andere geeignete Weise erbracht werden.]

Im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden einfügen:

[§ 9 KÜNDIGUNG

- (1) Kündigungsgründe. Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie auf die in § 2 Bezug genommen wird, unterläßt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fortdauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat, oder
- (c) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen einstellt, oder
- (d) ein Gericht ein Konkurs- oder sonstiges Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft oder die Emittentin ein "surséance van betaling" (im Sinne des niederländischen Insolvenzstatuts) beantragt, oder
- (e) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (f) in den Niederlanden oder in der Bundesrepublik Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin oder die Garantin daran gehindert wird, die von ihr gemäß diesen Emissionsbedingungen bzw. der Garantin gemäß den Garantiebedingungen übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist, oder
- (g) die Garantie aus irgendeinem Grund ungültig wird oder nicht mehr rechtsverbindlich ist.

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

(2) Benachrichtigung. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, daß der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 13 Absatz 4 definiert) oder auf andere geeignete Weise erbracht werden.]

§ 10 ERSETZUNG

- (1) Ersetzung. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger [(i) im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen: ein mit ihr verbundenes Unternehmen (wie unten definiert)] [(ii) im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden, einfügen: entweder die Garantin oder ein mit der Garantin verbundenes Unternehmen (wie unten definiert)] an ihrer Stelle als Hauptschuldnerin (die "Nachfolgeschuldnerin") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, daß:
- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;
- [(d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen der Garantie der Emittentin vom 30. Juli 1999 hinsichtlich der Schuldverschreibungen, die von der IKB FINANCE unter dem Debt Issuance Programme begeben werden, entsprechen; und]
- [(d) die Garantin, falls sie nicht selbst die Nachfolgeschuldnerin ist, unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen der Garantie entsprechen; und]
- (e) dem Fiscal Agent jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, daß die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

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

- (2) Bekanntmachung. Jede Ersetzung ist gemäß § 12 bekannt zu machen.
- (3) Änderung von Bezugnahmen. Im Falle einer Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des weiteren gilt im Falle einer Ersetzung folgendes:
- [(a) in § 7 und § 5 Absatz 2 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland [und Luxemburg] als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);
- (b) in § 9 Absatz 1(c) bis (f) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

[In § 7 und § 5 Absatz 2 gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

Im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von IKB AG begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden, einfügen:

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

- (1) Begebung weiterer Schuldverschreibungen. Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, daß sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) Ankauf. Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muß dieses Angebot allen Gläubigern gemacht werden.
- (3) Entwertung. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 12 MITTEILUNGEN

- (1) Bekanntmachung. Alle die Schuldverschreibungen betreffenden Mitteilungen sind in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Deutschland] [Luxemburg] [dem Vereinigten Königreich] [anderen Ort einfügen], voraussichtlich [der Börsen-Zeitung] [dem Luxemburger Wort] [der Financial Times] [andere Zeitung mit allgemeiner Verbreitung einfügen], zu veröffentlichen. Jede derartige Mitteilung gilt mit dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen mit dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- (2) Mitteilungen an das Clearing System. Die Emittentin ist berechtigt, eine Zeitungsveröffentlichung nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen, vorausgesetzt, daß in Fällen, in denen die Schuldverschreibungen an einer Börse notiert sind, die Regeln dieser Börse diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt. [Im Fall von Schuldverschreibungen, die an der Luxemburger Börse zugelassen werden sollen, einfügen: Solange die Schuldverschreibungen an der Luxemburger Börse notiert sind, haben alle die Schuldverschreibungen betreffenden Mitteilungen außerdem in der für Luxemburg in Absatz 1 vorgesehenen Form zu erfolgen.]

§ 13 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

- (1) Anwendbares Recht. Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.
- [(3) Ernennung von Zustellungsbevollmächtigten. Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die IKB Deutsche Industriebank Aktiengesellschaft, Wilhelm-Bötzkes-Straße 1, D-40474 Düsseldorf, zu ihrer Zustellungsbevollmächtigten in Deutschland.]
- [(4)] Gerichtliche Geltendmachung. Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank (wie nachstehend definiert) bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, daß die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die

Im Falle von Schuldverschreibungen, die von IKB FINANCE begeben werden, einfügen: vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne daß eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems.

§ 14 SPRACHE

Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefaßt sind, einflügen:

[Diese Emissionsbedingungen sind in deutscher Sprache abgefaßt. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.] [Im Fall von Schuldverschreibungen, die an der Luxemburger Börse zugelassen werden sollen, einfügen: Die Emittentin hat sich davon überzeugt, daß die Übersetzung dieser Emissionsbedingungen in die englische Sprache die entsprechende Originalfassung zutreffend wiedergibt und übernimmt die entsprechende Verantwortung.]

Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefaßt sind, einfügen:

[Diese Emissionsbedingungen sind in englischer Sprache abgefaßt. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefaßt sind, einfigen: [Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefaßt.]

TEIL II – ZUSATZ ZU DEN GRUNDBEDINGUNGEN

EMISSIONSBEDINGUNGEN FÜR NAMENSSCHULDVERSCHREIBUNGEN

Die unten aufgeführten Anleitungen beziehen sich auf die oben in Teil I wiedergegebenen Emissionsbedingungen für Inhaberschuldverschreibungen. Im Fall von Namensschuldverschreibungen werden die oben in TEIL I wiedergegebenen Emissionsbedingungen nach Maßgabe der folgenden Anleitungen und der Bedingungen des anwendbaren Konditionenblattes abgeändert.

[§ 1 (WÄHRUNG, STÜCKELUNG, FORM, EINZELNE DEFINITIONEN) ist vollständig wie folgt zu ersetzen:

§ 1 WÄHRUNG, FORM, ÜBERTRAGUNGEN, EINZELNE DEFINITIONEN

- (1) Währung und Nennbetrag. Diese Namensschuldverschreibung (die "Schuldverschreibung") der IKB Deutsche Industriebank Aktiengesellschaft (die "Emittentin") [im Falle von Schuldverschreibungen, die von IKB AG durch ihre Filiale Luxemburg begeben werden, einfügen:, handelnd durch ihre Filiale Luxemburg (die "emittierende Zweigniederlassung")] wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) begeben.]
- (2) Form. Die Schuldverschreibung trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Registerstelle oder in deren Namen mit einer Kontrollunterschrift versehen.
- (3) Übertragung.
- (a) Die sich aus dieser Schuldverschreibung ergebenden Rechte des Gläubigers und das Eigentum an dieser Urkunde gehen durch Abtretung und Eintragung in das Register über. Soweit nicht ein zuständiges Gericht etwas anderes entschieden hat oder zwingendes Recht etwas anderes verlangt, haben die Emittentin, der Fiscal Agent und die Registerstelle den eingetragenen Gläubiger dieser Schuldverschreibung als den ausschließlichen Inhaber dieser Urkunde und der sich aus dieser ergebenden Rechte zu behandeln.
- (b) Die sich aus dieser Schuldverschreibung ergebenden Rechte des Gläubigers und das Eigentum an dieser Urkunde können vollständig oder teilweise übertragen werden, indem diese Schuldverschreibung (zusammen mit dem ordnungsgemäß vervollständigten und unterzeichneten, auf der Rückseite dieser Schuldverschreibung abgedruckten Muster einer Abtretungserklärung) bei der bezeichneten Geschäftsstelle der Registerstelle eingereicht wird. Im Fall der teilweisen Übertragung dieser Schuldverschreibung ist dem Zedenten eine neue Schuldverschreibung über den nicht übertragenen Betrag auszustellen. Eine teilweise Übertragung dieser Schuldverschreibung ist nur ab einem Mindestnennbetrag von [festgelegte Währung und Mindestnennbetrag einfügen] oder für ein ganzzahliges Vielfaches dieses Betrages zulässig.
- (c) Jede nach einer Übertragung dieser Schuldverschreibung ausgestellte neue Schuldverschreibung wird innerhalb von sieben Geschäftstagen (Geschäftstag bedeutet für die Zwecke dieses Absatzes ein Tag (außer einem Samstag oder Sonntag), an dem Banken an dem Ort der bezeichneten Geschäftsstelle der Registerstelle für den Geschäftsverkehr geöffnet sind) nach Einreichung dieser Schuldverschreibung und des ordnungsgemäß vervollständigten und unterzeichneten Musters einer Abtretungserklärung zur Abholung bei der bezeichneten Geschäftsstelle der Registerstelle bereitgehalten oder, auf Wunsch des einreichenden Gläubigers und wie in der Abtretungserklärung entsprechend dem Muster angegeben, auf Gefahr des hinsichtlich der neuen Schuldverschreibung berechtigten Gläubigers an die in der Abtretungserklärung entsprechend dem Muster angegebenen Adresse versandt.
- (d) Übertragungen werden vorgenommen, ohne daß von oder für die Emittentin oder die Registerstelle hierfür eine Gebühr berechnet wird, aber erst nach Zahlung von Steuern oder anderen Abgaben, die im Zusammenhang mit der Übertragung erhoben werden (oder nach Abgabe von diesbezüglichen Freistellungserklärungen, die die Emittentin oder die Registerstelle verlangen kann).

- (e) Der Gläubiger kann die Eintragung der Übertragung dieser Schuldverschreibung nicht verlangen (i) während eines Zeitraums von 15 Tagen, der an dem Fälligkeitstag für eine Zahlung auf Kapital endet, (ii) während eines Zeitraums von 15 Tagen vor einem Tag, an dem diese Schuldverschreibung aufgrund der Ausübung eines der Emittentin zustehenden Wahlrechts vorzeitig zurückgezahlt werden kann, oder (iii) nachdem hinsichtlich dieser Schuldverschreibung ein Wahlrecht ausgeübt wurde, nach dessen Ausübung diese Schuldverschreibung ganz oder teilweise rückzahlbar ist.
- (4) Definitionen. Für die Zwecke dieser Emissionsbedingungen bedeutet:

"Gläubiger" der eingetragene Gläubiger dieser Schuldverschreibung. Jede Bezugnahme in diesen Emissionsbedingungen auf "Gläubiger" im Plural gilt als eine Bezugnahme auf "Gläubiger" im Singular.

"Register" das von der Registerstelle unterhaltene Register für diese Schuldverschreibung und andere unter dem Debt Issuance Programme begebene Namensschuldverschreibungen.

(5) Bezugnahmen auf Schuldverschreibungen. Jede Bezugnahme in diesen Emissionsbedingungen auf "Schuldverschreibung" oder "diese Schuldverschreibung" schließt jede neue Schuldverschreibung ein, die im Zusammenhang mit der Übertragung dieser Schuldverschreibung oder eines Teils derselben ausgestellt worden ist, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes. Jede Bezugnahme in diesen Emissionsbedingungen auf "Schuldverschreibungen" oder "diese Schuldverschreibungen" im Plural gilt als eine Bezugnahme auf "Schuldverschreibung" oder "diese Schuldverschreibung" im Singular. Jede grammatikalischen und anderen Änderungen, die durch den Gebrauch des Wortes "Schuldverschreibung" im Singular notwendig werden, gelten als in diesen Emissionsbedingungen vorgenommen und die Bestimmungen dieser Emissionsbedingungen sind so anzuwenden, als ob diese Änderungen vorgenommen worden wären.]

[§ 4 (ZAHLUNGEN) ist vollständig wie folgt zu ersetzen:

§ 4 **ZAHLUNGEN**

- (1) Allgemeines. Zahlungen auf Kapital und Zinsen der Schuldverschreibung werden an dem entsprechenden Fälligkeitstag an die Person geleistet, die bei Geschäftsschluß am fünfzehnten Tag vor einem solchen Fälligkeitstag (der "Stichtag") in dem Register als Gläubiger aufgeführt ist.
- (2) Zahlungsweise. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen in [festgelegte Währung einfügen] [bei Doppelwährungs-Schuldverschreibungen entsprechende Währung/ Wechselkursformeln einfügen]

I, und zwar durch Überweisung auf ein auf die festgelegte Währung lautendes Konto des Zahlungsempfängers, das dieser bei einer Bank in dem Hauptfinanzzentrum des Landes

der festgelegten Währung unterhält und das der Registerstelle nicht später als am Stichtag mitgeteilt worden ist.] [, und zwar durch Überweisung auf ein auf Euro lautendes Konto des Zahlungsempfän-

gers, das dieser bei einer Bank in einem Hauptfinanzzentrum eines Landes unterhält, das Teilnehmerstaat in der Europäischen Wirtschafts- und Währungsunion geworden ist und welches Konto der Registerstelle nicht später als am Stichtag mitgeteilt worden

(3) Zahltag. Fällt der Fälligkeitstag für eine Zahlung eines hiernach geschuldeten Betrages nicht auf einen Tag, an dem Geschäftsbanken in dem Hauptfinanzzentrum des Landes, in dem das Konto des Zahlungsempfängers nach Maßgabe des Vorstehenden unterhalten wird, für den Geschäftsverkehr geöffnet sind, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Tag, an dem diese Geschäftsbanken für den Geschäftsverkehr geöffnet sind. Der Gläubiger ist nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund dieser hinausgeschobenen Zahlung zu verlangen.

Falls die festge legte Währung nicht Euro ist einfügen:

Falls die festge Euro ist, einfügen: (4) Bezugnahmen auf Kapital und Zinsen. Bezugnahmen in diesen Emissionsbedingungen auf Kapital der Schuldverschreibung schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibung; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibung; [falls die Emittentin das Wahlrecht hat, die Schuldverschreibung aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen: den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibung;] [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibung vorzeitig zu kündigen, einfügen: den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibung;] sowie jeden Aufschlag sowie sonstige auf oder in bezug auf diese Schuldverschreibung zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf diese Schuldverschreibung sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.]

[§ 6 (DER FISCAL AGENT[,] [UND] [DIE BERECHNUNGSSTELLE] [UND DIE ZAHL-STELLEN]) ist vollständig wie folgt zu ersetzen:

§ 6 DER FISCAL AGENT[,] [UND] DIE REGISTERSTELLE [UND DIE BERECHNUNGSSTELLE]

(1) Bestellung; bezeichnete Geschäftsstelle. Der anfänglich bestellte Fiscal Agent [,] [und] die Registerstelle [und die Berechnungsstelle] und deren anfänglich bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent: J.P. Morgan Chase

Trinity Tower

9 Thomas More Street GB-London E1 9YT

Registerstelle: Der Fiscal Agent ist auch die Registerstelle, handelnd durch die

oben bezeichnete Geschäftsstelle.

[Berechnungsstelle:] [Namen und bezeichnete Geschäftsstelle einfügen]

Der Fiscal Agent [,] [und] die Registerstelle [und die Berechnungsstelle] behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) Änderung der Bestellung oder Abberufung. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [,] [und] der Registerstelle [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [,] [und] eine andere Registerstelle [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt einen Fiscal Agent und eine Registerstelle [und eine Berechnungsstelle] unterhalten. Der Fiscal Agent und die Registerstelle sind ein und dieselbe Person, die in beiden Funktionen durch dieselbe bezeichnete Geschäftsstelle handelt. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern der Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurde.
- (3) Beauftragte der Emittentin. Der Fiscal Agent [,] [und] die Registerstelle [und die Berechnungsstelle] handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber dem Gläubiger und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und dem Gläubiger begründet.]

[§ 8 (VORLEGUNGSFRIST) ist vollständig wie folgt zu ersetzen:

§ 8 VERJÄHRUNG

Die Verpflichtungen der Emittentin, Kapital und Zinsen auf die Schuldverschreibung zu zahlen, verjähren (i) in Bezug auf Kapital nach Ablauf von 10 Jahren nach dem Fälligkeitstag für die Zahlung von Kapital und (ii) in bezug auf Zinsen nach Ablauf von 4 Jahren nach dem Fälligkeitstag für die entsprechenden Zinszahlungen.]

[§ 11 (BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG) ist vollständig wie folgt zu ersetzen:

§ 11 ERSETZUNG DER SCHULDVERSCHREIBUNG

Sollte die Schuldverschreibung verloren gehen, gestohlen, beschädigt, unleserlich gemacht oder zerstört werden, so kann sie bei der bezeichneten Geschäftsstelle der Registerstelle ersetzt werden; dabei hat der Anspruchsteller alle dabei möglicherweise entstehenden Kosten und Auslagen zu zahlen und alle angemessenen Bedingungen der Emittentin hinsichtlich des Nachweises und einer Freistellung zu erfüllen. Eine beschädigte oder unleserlich gemachte Schuldverschreibung muß eingereicht werden, bevor eine Ersatzurkunde ausgegeben wird.]

[§ 12 (MITTEILUNGEN) ist vollständig wie folgt zu ersetzen:

§ 12 MITTEILUNGEN

Mitteilungen an den Gläubiger können wirksam per Post, Telex oder Telefax an die im Register aufgeführte Adresse, Telex-Nummer oder Telefax-Nummer des Gläubigers erfolgen.]

[In § 13 (ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTEND-MACHUNG) sind "GERICHTLICHE GELTENDMACHUNG" in der Überschrift und die Bestimmungen des Absatzes [(4)] – Gerichtliche Geltendmachung – zu streichen.]

TERMS AND CONDITIONS OF THE NOTES ENGLISH LANGUAGE VERSION

The Terms and Conditions of the Notes (the "Terms and Conditions") are set forth below in two Parts:

PART I sets out the basic terms (the "Basic Terms") comprising the Terms and Conditions that apply to Series of Notes which are represented by global Notes in bearer form.

PART II sets forth in the form of a supplement (the "Supplement") to the Basic Terms those provisions that apply to Notes in registered form.

The Basic Terms and the Supplement thereto together constitute the Terms and Conditions.

This Series of Notes is issued pursuant to a Fiscal Agency Agreement dated as of July 30, 1999 (the "Agency Agreement") between IKB Deutsche Industriebank Aktiengesellschaft ("IKB AG") and IKB Finance B.V. ("IKB FINANCE") (each an "Issuer" and together the "Issuers") and J.P. Morgan Chase, London, as fiscal agent (the "Fiscal Agent", which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent, at the specified office of any Paying Agent, at the principal office of IKB AG in Düsseldorf and at the office of IKB FINANCE.

In the case of Long-Form Conditions and, in the case of Notes in registered form, if the Terms and Conditions and the Pricing Supplement are to be [The provisions of these Terms and Conditions apply to the Notes as completed, modified, supplemented or replaced, in whole or in part, by the terms of the pricing supplement which is attached hereto (the "Pricing Supplement"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Pricing Supplement as if such information were inserted in the blanks of such provisions; any provisions of the Pricing Supplement modifying, supplementing or replacing, in whole or in part, the provisions of these Terms and Conditions shall be deemed to so modify, supplement or replace the provisions of these Terms and Conditions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Pricing Supplement are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Pricing Supplement. Copies of the Pricing Supplement may be obtained free of charge at the specified office of the Fiscal Agent and at the specified office of any Paying Agent provided that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Pricing Supplement will only be available to Holders of such Notes.]

PART I – BASIC TERMS

TERMS AND CONDITIONS OF NOTES IN BEARER FORM

§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) Currency; Denomination. This Series of Notes (the "Notes") of [insert Issuer] (the "Issuer") [in the case of the Notes being issued by IKB AG acting through its Luxembourg Branch insert:, acting through its Luxembourg Branch, (the "Issuing Branch"),] is being issued in [insert Specified Currency] (the "Specified Currency") in the aggregate principal amount of [insert aggregate principal amount] (in words: [insert aggregate principal amount in words]) in denominations of [insert Specified Denominations] (the "Specified Denominations").
- (2) Form. The Notes are being issued in bearer form.
- [(3) Permanent Global Note. The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons. The Permanent Global Note shall be signed manually by two authorized signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.]
- [(3) Temporary Global Note Exchange.
- (a) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in Specified Denominations represented by a permanent global note (the "Permanent Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorized signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Temporary Global Note. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is or are not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph (3), "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]
- (4) Clearing System. The Permanent Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "Clearing System" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG] [Clearstream Banking, société anonyme] [Euroclear Bank S.A./N.V. as operator of the Euroclear System ("Euroclear")] [,] [and] [specify other Clearing System] and any successor in such capacity.
- (5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

In the case of Notes which are represented by a Permanent Global Note insert:

In the case of Notes which are initially represented by a Temporary Global Note insert: In the case of Notes issued by IKB AG insert:

[§ 2 STATUS

[(1)] The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are given priority under mandatory provisions of statutory law.

[In the case of Notes being issued through the Issuing Branch insert:

(2) Notwithstanding that the Notes are being issued through the Issuing Branch, they constitute obligations of the Issuer as a whole and are the same as if the Issuer had issued the Notes through its head office in Düsseldorf.]]

In the case of Notes issued by IKB FINANCE insert:

[§ 2 STATUS, GUARANTEE

- (1) *Status*. The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are given priority under mandatory provisions of statutory law.
- (2) Guarantee. IKB Deutsche Industriebank Aktiengesellschaft (the "Guarantor") has given its unconditional and irrevocable guarantee (the "Guarantee") for the due payment of principal of, and interest on, and any other amounts expressed to be payable under the Notes. The Guarantee constitutes a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328(1) of the German Civil Code¹, giving rise to the right of each Holder to require performance of the Guarantee directly from the Guarantor and to enforce the Guarantee directly against the Guarantor. Copies of the Guarantee may be obtained free of charge at the principal office of the Guarantor in Düsseldorf and at the specified office of the Fiscal Agent set forth in § 6.]

§ 3 INTEREST

In the case of Fixed Rate Notes insert:

- [(1) Rate of Interest and Interest Payment Dates. The Notes shall bear interest on their principal amount at the rate of [insert Rate of Interest] per cent. per annum from (and including) [insert Interest Commencement Date] to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on [insert Fixed Interest Date or Dates] in each year (each such date, an "Interest Payment Date"). The first payment of interest shall be made on [insert First Interest Payment Date is not first anniversary of Interest Commencement Date insert: and will amount to [insert Initial Broken Amounts per Specified Denomination].] [If Maturity Date is not a Fixed Interest Date insert: Interest in respect of the period from (and including) [insert Fixed Interest Date preceding the Maturity Date] to (but excluding) the Maturity Date will amount to [insert Final Broken Amounts per Specified Denomination].] [If the Specified Currency is euro and if Actual/Actual (ISMA) is applicable insert: The number of Interest Payment Dates per calendar year (each a "Determination Date") is [insert number of regular interest payment dates per calendar year].]
- (2) Accrual of Interest. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes.
- (3) Calculation of Interest for Partial Periods. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

¹An English language translation of § 328(1) German Civil Code would read as follows:

[&]quot;A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

In the case of Floating Rate Notes insert:

- [(1) Interest Payment Dates.
- (a) The Notes bear interest on their principal amount from (and including) [insert Interest Commencement Date] (the "Interest Commencement Date") to but excluding the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to but excluding the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.
- (b) "Interest Payment Date" means

[in the case of Specified Interest Payment Dates insert: each [insert Specified Interest Payment Dates].]

[in the case of Specified Interest Periods insert: each date which (except as otherwise provided in these Terms and Conditions) falls [insert number] [weeks] [months] [insert other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

[if Modified Following Business Day Convention insert: postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

[if FRN Convention insert: postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls **[[insert number]** months**] [insert other specified periods]** after the preceding applicable Interest Payment Date.]

[if Following Business Day Convention insert: postponed to the next day which is a Business Day.]

[if Preceding Business Day Convention insert: the immediately preceding Business Day.]

- (d) In this § 3 "Business Day" means a day which is a day (other than a Saturday or a Sunday) on which both (i) the Clearing System, and (ii) [if the Specified Currency is not euro insert: commercial banks and foreign exchange markets in [insert all relevant financial centres]] [if the Specified Currency is euro insert: the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET)] settle payments.
- (2) Rate of Interest. [if Screen Rate Determination insert: The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be either:
- (a) the offered quotation (if there is only one quotation on the Screen Page (as defined below)); or
- (b) the arithmetic mean (rounded if necessary to the nearest one [if the Reference Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005] [if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears or appear, as the case may be, on the Screen Page as of 11:00 a.m. ([London] [Brussels] time) on the Interest Determination Date (as defined below) [if Margin insert: [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent.

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

"Interest Determination Date" means the [second] [insert other applicable number of days] [London] [TARGET] [insert other relevant reference] Business Day prior to the commencement of the relevant Interest Period. ["[London] [insert other relevant location] Business Day" means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in [London] [insert other relevant location].] ["TARGET Business Day" means a day on which all relevant parts of TARGET are open.]

[If Margin insert: "Margin" means [] per cent. per annum.]

"Screen Page" means [insert relevant Screen Page].

If, in the case of (b) above, five or more such offered quotations are available on the Screen Page, the highest (or, if there is more than one such highest rate, only one of such rates) and the lowest (or, if there is more than one such lowest rate, only one of such rates) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations and this rule shall apply throughout this subparagraph (2).

If the Screen Page is not available or if, in the case of (a) above, no such quotation appears or, in the case of (b) above, fewer than three such offered quotations appear, in each case as at such time, the Calculation Agent shall request the principal [London] [Euro-zone] [insert other relevant location] office of each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the [London] [insert other relevant location] interbank market [of the Euro-zone] at approximately 11.00 a.m. ([London] [Brussels] time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one [if the Reference Rate is not EURIBOR insert: thousandth of a percentage point, with 0.00005] [if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of such offered quotations [if Margin insert: [plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one [if the Reference Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005] [if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. ([London] [Brussels] time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the [London] [insert other relevant location] interbank market [of the Euro-zone] [if Margin insert: [plus] [minus] the Margin] or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the [London] [insert other relevant location] interbank market [of the Euro-zone] (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) [if Margin insert: [plus] [minus] the Margin]. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered [if Margin insert: [plus] [minus] the Margin] (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period)].

As used herein, "Reference Banks" means [if no other Reference Banks are specified in the Pricing Supplement, insert:, in the case of (a) above, those offices of [in the case of EURIBOR insert: not less than five] such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page and, in the case of (b) above, those banks whose offered quotations last appeared on the Screen Page when no fewer than three such offered quotations appeared] [if other Reference Banks are specified in the Pricing Supplement, insert names here].

[In the case of interbank market of the Euro-Zone insert: "Euro-Zone" means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and the Amsterdam Treaty of October 2, 1997, as further amended from time to time.]

[If Reference Rate is other than LIBOR or EURIBOR, insert relevant details in lieu of the provisions of this paragraph (2)]

[If ISDA Determination applies insert the relevant provisions and attach the 2000 ISDA Definitions published by the International Swap and Derivatives Association ("ISDA")]

[If other method of determination/indexation applies, insert relevant details in lieu of the provisions of this paragraph (2)]

[If Minimum and/or Maximum Rate of Interest applies insert:

(3) [Minimum] [and] [Maximum] Rate of Interest.

[If Minimum Rate of Interest applies insert: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than [insert Minimum Rate of Interest], the Rate of Interest for such Interest Period shall be [insert Minimum Rate of Interest].]

[If Maximum Rate of Interest applies insert: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than [insert Maximum Rate of Interest], the Rate of Interest for such Interest Period shall be [insert Maximum Rate of Interest].]

[(4)] Interest Amount. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, calculate the amount of interest (the "Interest Amount") payable on the Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to each Specified Denomination and rounding the resultant figure to [if the Specified Currency is not euro: the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards] [if the Specified Currency is euro: the nearest 0.01 euro, with 0.005 euro being rounded upwards].

[(5)] Notification of Rate of Interest and Interest Amount. The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer [in the case of Notes issued by IKB FINANCE: and the Guarantor] and to the Holders in accordance with § 12 as soon as possible after their determination, but in no event later than the fourth [London] [TARGET] [insert other relevant reference] Business Day (as defined in § 3(2)) thereafter and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination but in no event later than the first day of the relevant Interest Period. [In the case of Notes listed on the Luxembourg Stock Exchange insert: The notification to the Luxembourg Stock Exchange pursuant to the preceding sentence must occur at the latest on the first day of the relevant Interest Period.] Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed and to the Holders in accordance with § 12.

- [(6)] *Determinations Binding*. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, [in the case of Notes issued by IKB Finance insert: the Guarantor,] the Fiscal Agent[, the Paying Agents] and the Holders.
- [(7)] *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until actual redemption of the Notes. The applicable Rate of Interest will be determined in accordance with this § 3.]

In the case of Zero Coupon Notes insert:

- [(1) No Periodic Payments of Interest. There will not be any periodic payments of interest on the Notes during their term.
- (2) Accrual of Interest. If the Issuer shall fail to redeem the Notes when due, interest shall accrue on the principal amount of the Notes as from the due date to the date of actual redemption at the rate of [insert Amortisation Yield] per annum.]
- [[•]] Day Count Fraction. "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "Calculation Period"):

[In the case of Fixed Rate Notes, if the Specified Currency is euro and if Actual/Actual (ISMA) is applicable insert:

- 1. if the Calculation Period (from and including the first day of such period but excluding the last) is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period (from and including the first day of such period but excluding the last) divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in § 3(1)) that would occur in one calendar year; or
- 2. if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of: (A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in § 3(1)) that would occur in one calendar year, and (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in § 3(1)) that would occur in one calendar year.

"Determination Period" means the period from (and including) a Determination Date to, but excluding, the next Determination Date.]

[if Actual/Actual (ISMA) insert: the number of days in the Calculation Period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by (x) in the case of Notes where interest is scheduled to be paid only by means of regular annual payments, the number of days in the Calculation Period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the next scheduled Interest Payment Date or (y) in the case of Notes where interest is scheduled to be paid other than only by means of regular annual payments, the product of the number of days in the Calculation Period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the next scheduled Interest Payment Date and the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]

[if Actual/Actual (Actual/365) insert: the actual number of days in the Calculation Period divided by 365 (or, if any calculation portion of that period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period not falling in a leap year divided by 365).]

[if Actual/365 (Fixed) insert: the actual number of days in the Calculation Period divided by 365.]

[if Actual/360 insert: the actual number of days in the Calculation Period divided by 360.]

[if 30/360, 360/360 or Bond Basis insert: the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

[if 30E/360 or Eurobond Basis: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

[In the case of Index-Linked Notes, Instalment Notes or Credit Linked Notes, insert all applicable provisions regarding interest. The same applies in the case of Dual Currency Notes.]

§ 4 PAYMENTS

- (1) [a] *Payment of Principal*. Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
- [(b) Payment of Interest. Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

[In the case of interest payable on a Temporary Global Note insert: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in $\S 1(3)(b)$.]

- (2) Manner of Payment. Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in [insert Specified Currency] [in the case of Dual Currency Notes insert relevant currencies/exchange rate formulas].
- (3) *Discharge*. [In the case of Notes issued by IKB AG insert: The Issuer shall be discharged by payment to, or to the order of, the Clearing System.]

[In the case of Notes issued by IKB FINANCE insert: The Issuer or, as the case may be, the Guarantor, shall be discharged by payment to, or to the order of, the Clearing System.]

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

For these purposes, "Payment Business Day" means a day which is a day (other than a Saturday or a Sunday) on which both (i) the Clearing System, and (ii) [if the Specified Currency is not euro insert: commercial banks and foreign exchange markets in [insert all relevant financial centres]] [if the Specified Currency is euro and in the case of Fixed Rate Notes or Zero Coupon Notes insert: the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET)] [if the Specified Currency is euro and in the case of Floating Rate Notes insert: TARGET] settle payments.

(5) References to Principal and Interest. References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; [if the Notes are redeemable at the option of the Issuer for other than tax reasons insert: the Call Redemption Amount of the Notes;] [if the Notes are redeemable at the option of the Holder insert: the Put Redemption Amount of the Notes;] and any premium and

In the case of Notes other than Zero Coupon any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) Deposit of Principal and Interest. The Issuer [in the case of Notes issued by IKB FINANCE insert: or the Guarantor, as the case may be,] may deposit with the Amtsgericht in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer [in the case of Notes issued by IKB FINANCE insert: or the Guarantor, as the case may be,] shall cease.

§ 5 REDEMPTION

- (1) Final Redemption. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [in the case of a specified Maturity Date insert such Maturity Date] [in the case of a Redemption Month insert: the Interest Payment Date falling in [insert Redemption Month]] (the "Maturity Date"). The Final Redemption Amount in respect of each Note shall be [if the Notes are redeemed at their principal amount insert: its principal amount] [otherwise insert Final Redemption Amount per Specified Denomination/index and/or formula by reference to which the Final Redemption Amount is to be calculated].
- (2) Early Redemption for Reasons of Taxation. If as a result of any change in, or amendment to, the laws or regulations of [in the case of Notes issued by IKB AG insert: the Federal Republic of Germany [in the case of the Notes being issued by IKB AG acting through its Luxembourg Branch insert: or Luxembourg]] [in the case of Notes **issued by IKB FINANCE insert:** the Federal Republic of Germany or The Netherlands] or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer [in the case of Notes issued by IKB FINANCE insert: or the Guarantor] is required to pay Additional Amounts (as defined in § 7 herein) [in the case of Notes other than Zero Coupon Notes insert: on the next succeeding Interest Payment Date (as defined in § 3(1))] [in the case of Zero Coupon Notes insert: at maturity or upon the sale or exchange of any Notel, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer [in the case of Notes issued by IKB FINANCE insert: or the Guarantor, as the case may be], the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 12 to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer [in the case of Notes issued by IKB FINANCE insert: or the Guarantor] would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. [In the case of Floating Rate Notes insert: The date fixed for redemption must be an Interest Payment Date.]

Any such notice shall be given in accordance with § 12. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption at the Option of the Issuer insert:

- [(3) Early Redemption at the Option of the Issuer.
- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. [if Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [insert Higher Redemption Amount].

Call Redemption Date(s)	Call Redemption Amount(s)
[insert Call Redemption Dates(s)]	[insert Call Redemption Amount(s)]
[]	[]
[]	[]

[If Notes are subject to Early Redemption at the Option of the Holder insert: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph (4) of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 12. Such notice shall specify:
 - (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
 - (iii) the Call Redemption Date, which shall be not less than [insert Minimum Notice to Holders] nor more than [insert Maximum Notice to Holders] days after the date on which notice is given by the Issuer to the Holders; and
 - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.]

[[(4)] Early Redemption at the Option of a Holder.

(a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s)	Put Redemption Amount(s)
[insert Put Redemption Dates(s)]	[insert Put Redemption Amount(s)]
[]	[]
[]	[]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this \S 5.

(b) In order to exercise such option, the Holder must, not less than [insert Minimum Notice to Issuer] nor more than [insert Maximum Notice to Issuer] days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), submit during normal business hours at the specified office of the Fiscal Agent a duly completed early redemption notice ("Put Notice") in the form available from the specified office of the Fiscal Agent [in the case of Notes listed on the Luxembourg Stock Exchange insert: and of the Paying Agent (§ 6 (4)) in Luxembourg]. The Put Notice must specify (i) the principal amount of the Notes in respect of which such option is exercised, and (ii) the securities identification number of such Notes, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

If the Notes are subject to Early Redemption at the Option of the Holder insert: In the case of Notes other than Zero Coupon Notes insert:

In the case of Zero Coupon Notes [[(5)] Early Redemption Amount.

For purposes of \S 9 and subparagraph (2) of this \S 5, the Early Redemption Amount of a Note shall be its Final Redemption Amount.

[[(5)] Early Redemption Amount.

For purposes of § 9 and subparagraph (2) of this § 5, the Early Redemption Amount of a Note shall be calculated as follows:

- (a) The Early Redemption Amount of a Note shall be an amount equal to the sum of:
 - (i) [insert Reference Price] (the "Reference Price"), and
 - (ii) the product of [insert Amortisation Yield in per cent.] (the "Amortisation Yield") and the Reference Price from (and including) [insert Issue Date] to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and payable, whereby the Amortisation Yield shall be compounded annually.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year (the "Calculation Period") shall be made on the basis of the Day Count Fraction (as defined in \S 3).

(b) If the Issuer fails to pay the Early Redemption Amount when due, such amount shall be calculated as provided herein, except that references in subparagraph (a)(ii) above to the date fixed for redemption or the date on which such Note becomes due and repayable shall refer to the date on which payment is made].

[In the case of Index Linked Notes, Instalment Notes or Credit Linked Notes, insert all applicable provisions regarding principal. The same applies in the case of Dual Currency Notes.]

§ 6 THE FISCAL AGENT[,] [AND] [THE CALCULATION AGENT] [AND THE PAYING AGENTS]

(1) Appointment; Specified Office. The initial Fiscal Agent [and the Calculation Agent] and [its] [their] initial specified office[s] shall be:

Fiscal Agent: J.P. Morgan Chase

Trinity Tower

9 Thomas More Street GB-London E1 9YT

[Calculation Agent:] [insert name and specified office]

The Fiscal Agent [and the Calculation Agent] reserve[s] the right at any time to change [its] [their] specified office[s] to some other specified office in the same city.

(2) Variation or Termination of Appointment. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [or the Calculation Agent] and to appoint another Fiscal Agent [or another Calculation Agent]. The Issuer shall at all times maintain a Fiscal Agent [and a Calculation Agent [if Calculation Agent is required to maintain a Specified Office in a Required Location insert: with a specified office located in [insert Required Location]]].

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with $\S~12$.

(3) Agent of the Issuer. The Fiscal Agent [and the Calculation Agent] act[s] solely as the agent[s] of the Issuer and [does] [do] not assume any obligations towards or relationship of agency or trust for any Holder.

If any Paying Agents are to be appointed insert: [(4) Paying Agents. The Fiscal Agent shall also act as the principal paying agent with respect to the Notes.

[If additional Paying Agents are to be appointed insert: The additional paying agent[s] (the "Paying Agent[s]") and [its] [their] respective initial specified offices shall be:

Paying Agent[s]: [insert Paying Agent(s) and specified office(s)]

Each Paying Agent reserves the right at any time to change its specified office to another specified office in the same city. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents. The Issuer shall at all times maintain a Paying Agent with a specified office in a European city and, so long as the Notes are listed on any stock exchange, a Paying Agent (which may be the Fiscal Agent) with a specified office in such place as may be required by the rules of such stock exchange. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12. Each Paying Agent acts solely as the agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for any Holder.]]

§ 7 TAXATION

In the case of Notes issued by IKB AG insert: [All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction at source by or on behalf of the Federal Republic of Germany [in the case of Notes being issued by IKB AG acting through its Luxembourg Branch insert: or Luxembourg] or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

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

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Noteholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany [in the case of Notes being issued by the Issuer acting through its Luxembourg Branch insert: or Luxembourg] and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany [in the case of Notes being issued by IKB AG acting through its Luxembourg Branch insert: or Luxembourg], or

In the case of Notes issued by IKB AG insert:

- [if no Additional Amounts shall be payable on account of any taxes or duties which are payable by reason of an international treaty insert:
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany [in the case of Notes issued by the Issuer acting through its Luxembourg Branch insert: or Luxembourg] or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or]
- [(d)] are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or, if this occurs later, is duly provided for and notice thereof is published in accordance with § 12.]

In the case of Notes issued by IKB FINANCE insert: [All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction at source by or on behalf of The Netherlands or, in the case of payments under the Guarantee, by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

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

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Noteholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer or, in the case of payments under the Guarantee, by the Guarantor from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or, in the case of payments under the Guarantee, the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes or the Guarantee are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or, in the case of payments under the Guarantee, from sources in or are secured in, the Federal Republic of Germany, or

[if no Additional Amounts shall be payable on account of any taxes or duties which are payable by reason of an international treaty insert:

- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which The Netherlands or, in the case of payments under the Guarantee, the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or]
- [(d)] are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or, if this occurs later, is duly provided for and notice thereof is published in accordance with § 12.]

§ 8 PRESENTATION PERIOD

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

In the case of Notes issued by IKB AG insert:

[§ 9 EVENTS OF DEFAULT

- (1) Events of default. Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount (as described in \S 5), together with accrued interest (if any) to the date of repayment, in the event that
- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) the Issuer announces its inability to meet its financial obligations or ceases its payments, or

- (d) a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or
- (e) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer, as the case may be, in connection with this issue, or
- (f) any governmental or administrative order, decree or enactment shall be made in or by the Federal Republic of Germany [in the case of Notes being issued by the Issuer acting through its Luxembourg Branch insert: or in or by Luxembourg] whereby the Issuer is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and this situation is not cured within 90 days.

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

(2) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 13(3)) or in other appropriate manner.]

In the case of Notes issued by IKB FINANCE insert:

[§ 9 EVENTS OF DEFAULT

- (1) Events of default. Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5), together with accrued interest (if any) to the date of repayment, in the event that
- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee referred to in § 2 which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) the Issuer or the Guarantor announces its inability to meet its financial obligations or ceases its payments, or
- (d) a court opens bankruptcy or other insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or the Issuer applies for a "surséance van betaling" (within the meaning of Statute of Bankruptcy of The Netherlands), or
- (e) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with this issue, or
- (f) any governmental or administrative order, decree or enactment shall be made in or by The Netherlands or in or by the Federal Republic of Germany whereby the Issuer or the Guarantor is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and in the terms and conditions of the Guarantee, respectively, and this situation is not cured within 90 days, or
- (g) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

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

(2) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 13(4)) or in other appropriate manner.]

§ 10 SUBSTITUTION

- (1) Substitution. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer [(i) in the case of Notes issued by IKB AG insert: any Affiliate (as defined below) of the Issuer] [(ii) in the case of Notes issued by IKB FINANCE insert: either the Guarantor or any Affiliate (as defined below) of the Guarantor] as principal debtor in respect of all obligations arising from or in connection with this issue (the "Substitute Debtor") provided that:
- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- [(d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of the guarantee of the Issuer dated July 30, 1999 in respect of Notes issued by IKB FINANCE under the Debt Issuance Programme; and]
- [(d) the Guarantor, if it is not itself the Substitute Debtor irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of the Guarantee; and]
- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

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

- (2) Notice. Notice of any such substitution shall be published in accordance with § 12.
- (3) Change of References. In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of Notes issued by IKB AG insert:

In the case of Notes issued by

IKB AG insert:

In the case of Notes issued by

IKB FINANCE insert:

- [(a) in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany [and Luxembourg] shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;
- (b) in $\S 9(1)(c)$ to (f) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

In the case of Notes issued by IKB FINANCE insert:

§ 11 FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the settlement date, interest commencement date and/or issue price) so as to form a single Series with the Notes.
- (2) *Purchases*. The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.
- (3) Cancellation. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 12 NOTICES

- (1) Publication. All notices concerning the Notes shall be published in a leading daily newspaper having general circulation in [Germany] [Luxembourg] [the United Kingdom] [specify other location]. [This] [These] newspaper[s] [is] [are] expected to be the [Börsen-Zeitung] [Luxemburger Wort] [Financial Times] [insert other applicable newspaper having general circulation]. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of the first such publication).
- (2) Notification to Clearing System. The Issuer may, in lieu of publication in the newspapers set forth in sub-section (1) above, deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders, provided that, so long as any Notes are listed on any stock exchange, the rules of such stock exchange permit such form of notice. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System. [In the case of Notes that are to be listed on the Luxembourg Stock Exchange, all notices concerning the Notes shall also be published as provided for in subsection (1) for publications in Luxembourg.]

$\S~13$ APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.
- [(3) Appointment of Authorized Agent. For any Proceedings before German courts, the Issuer appoints IKB Deutsche Industriebank Aktiengesellschaft, Wilhelm-Bötzkes-Straße 1, D-40474 Düsseldorf, as its authorized agent for service of process in Germany.]
- [(4)] Enforcement. Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

In the case of Notes issued by IKB FINANCE

§ 14 LANGUAGE

If the Conditions shall be in the German language with an English language translation insert: [These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.] [In the case of Notes that are to be listed on the Luxembourg Stock Exchange insert: The Issuer has satisfied itself that the English language translation of these Terms and Conditions accurately reflects the corresponding original version thereof and accepts responsibility accordingly.]

If the Conditions shall be in the English language with a German language translation insert: [These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

If the Conditions shall be in the English language only insert: [These Terms and Conditions are written in the English language only.]

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-professional investors in Germany with English language Conditions insert: [Eine deutsche Übersetzung der Emissionsbedingungen wird bei der IKB Deutsche Industriebank Aktiengesellschaft, Wilhelm-Bötzkes-Straße 1, D-40474 Düsseldorf, zur kostenlosen Ausgabe bereitgehalten.] [In the case of Notes that are to be listed on the Luxembourg Stock Exchange insert: The Luxembourg Stock Exchange has not reviewed or approved the German language translation and does not accept any responsibility with regard thereto.]

PART II – SUPPLEMENT TO THE BASIC TERMS

TERMS AND CONDITIONS OF NOTES IN REGISTERED FORM

The instructions given below refer to the Terms and Conditions of Notes in Bearer Form set out in PART I above. In the case of a registered Note, the Terms and Conditions set out in PART I above are modified in accordance with the instructions below, subject to all the terms of the applicable Pricing Supplement.

[§ 1 (CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS) to be replaced in its entirety by the following:

§ 1 CURRENCY, FORM, TRANSFERS, CERTAIN DEFINITIONS

- (1) Currency and Principal Amount. This registered Note (the "Note") of IKB Deutsche Industriebank Aktiengesellschaft (the "Issuer") [in the case of the Notes being issued by IKB AG acting through its Luxembourg Branch insert:, acting through its Luxembourg Branch, (the "Issuing Branch"),] is being issued in [insert Specified Currency] (the "Specified Currency") in the principal amount of [insert principal amount] (in words: [insert principal amount in words]).
- (2) *Form.* This Note is being issued in registered form and signed manually by two authorized signatories of the Issuer and authenticated by or on behalf of the Registrar.
- (3) Transfer.
- (a) The rights of the Holder evidenced by this Note and title to this Note itself pass by assignment and registration in the Register. Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Fiscal Agent and the Registrar shall deem and treat the registered holder of this Note as the absolute holder thereof and of the rights evidenced thereby.
- (b) The rights of the Holder evidenced by this Note and title to this Note itself may be transferred in whole or in part upon the surrender of this Note together with the form of assignment endorsed on it duly completed and executed, at the specified office of the Registrar. In the case of a transfer of part only of this Note, a new Note in respect of the balance not transferred will be issued to the transferor. Any transfer of part only of this Note is permitted only for a minimum principal amount of [insert Specified Currency and such Minimum Principal Amount] or an integral multiple thereof.
- (c) Each new Note to be issued upon transfer of this Note will, within seven business days (being, for the purposes of this subsection, a day other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Registrar) of delivery of this Note and the duly completed and executed form of assignment, be available for collection at the specified office of the Registrar or, at the request of the Holder making such delivery and as specified in the relevant form of assignment, be mailed at the risk of the Holder entitled to the new Note to such address as may be specified in the form of assignment.
- (d) Transfers will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment (or the giving of such indemnity as the Issuer or the Registrar may require in this respect) of any tax or other duties which may be imposed in relation to it.
- (e) The Holder may not require the transfer of this Note registered (i) during a period of 15 days ending on the due date for any payment of principal, (ii) during the period of 15 days prior to any date on which this Note may be redeemed at the option of the Issuer, or (iii) after this Note has been called for redemption in whole or in part.
- (4) Certain Definitions. For purposes of these Terms and Conditions:

"Holder" means the registered holder of this Note. Any reference herein to "Holders" in plural form shall constitute a reference to "Holder" in singular form.

"Register" means the register to be maintained by the Registrar in relation to this Note and any other registered Notes that may be issued under the Debt Issuance Programme.

(5) References to Notes. Any reference herein to "Note" or "this Note" includes, unless the context otherwise requires, any new Note that has been issued upon transfer of this Note or part thereof. Any reference herein to "Notes" or "these Notes" in plural form shall constitute a reference to "Note" or "this Note" in singular form. All grammatical and other changes required by the use of the word "Note" in singular form shall be deemed to have been made herein and the provisions hereof shall be applied as if such changes had been made.]

[§ 4 (PAYMENTS) to be replaced in its entirety by the following:

§ 4 PAYMENTS

- (1) *General.* Payment of principal and interest in respect of the Note shall be made on the respective due date therefor to the person shown on the Register as the Holder at the close of business on the fifteenth day before such due date (the "**Record Date**").
- (2) *Manner of Payment*. Subject to applicable fiscal and other laws and regulations, payment shall be made in [insert Specified Currency] [in the case of Dual Currency Notes insert relevant currencies/exchange rate formulas]

If the Specified Currency is not euro insert:

If the Specified Currency is euro insert: [by wire transfer to an account denominated in the Specified Currency maintained by the payee with a bank in the principal financial centre of the country of the Specified Currency notified to the Registrar no later than the Record Date.]

[by wire transfer to a euro account maintained by the payee with a bank in a principal financial centre of a country which has become a participating member state in the European Economic and Monetary Union, notified to the Registrar no later than the Record Date.]

- (3) Payment Business Days. If the date for payment of any sum due hereunder is not a day on which commercial banks are open for business in the principal financial centre of the country where the account of the payee is maintained in accordance with the foregoing, the Holder shall not be entitled to payment until the next following day on which such commercial banks are open for business nor to any interest or other sum in respect of such postponed payment.
- (4) References to Principal and Interest. References in these Terms and Conditions to principal in respect of the Note shall be deemed to include, as applicable: the Final Redemption Amount of the Note; the Early Redemption Amount of the Note; [if redeemable at the option of the Issuer for other than tax reasons insert: the Call Redemption Amount of the Note;] [if redeemable at the option of the Holder insert: the Put Redemption Amount of the Note;] and any premium and any other amounts which may be payable under or in respect of the Note. References in these Terms and Conditions to interest in respect of the Note shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

[§ 6 (THE FISCAL AGENT[,] [AND] [THE CALCULATION AGENT] [AND THE PAYING AGENTS]) to be replaced in its entirety by the following:

§ 6 THE FISCAL AGENT[,] [AND] THE REGISTRAR [AND THE CALCULATION AGENT]

(1) Appointment; Specified Offices. The initial Fiscal Agent [,] [and] Registrar [and the Calculation Agent] and their respective initial specified offices are:

Fiscal Agent: J.P. Morgan Chase

Trinity Tower

9 Thomas More Street GB-London E1 9YT

Registrar: The Fiscal Agent shall also be the Registrar, acting through the

office specified above.

[Calculation Agent:] [insert name and specified office]

The Fiscal Agent [,] [and] the Registrar [and the Calculation Agent] reserve the right at any time to change their respective offices to some other specified office in the same city.

- (2) Variation or Termination of Appointment. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [,] [and] the Registrar [or the Calculation Agent] and to appoint another Fiscal Agent [,] [and] Registrar [or Calculation Agent]. The Issuer shall at all times maintain a Fiscal Agent and Registrar [and a Calculation Agent]. The Fiscal Agent and the Registrar shall be the same person acting in both functions through the same specified office. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior written notice thereof shall have been given to the Holder in accordance with § 12.
- (3) Agents of the Issuer. The Fiscal Agent [,] [and] the Registrar [and the Calculation Agent] act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for the Holder.]
- [§ 8 (PRESENTATION PERIOD) to be replaced in its entirety by the following:

§ 8 PRESCRIPTION

The obligations of the Issuer to pay principal and interest in respect of the Note shall be prescribed (i) in respect of principal upon the expiry of 10 years following the respective due date for the payment of principal and (ii) in respect of interest upon the expiry of 4 years following the respective due date for the relevant payments of interest.]

[§ 11 (FURTHER ISSUES, PURCHASES AND CANCELLATION) to be replaced in its entirety by the following:

§ 11 REPLACEMENT OF NOTE

If the Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the applicant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced Note must be surrendered before a replacement will be issued.]

[§ 12 (NOTICES) to be replaced in its entirety by the following:

§ 12 NOTICES

Notices to the Holder may be given, and are valid if given, by post, telex or fax at the address, telex number or fax number of the Holder appearing in the Register.]

[In § 13 (APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT) "ENFORCE-MENT" shall be deleted in the heading and the provisions of subparagraph [(4)] - Enforcement - shall be deleted.]

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the relevant Issuer for its general financing purposes and, in the case of IKB FINANCE only, will be applied towards the purpose of on-lending to or investing in companies belonging to the same group of companies to which IKB FINANCE belongs.

FORM OF GUARANTEE (MUSTER DER GARANTIE)

GARANTIE

der

IKB Deutsche Industriebank Aktiengesellschaft, Düsseldorf und Berlin, Bundesrepublik Deutschland,

zugunsten der Gläubiger von Schuldverschreibungen (die "Schuldverschreibungen"),

die von der

IKB Finance B.V.

(einer mit beschränkter Haftung in den Niederlanden errichteten Gesellschaft)

im Rahmen des Debt Issuance Programme vom 30. Juli 1999 über zunächst EUR 5.000.000.000 (das "**Programm**")

(wie jeweils abgeändert, ergänzt oder neu gefaßt) begeben werden.

IM HINBLICK DARAUF, DASS:

- (A) Die IKB Finance B.V. ("**IKB FINANCE**") beabsichtigt, von Zeit zu Zeit Schuldverschreibungen im Rahmen des Programms zu begeben und
- (B) die IKB Deutsche Industriebank Aktiengesellschaft (die "**Garantin**") die ordnungsgemäße Zahlung von Kapital und Zinsen sowie von allen sonstigen Beträgen, die aufgrund der von der IKB FINANCE im Rahmen des Programms begebenen Schuldverschreibungen zu zahlen sind, garantieren möchte,

WIRD FOLGENDES VEREINBART:

- (1) (a) Die Garantin übernimmt gegenüber jedem Gläubiger (jeweils ein "Gläubiger") der Schuldverschreibungen (wobei dieser Begriff jede vorläufige oder Dauerglobalurkunde, die die Schuldverschreibungen verbrieft, einschließt), welche jetzt oder zu irgendeinem Zeitpunkt nach dem Datum dieser Garantie von IKB FINANCE im Rahmen des Programms begeben werden, die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße und pünktliche Zahlung der gemäß den Emissionsbedingungen (in der durch das anwendbare Konditionenblatt geänderten, ergänzten oder modifizierten Fassung) fälligen Kapital- und Zinsbeträge auf die Schuldverschreibungen sowie von allen sonstigen Beträgen, die gemäß den Emissionsbedingungen (in der durch das anwendbare Konditionenblatt geänderten, ergänzten oder modifizierten Fassung) auf Schuldverschreibungen zahlbar sind.
 - (b) Diese Garantie begründet eine unbedingte, unbesicherte und nicht nachrangige Verbindlichkeit der Garantin, die mit allen anderen jeweils bestehenden, nicht besicherten und nicht nachrangigen Verbindlichkeiten der Garantin gleichrangig ist.
 - (c) Sämtliche Zahlungen aufgrund dieser Garantie sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall hat die Garantin diejenigen zusätzlichen Beträge (die "zusätzlichen Beträge") zu zahlen, die erforderlich sind, damit die den Gläubigern aufgrund dieser Garantie zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären. Die Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht für solche Steuern und Abgaben, die:
 - (i) von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, daß die Garantin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
 - (ii) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen oder diese Garantie aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

- (iii) (wenn und soweit dies in den Emissionsbedingungen in der durch das anwendbare Konditionenblatt geänderten, ergänzten oder modifizierten Fassung vorgesehen ist) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (iv) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Emissionsbedingungen (in der durch das anwendbare Konditionenblatt geänderten, ergänzten oder modifizierten Form) wirksam wird.
- (d) Die Verpflichtungen der Garantin aus dieser Garantie (i) sind selbständig und unabhängig von den Verpflichtungen der IKB FINANCE aus den Schuldverschreibungen, (ii) bestehen unabhängig von der Rechtmäßigkeit, Gültigkeit, Verbindlichkeit oder Durchsetzbarkeit der Schuldverschreibungen und (iii) werden nicht durch Ereignisse, Bedingungen oder Umstände tatsächlicher oder rechtlicher Art berührt, außer durch die vollständige, endgültige und unwiderrufliche Erfüllung sämtlicher in den Schuldverschreibungen eingegangenen Zahlungsverpflichtungen.
- (e) Die Verpflichtungen der Garantin aus dieser Garantie erstrecken sich ohne weiteres auf die Verpflichtungen einer nicht mit der Garantin identischen Nachfolgeschuldnerin, die infolge einer Schuldnerersetzung gemäß den Emissionsbedingungen (in der durch das anwendbare Konditionenblatt geänderten, ergänzten oder modifizierten Fassung) in bezug auf die Schuldverschreibungen entstehen.
- (2) Diese Garantie und alle darin enthaltenen Vereinbarungen stellen einen Vertrag zugunsten der Gläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB dar. Sie begründen das Recht eines jeden Gläubigers, die Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen.
- (3) Die in dieser Garantie verwendeten und nicht anders definierten Begriffe haben die ihnen in den beigefügten Emissionsbedingungen zugewiesene Bedeutung.
- (4) Diese Garantie unterliegt deutschem Recht.
- (5) Diese Garantie ist in deutscher Sprache abgefaßt. Eine unverbindliche Übersetzung in die englische Sprache ist beigefügt.
- (6) Das Original dieser Garantieerklärung wird dem Fiscal Agent ausgehändigt und von diesem verwahrt. Im übrigen handelt der Fiscal Agent nicht als Treuhänder oder in einer ähnlichen Eigenschaft für die Gläubiger.
- (7) Erfüllungsort ist Düsseldorf.
- (8) Gerichtsstand für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit dieser Garantie ist Frankfurt am Main. Jeder Gläubiger kann seine Ansprüche jedoch auch vor jedem anderen zuständigen Gericht geltend machen.
- (9) Jeder Gläubiger kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine Rechte aus dieser Garantie auf der Grundlage einer von einer vertretungsberechtigten Person des Fiscal Agent beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

Düsseldorf, den 3. August 2001
IKB Deutsche Industriebank Aktiengesellschaft
Wir nehmen die Bedingungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Haftung an.
London, den 3. August 2001
The Chase Manhattan Bank, London

Form of Guarantee

of

IKB Deutsche Industriebank Aktiengesellschaft, Düsseldorf and Berlin, Federal Republic of Germany, for the benefit of the holders of Notes (the "**Notes**")

issued by

IKB Finance B.V.

(incorporated as a limited liability company under the laws of The Netherlands)

under the Debt Issuance Programme of July 30, 1999 in the initial amount of EUR 5,000,000,000 (the "**Programme**")

as amended, supplemented or restated from time to time.

WHEREAS:

- (A) IKB Finance B.V. ("IKB FINANCE") intends to issue Notes under the Programme from time to time and
- (B) IKB Deutsche Industriebank Aktiengesellschaft (the "Guarantor") wishes to guarantee the due payment of principal, interest and any other amounts payable in respect of any and all Notes that may be issued by IKB FINANCE under the Programme,

IT IS AGREED AS FOLLOWS:

- (1) (a) The Guarantor unconditionally and irrevocably guarantees to the holder of each Note (which expression shall include any Temporary Global Note or Permanent Global Note representing Notes) (each a "Holder") issued by IKB FINANCE now or at any time hereafter under the Programme, the due and punctual payment of the principal of, and interest on, the Notes, and any other amounts which may be payable under any Note, as and when the same shall become due, in accordance with the Terms and Conditions of the Notes, as amended, supplemented or varied by the applicable Pricing Supplement.
 - (b) This Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor outstanding from time to time.
 - (c) All payments under this Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction at source by or on behalf of the Federal Republic of Germany or any political subdivision thereof or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Guarantor shall pay such additional amounts as shall be necessary in order that the net amounts received by the Holders pursuant to this Guarantee, after such withholding or deduction, shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction. No such additional amounts shall be payable on account of any taxes or duties which:
 - (i) are payable by any person acting as custodian bank or collecting agent on behalf of a Noteholder, or otherwise in any manner which does not constitute a deduction or withholding by the Guarantor from payments of principal or interest made by it; or
 - (ii) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes or this Guarantee are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany; or
 - (iii) (if so provided in the Terms and Conditions of the Notes, as amended, supplemented or varied by the applicable Pricing Supplement) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal

- Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (iv) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or, if this occurs later, is duly provided for and notice thereof is published in accordance with the Terms and Conditions of the Notes, as amended, supplemented or varied by the applicable Pricing Supplement.
- (d) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of IKB FINANCE under the Notes, (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Notes, and (iii) shall not be affected by any event, condition or circumstance of whatever nature, whether factual or legal, save the full, definitive and irrevocable satisfaction of any and all payment obligations under the Notes.
- (e) The obligations of the Guarantor under this Guarantee shall, without any further act or thing being required to be done or to occur, extend to the obligations of any Substituted Debtor which is not the Guarantor arising in respect of any Note by virtue of a substitution pursuant to the Terms and Conditions of the Notes, as amended, supplemented or varied by the applicable Pricing Supplement.
- (2) This Guarantee and all undertakings contained herein constitute a contract for the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328(1) of the German Civil Code. They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor, and to enforce such obligations directly against the Guarantor.
- (3) Terms used in this Guarantee and not otherwise defined herein shall have the meaning attributed to them in the Terms and Conditions of the Notes, a copy of which is attached hereto.
- (4) This Guarantee shall be governed by, and construed in accordance with, German law.
- (5) This Guarantee is written in the German language and attached hereto is a non-binding English translation.
- (6) The original version of this Guarantee shall be delivered to, and kept by, the Fiscal Agent. Apart from this, the Fiscal Agent does not act in a fiduciary or in any other similar capacity for the Holders.
- (7) Place of performance shall be Düsseldorf.
- (8) The place of jurisdiction for all legal proceedings arising out of or in connection with this Guarantee shall be Frankfurt am Main. Each Holder may, however, also pursue his claims before any other court of competent jurisdiction.
- (9) On the basis of a copy of this Guarantee certified as being a true copy by a duly authorised officer of the Fiscal Agent, each Holder may protect and enforce in his own name his rights arising under this Guarantee in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for production of this Guarantee in such proceedings.

Düsseldorf, August 3, 2001

IKB Deutsche Industriebank Aktiengesellschaft

[signatures]

We accept the terms of the above Guarantee without recourse, warranty or liability.

London, August 3, 2001

The Chase Manhattan Bank, London

[signatures]

 $^{^{1}}$ An English language translation of § 328(1) German Civil Code would read as follows:

[&]quot;A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

FORM OF PRICING SUPPLEMENT (MUSTER-KONDITIONENBLATT)

[Date] *[Datum]*

Pricing Supplement Konditionenblatt

[Title of relevant Series of Notes]
[Bezeichnung der betreffenden Serie der Schuldverschreibungen]
issued pursuant to the
begeben aufgrund des

Euro 5,000,000,000 Debt Issuance Programme

> dated August 8, 2002 datiert 8. August 2002 of der

IKB Deutsche Industriebank Aktiengesellschaft

and *und*

IKB Finance B.V.

Issue Price: [] per cent.

Ausgabepreis: []%

Issue Date: []¹

Tag der Begebung: []

Series No.: []

Serien-Nr.: []

[This Pricing Supplement is issued to give details of an issue of Notes under the Euro 5,000,000,000,000 Debt Issuance Programme of IKB Deutsche Industriebank Aktiengesellschaft and IKB Finance B.V. (the "**Programme**") and is to be read in conjunction with the Terms and Conditions of the Notes (the "**Terms and Conditions**") set forth in the Information Memorandum pertaining to the Programme dated August 8, 2002. Capitalised terms not otherwise defined herein shall have the meanings specified in the Terms and Conditions.

Dieses Konditionenblatt enthält Angaben zur Emission von Schuldverschreibungen unter dem Euro 5.000.000.000 Debt Issuance Programm der IKB Deutsche Industriebank Aktiengesellschaft und der IKB Finance B.V. (das "**Programm**") und ist in Verbindung mit den Emissionsbedingungen der Schuldverschreibungen (die "**Emissionsbedingungen**") zu lesen, die in dem Information Memorandum über das Programm vom 8. August 2002 enthalten sind. Begriffe, die in den Emissionsbedingungen definiert sind, haben, falls das Konditionenblatt nicht etwas anderes bestimmt, die gleiche Bedeutung, wenn sie in diesem Konditionenblatt verwendet werden.

All references in this Pricing Supplement to numbered Articles and sections are to Articles and sections of the Terms and Conditions.

Bezugnahmen in diesem Konditionenblatt auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Emissionsbedingungen.

All provisions in the Terms and Conditions corresponding to items in this Pricing Supplement which are either not selected or completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes (the "Conditions").

Sämtliche Bestimmungen der Emissionsbedingungen, die sich auf Variablen dieses Konditionenblatts beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Emissionsbedingungen (die "Bedingungen") gestrichen.]²

¹ The Issue Date is the date of payment and settlement of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

² To be inserted in the case of Long-Form Conditions.

Im Fall von nicht-konsolidierten Bedingungen einzufügen.

[The Conditions applicable to the Notes (the "Conditions") and the German or English language translation thereof, if any, are attached to this Pricing Supplement and replace in full the Terms and Conditions of the Notes as set out in the Information Memorandum and take precedence over any conflicting provisions in this Pricing Supplement.

Die für die Schuldverschreibungen geltenden Bedingungen (die "Bedingungen") sowie eine etwaige deutschoder englischsprachige Übersetzung sind diesem Konditionenblatt beigefügt. Die Bedingungen ersetzen in Gänze die im Information Memorandum abgedruckten Emissionsbedingungen und gehen etwaigen abweichenden Bestimmungen dieses Konditionenblatts vor.]³

Issuer Emittentin		[IKB Deutsche Industriebank Aktiengesellschaf [IKB Finance B.V		
	ng Branch ⁴ tierende Zweigniederlassung			
	Luxembourg Luxemburg			
	of Conditions ⁵ der Bedingungen			
	Long-Form Nicht-konsolidierte Bedingungen			
	Integrated Konsolidierte Bedingungen			
_	uage of Conditions ⁶ che der Bedingungen			
	German only ausschließlich Deutsch			
	English only ausschließlich Englisch			
	English and German (English controlling) Englisch und Deutsch (englischer Text maßgeblich)			
	German and English (German controlling) Deutsch und Englisch (deutscher Text maßgeblich)			

Im Fall von konsolidierten Bedingungen einzufügen.

Nicht auszufüllen, soweit die IKB Finance B.V. die Emittentin ist oder soweit die IKB Deutsche Industriebank Aktiengesellschaft durch ihre Hauptniederlassung in Düsseldorf handelt.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, daß vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Inhaberschuldverschreibungen maßgeblich sein wird, die auf syndizierter Basis verkauft und vertrieben werden. Falls Inhaberschuldverschreibungen insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht berufsmäßige oder gewerbliche Investoren in der Bundesrepublik Deutschland verkauft werden, wird die deutsche Sprache maßgeblich sein. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht berufsmäßige oder gewerbliche Investoren die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptniederlassung der IKB Deutsche Industriebank Aktiengesellschaft in Düsseldorf erhältlich sein. Die auf Namensschuldverschreibungen anwendbaren Bedingungen werden, je nach Vereinbarung mit der Emittentin, deutsch- oder englischsprachig sein.

³ To be inserted in the case of Integrated Conditions.

⁴Not to be completed if IKB Finance B.V. is the Issuer or if IKB Deutsche Industriebank Aktiengesellschaft is acting through its head office in Düsseldorf.

To be determined in consultation with the Issuer. It is anticipated that Long-Form Conditions will generally be used for Notes in bearer form sold on a non-syndicated basis and which are not publicly offered. Integrated Conditions will generally be used for Notes in bearer form sold and distributed on a syndicated basis. Integrated Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be distributed, in whole or in part, to non-professional investors. It is further anticipated that Long-Form Conditions will generally be used for Notes in registered form. Die Form der Bedingungen ist in Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, daß nicht-konsolidierte Bedingungen für Inhaberschuldverschreibungen verwendet werden, die auf nicht syndizierter Basis verkauft und die nicht offentlich zum Verkauf angeboten werden. Konsolidierte Bedingungen werden in der Regel für Inhaberschuldverschreibungen verwendet, die auf syndizierter Basis verkauft und vertrieben werden. Konsolidierte Bedingungen sind erforderlich, wenn die Schuldverschreibungen insgesamt oder teilweise an nicht berufsmäßige oder gewerbliche Investoren verkauft werden. Es ist weiter vorgesehen, daß nicht-konsolidierte Bedingungen allgemein für Namensschuldverschreibungen verwendet werden.

⁶ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form sold and distributed on a syndicated basis, German will be the controlling language. In the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-professional investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-professional investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of IKB Deutsche Industriebank Aktiengesellschaft in Düsseldorf. The Conditions of Notes in registered form will be either in the German or in the English language, as may be agreed with the Issuer.

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1) WÄHRUNG, STÜCKELUNG, FORM, EINZELNE DEFINITIONEN (§ 1)

	ency and Denomination rung und Stückelung		
	Specified Currency* Festgelegte Währung	[]
	Aggregate Principal Amount Gesamtnennbetrag	[]
	Specified Denomination(s)** Festgelegte Stückelung/Stückelungen	[]
	Number of Notes to be issued in each Specified Denomination** Zahl der in jeder festgelegten Stückelung auszugebenden Schuldverschreibungen	[]
	er Notes/Registered Notes berschuldverschreibungen/Namensschuldverschreibungen		
	Bearer Notes Inhaberschuldverschreibungen		
	Registered Notes*** Namensschuldverschreibungen		
	Minimum Principal Amount for Transfers (specify) Mindestnennbetrag für Übertragungen (angeben)	[]
	TEFRA C** TEFRA C		
	Permanent Global Note Dauerglobalurkunde		
	TEFRA D** TEFRA D		
	Temporary Global Note exchangeable for Permanent Global Note Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde		
	Neither TEFRA D nor TEFRA C**** Weder TEFRA D noch TEFRA C		
	Permanent Global Note Dauerglobalurkunde		
	nin Definitions Elne Definitionen		
Cleari	ing System		
	Clearstream Banking AG		
	Euroclear Bank S.A./N.V.		
	Clearstream Banking, société anonyme		
	Other – specify		

* Consider insertion of a euro-redenomination provision if specified currency is Sterling or the currency of any other country likely to become a member state of European Economic and Monetary Union.

Wenn die festgelegte Währung Sterling oder die Währung eines anderen Staates ist, der voraussichtlich Teilnehmerstaat der Europäischen Wirtschafts- und Währungsunion wird, ist die Aufnahme einer Euro-Umstellungsklausel zu erwägen.

** Not to be completed for registered Notes.

Nicht auszufüllen für Namensschuldverschreibungen.

*** In the case of IKB AG only.

Nur im Fall der IKB AG.

Sonstige (angeben)

**** Not to be completed for registered Notes. Applicable only if Notes have an initial maturity of one year or less.

Nicht auszufüllen für Namensschuldverschreibungen. Nur anwendbar bei Schuldverschreibungen mit einer ursprünglichen Laufzeit von einem Jahr oder weniger.

lation <i>A</i> hnungs:		s/No] <i>Nein]</i>
	Agent ionsstelle	
	r (specify) [ige (angeben)]
REST (§		
	Rate Notes erzinsliche Schuldverschreibungen	
	of Interest and Interest Payment Dates atz und Zinszahlungstage	
Rate o	of Interest [] per cent. per ar	
	est Commencement Date [nsungsbeginn []
	Interest Date(s) Instermin(e)]
	Interest Payment Date [Zinszahlungstag]
	Broken Amount(s) (for each Specified Denomination) [gliche(r) Bruchteilzinsbetrag(-beträge) (für jede festgelegte Stückelung)]
	Interest Date preceding the Maturity Date Instermin, der dem Fälligkeitstag vorangeht]
	Broken Amount(s) (for each Specified Denomination) [Iließende(r) Bruchteilzinsbetrag(-beträge) (für jede festgelegte Stückelung)]
	mination $Date(s)^{\scriptscriptstyle 7}$ [] in each ellungstermin(e) [] in jedem	
	ing Rate Notes abel verzinsliche Schuldverschreibungen	
	est Payment Dates vahlungstage	
	est Commencement Date [nsungsbeginn []
	fied Interest Payment Dates [Pelegte Zinszahlungstage]
-	fied Interest Period(s) [] [weeks/months/other – speciety Zinsperiode(n)	
	ness Day Convention häftstagskonvention	
	Modified Following Business Day Convention Modifizierte-Folgender-Geschäftstag-Konvention	
	FRN Convention (specify period(s)) [] [months/other - specify period(s)] FRN-Konvention (Zeitraum angeben) [] [Monate/andere - angeben]	
	Following Business Day Convention Folgender-Geschäftstag-Konvention	
	Preceding Business Day Convention Vorhergegangener-Geschäftstag-Konvention	

Insert regular interest dates ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. Only relevant where the Specified Currency is euro and the Day Count Fraction is Actual/Actual (ISMA). Einzusetzen sind die festen Zinstermine, wobei im Falle eines langen oder kurzen ersten oder letzten Koupons der Tag der Begebung bzw. der Fälligkeitstag nicht zu berücksichtigen sind. N.B. Nur einschlägig, falls die festgelegte Währung Euro ist und der Zinstagequotient Actual/Actual (ISMA) anwendbar ist.

		nancial Centres Finanzzentren		[]
Rate Zins	of Inte satz	erest			
		en Rate Determination chirmfeststellung			
		LIBOR (11.00 a.m. London time/London Business Day/ London Interbank Market) LIBOR (11.00 Londoner Ortszeit/Londoner Geschäftstag/ Londoner Interbankenmarkt)			
		Screen page Bildschirmseite		[]
		EURIBOR (11.00 a.m. Brussels time/TARGET Business Day/ Euro Interbank Market) EURIBOR (11.00 Brüsseler Ortszeit/TARGET-Geschäftstag/ Euro-Interbankenmarkt)			
		Screen page Bildschirmseite		[]
		Screen page Bildschirmseite		[]
		Other (specify) Sonstige (angeben)		[]
		Screen page Bildschirmseite		[]
Marg <i>Mar</i> g]] per cent. per [] % per		
	plus <i>plus</i>				
	minu minu				
		termination Date ungstag			
		nd Business Day prior to Commencement of Interest Period ter Geschäftstag vor Beginn der jeweiligen Zinsperiode			
		day of each Interest Period r Tag der jeweiligen Zinsperiode			
		r (specify) tige (angeben)		[]
		Banks (if other than as specified in § 3(2)) (specify) anken (sofern abweichend von § 3 Absatz 2) (angeben)		[]
	(incl fall-b Ando (Einz	or Method of Determination/Indexation (insert details uding Margin, Interest Determination Date, Reference Banks, back provisions)) ere Methoden der Bestimmung/Indexierung selheiten angeben (einschließlich Zinsfestlegungstag, ge, Referenzbanken, Ausweichungsbestimmungen))]]

^{*} ISDA Determination should only be applied in the case of Notes permanently represented by a Global Note because the ISDA Agreement and the ISDA Definitions have to be attached to the relevant Notes.

ISDA-Feststellung sollte nur dann gewählt werden, wenn die betreffenden Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden, weil das ISDA Agreement und die ISDA Definitions den Schuldverschreibungen beizufügen sind.

	mum and Maximum Rate of Interest lest- und Höchstzinssatz				
	Minimum Rate of Interest Mindestzinssatz	[] per cent. [] %	per ani	
	Maximum Rate of Interest Höchstzinssatz	[] per cent. [] %	per ani	
	Zero Coupon Notes Nullkupon-Schuldverschreibungen				
	Accrual of Interest Auflaufende Zinsen				
	Amortisation Yield Emissionsrendite]] per cent. [] %	per ani	
	Count Fraction* tagequotient				
	Actual/Actual (ISMA)				
	Actual/Actual				
	☐ Insert other relevant Actual/Actual Methodology pursuant to ISM Andere relevante Actual/Actual-Methode nach ISMA einfügen	ΛA]]
	Actual/Actual (Actual/365)				
	Actual/365 (Fixed)				
	Actual/360				
	30/360 or 360/360 (Bond Basis)				
	30E/360 (Eurobond Basis)				
	MENTS (§ 4) LUNGEN (§ 4)				
	Currency Notes pelwährungs-Schuldverschreibungen				
relev <i>Releu</i>	vant Currencies for payments of Principal and/or Interest and any ant exchange rate formulas (specify all) vante Währungen für Zahlungen auf Kapital und/oder Zinsen und alle anten Wechselkursformeln (alle angeben)]]
	nent Business Day ungstag				
	vant Financial Centre(s) (specify all) vante Finanzzentren (alle angeben)			[]
	EMPTION (§ 5) KZAHLUNG (§ 5)				
	Redemption zahlung bei Endfälligkeit				
	Maturity Date Fälligkeitstag			[]
	Redemption Month Rückzahlungsmonat]]
	Redemption Amount zahlungsbetrag				
	Principal Amount (for each Specified Denomination) Nennbetrag (für jede festgelegte Stückelung)				
	Final Redemption Amount (for each Specified Denomination) Rückzahlungsbetrag (für jede festgelegte Stückelung)]]
* Con	nplete for all Notes				

Für alle Schuldverschreibungen ausfüllen.

	Index-Linked Redemption Amount (specify index and/or formula by reference to which the Final Redemption Amount is to be calculated) Indexierter Rückzahlungsbetrag (Index und/oder Formel, auf dessen/deren Grundlage der Rückzahlungsbetrag zu berechnen ist, angeben)		l	J
•	Redemption citige Rückzahlung			
	Redemption at the Option of the Issuer citige Rückzahlung nach Wahl der Emittentin		[Yes, [Ja/N	_
	Minimum Redemption Amount Mindestrückzahlungsbetrag		[]
	Higher Redemption Amount Höherer Rückzahlungsbetrag		[]
	Call Redemption Date(s) Wahlrückzahlungstag(e) (Call)		[]
	Call Redemption Amount(s) Wahlrückzahlungsbetrag/-beträge (Call)		[]
	Minimum Notice to Holders Mindestkündigungsfrist		[]
	Maximum Notice to Holders Höchstkündigungsfrist		[]
	Redemption at the Option of a Holder citige Rückzahlung nach Wahl des Gläubigers		[Yes, [Ja/N	_
	Put Redemption Date(s) Wahlrückzahlungstag(e) (Put)		[]
	Put Redemption Amount(s) Wahlrückzahlungsbetrag/-beträge (Put)		[]
	Minimum Notice to Issuer Mindestkündigungsfrist	[<i>[</i>	_	days <i>Tage</i>
	Maximum Notice to Issuer (never more than 60 days) Höchstkündigungsfrist (nie mehr als 60 Tage)	[<i>[</i>		days <i>Tage</i>
-	Redemption Amount eitiger Rückzahlungsbetrag			
	Zero Coupon Notes: Nullkupon-Schuldverschreibungen:			
	Reference Price Referenzpreis		[]
	FISCAL AGENT[,] [AND] [THE CALCULATION AGENT] [AND THE PAYING AGENTS] (§ 6) FISCAL AGENT[,] [UND] [DIE BERECHNUNGSSTELLE] [UND DIE ZAHLSTELLEN] (§ 6)			
	Calculation Agent/Specified Office* Berechnungsstelle/Bezeichnete Geschäftsstelle		[]
	Required Location of Calculation Agent (specify) Vorgeschriebener Ort für Berechnungsstelle (angeben)		[]
	☐ Paying Agents Zahlstellen			
	Additional Paying Agent(s)/Specified Office(s) Zahlstelle(n)/Bezeichnete Geschäftsstelle(n)		[]

^{*} Not to be completed if Fiscal Agent is to be appointed as Calculation Agent.

Nicht auszufüllen, falls Fiscal Agent als Berechnungsstelle bestellt werden soll.

TAXATION (§ 7) STEUERN (§ 7)			
	No Additional Amounts payable on account of taxes or duties payable by reason of an international treaty Keine zusätzlichen Beträge zahlbar für Steuern und Abgaben, die aufgrund eines internationalen Vertrages erhoben werden		
	ICES (§ [12])** TEILUNGEN (§ [12])		
	e and Medium of Publication and Medium der Bekanntmachung		
	United Kingdom (Financial Times) Vereinigtes Königreich (Financial Times)		
	Luxembourg (Luxemburger Wort) Luxemburg (Luxemburger Wort)		
	Germany (Börsen-Zeitung) Deutschland (Börsen-Zeitung)		
	Other (specify) Sonstige (angeben)]]
	ERAL PROVISIONS APPLICABLE TO THE NOTE(S) GEMEINE BESTIMMUNGEN HINSICHTLICH DER SCHULDVERSCHREIBUNG(EN)		
Listir <i>Börs</i>	ng(s) enzulassung(en)	[Yes/N <i>[Ja/Nei</i>	-
	Luxembourg	•	•
	Other (insert details) Sonstige (Einzelheiten einfügen)]]
	od of Distribution riebsmethode		
	Non-syndicated Nicht syndiziert		
	Syndicated Syndiziert		
	agement Details elheiten bezüglich des Bankenkonsortiums		
	agement Group or Dealer (specify) venkonsortium oder Dealer (angeben)	[]
	missions isionen		
	agement/Underwriting Commission (specify) agement- und Übernahmeprovision (angeben)	[]
	ng Concession (specify) aufsprovision (angeben)	[]
	ng Commission (specify) enzulassungsprovision (angeben)	[]
	r (specify) tige (angeben)	[]
	ilising Dealer/Manager [inse stabilisierender Dealer/Manager [Einzelheiten e	ert details/Non einfügen/Keine	

^{**} Not to be completed for registered Notes.

Nicht auszufüllen für Namensschuldverschreibungen.

Wert	papierkennnummern		
	Common Code Common Code]]
	ISIN ISIN]]
	German Securities Code Wertpapierkennummer (WKN)]]
	Any other securities number Sonstige Wertpapiernummer]]
	lemental Tax Disclosure (specify)* tzliche Steueroffenlegung (einfügen)]]
	ng Restrictions aufsbeschränkungen		
	TEFRA C TEFRA C		
	TEFRA D TEFRA D		
	Neither TEFRA C nor TEFRA D Weder TEFRA C noch TEFRA D		
	ional Selling Restrictions (specify) zliche Verkaufsbeschränkungen (angeben)]]
Ratin <i>Ratin</i>	0]]
	overning law Germ nwendbares Recht Deutsche		
Other Relevant Terms and Conditions (specify) Andere relevante Bestimmungen (einfügen)]]

Securities Identification Numbers

^{*} Supplemental tax disclosure should be provided if the Notes would be classified as financial innovations (*Finanz-innovationen*) under German tax law.

Zusätzliche Angaben zur steuerlichen Situation sollten erfolgen, wenn die Schuldverschreibungen nach deutschem Steuerrecht als Finanzinnovationen eingeordnet würden.

[Listing:*

[Börsenzulassung:

The above Pricing Supplement comprises the details required to list this issue of Notes pursuant to the Euro 5,000,000,000 Debt Issuance Programme of IKB Deutsche Industriebank Aktiengesellschaft and IKB Finance B.V. (as from [insert Settlement Date for the Notes]).

Das vorstehende Konditionenblatt enthält die Angaben, die für die Zulassung dieser Emission von Schuldverschreibungen gemäß des Euro 5.000.000.000,— Debt Issuance Programme der IKB Deutsche Industriebank Aktiengesellschaft und der IKB Finance B.V. (ab dem [Tag der Begebung der Schuldverschreibungen einfügen]) erforderlich sind.

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Die Emittentin übernimmt die Verantwortung für die in diesem Konditionenblatt enthaltenen Informationen.

J.P. Morgan Chase, London
(as Fiscal Agent) (als Fiscal Agent)
[IKB Deutsche Industriebank Aktiengesellschaft
(as Issuer) (als Emittentin)]
[IKB Deutsche Industriebank Aktiengesellschaft Luxembourg Branch
(as Issuer) (als Emittentin)]
[IKB Finance B.V.
(as Issuer) (als Emittentin)]

[In the case of Notes issued through IKB Deutsche Industriebank Aktiengesellschaft Luxembourg Branch insert:

Im Falle von Schuldverschreibungen, die über die IKB Deutsche Industriebank Aktiengesellschaft Filiale Luxemburg begeben werden, einfügen:

The Issuer expressly confirms its agreement with § 13(2) of the Terms and Conditions for the purposes of article 63.2 of EC Regulation n. 44/2001 of December 22, 2000 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters.

Die Emittentin bestätigt ausdrücklich ihr Einverständnis mit § 13(2) der Emissionsbedingungen für Zwecke des Artikel 63.2 der EU-Regulation n. 44/2001 vom 22. Dezember 2000 über die gerichtliche Zuständigkeit und die Vollstreckung gerichtlicher Entscheidungen in Zivil- und Handelssachen.

IKB Deutsche Industriebank Aktiengesellschaft Luxembourg Branch		
(as Issuer) (als Emittentin)]]		

^{*} Include only in the version of the Pricing Supplement which is submitted to the relevant stock exchange in the case of Notes to be listed on such stock exchange.

Nur in derjenigen Fassung des Konditionenblattes einzufügen, die der betreffenden Börse, bei der die Schuldverschreibungen zugelassen werden sollen, vorgelegt wird.

Incorporation, Seat and Objects

IKB AG (from time to time referred to hereinafter as the "Bank" and, together with its consolidated subsidiaries, the "IKB Group") is a private German bank. Its activities date back to September 30, 1924 when IKB AG was first incorporated in Berlin as Bank für deutsche Industrieobligationen ("BAFIO") to manage the reparation payments owed by German companies pursuant to the Treaty of Versailles. In 1931, IKB AG moved on to provide trade and long-term fixed rate investment financing, initially to the agricultural sector and later to medium sized companies. Although a private bank, IKB AG performs important functions as leading arranger of public programme loans funded by government promotion agencies. On March 29, 1949 IKB AG was incorporated in Düsseldorf and is registered today in Düsseldorf and Berlin for an indefinite period of time as a stock corporation under the laws of the Federal Republic of Germany ("Germany"). IKB AG is registered in the commercial registers of the local court of Düsseldorf under no. HRB 1130 and of the local court of Berlin-Charlottenburg under no. HRB 8860.

IKB AG has its registered offices at Wilhelm-Bötzkes-Strasse 1, D-40474 Düsseldorf, and at Bismarckstraße 105, D-10625 Berlin.

In accordance with its Articles of Association (*Satzung*), IKB AG engages in the promotion of industry and commerce, in particular by the provision of medium and long-term loans, equity and real estate finance and structured finance to medium-sized businesses. Leasing services are also provided. Within this framework, IKB AG primarily targets companies (usually family-owned) with an annual turnover of between EUR 10 million and EUR 500 million, i.e. the so-called German *Mittelstand*.

Branches, Subsidiaries and Major Shareholdings

IKB Group's business is conducted primarily in Germany but also includes activities abroad. Apart from its operations in Düsseldorf and Berlin, IKB AG maintains branches in Frankfurt am Main, Hamburg, Leipzig, Munich, Stuttgart and in Luxembourg. IKB AG further maintains branches in London and Paris and a representative office in Hong Kong.

The Bank has a banking subsidiary in Luxembourg (IKB International S.A.) and finance subsidiaries in New York, Paris and Amsterdam (IKB Capital Corporation, IKB Financière France S.A. and IKB Finance B.V.) (See "IKB FINANCE"). Through its consolidated subsidiary IKB Private Equity GmbH, Düsseldorf, the Bank provides private equity and mezzanine instruments to medium- and small-sized companies, to the latter generally in co-operation with *Kreditanstalt für Wiederaufbau*. The consolidated subsidiaries of IKB further include IKB Immobilien Leasing GmbH, Düsseldorf, a property leasing company, IKB Leasing GmbH, Hamburg, and IKB Leasing Berlin GmbH, Erkner, which concentrate on equipment and machinery leasing, ILF Immobilien-Leasing-Fonds Verwaltung GmbH & Co. Objekt Uerdinger Strasse KG, Düsseldorf, MORSUS Immobilien GmbH & Co. Objekt Wilhelm-Bötzkes-Strasse KG, Düsseldorf and AIVG Allgemeine Verwaltungsgesellschaft mbH, Düsseldorf. In accordance with German law and generally accepted accounting principles, the Bank does not consolidate a number of its subsidiaries.

Share Capital and Ownership

The issued and fully paid share capital of IKB AG presently amounts to EUR 225,280,000.— divided into 88 million bearer shares of no par value (*Stückaktien*), each of which confers one vote. Pursuant to the Bank's Articles of Association, the Board of Directors (*Vorstand*), with the approval of the Supervisory Board (*Aufsichtsrat*), is authorized to increase the share capital by up to EUR 76,693,782.18 until September 5, 2002. In addition, the shareholders of the Bank voted at the Annual General Meeting on September 3, 1999 to increase the conditional capital of the Bank, the aggregate amount of such conditional capital depending upon the exercise of conversion or option rights. This increase resulted in the conditional capital amounting to up to EUR 22,528,000 divided into up to 8,800,000 shares. This increase is relevant only for conversion or option rights issued by the Bank prior to September 3, 2004. These shareholder resolutions took effect upon entry in the commercial register, which was undertaken with the registrations referred to above.

In addition, as of March 31, 2002, IKB AG had outstanding EUR 623.8 million fully paid non-voting profit participation certificates (*Genussscheine*). Profit participation certificates are issued in bearer form and participate in profits and losses of IKB AG.

After purchasing a 34.1% stake in IKB Kreditanstalt für Wiederaufbau (KfW), the public-owned German promotional bank, is now the largest single shareholder. Other major shareholders currently include the German Trust for Industry Research (*Stiftung Industrieforschung*) (11.66%). The remaining shares are widely distributed among institutional and private shareholders.

The shares of the Bank have been admitted for trading and official quotation on the stock exchanges of Berlin, Düsseldorf, Frankfurt am Main, Hamburg, Munich and Stuttgart and through the XETRA-Trading-System.

Supervision

In common with all other enterprises that are engaged in one or more of the financial activities defined in the German Banking Act (*Gesetz über das Kreditwesen, KWG*) as "banking business", IKB is subject to the licensing requirements and other provisions of the KWG. Notably, IKB is subject to supervision by the German Federal Agency for Financial Services Supervision (*Bundesanstalt für Finanzdienstleistungs-aufsicht*). Such supervision is carried out in close co-operation with the German central bank (Deutsche Bundesbank) and ensures that IKB conducts its business in accordance with the provisions of the KWG and other applicable German laws and requirements.

Capital Adequacy

German capital adequacy rules provide for capital adequacy requirements dealing with counterparty risk and market risk. In relation to the former, each bank must maintain a ratio (its "solvency" ratio) of regulatory banking capital to risk-adjusted assets of at least eight per cent. The risk-adjusted assets of a bank (the sum of which is the denominator of the solvency ratio) is computed as follows: Assets are assigned to one of five basic categories of relative credit risk (0%, 10%, 20%, 50% and 100%) depending on the debtor or the type of collateral, if any, securing the respective assets. The balance sheet value of each asset item is multiplied by the percentage weight applicable to its risk category to arrive at the risk-adjusted value. Off-balance sheet items, such as financial guarantees, letters of credit, swaps and other financial derivatives, are subject to a two-tier adjustment. First their value (in the case of guarantees and letters of credit, their amount, and in each case of swaps and other derivatives, their value computed on a market or time basis) is adjusted according to their risk classification (20%, 50% and 100%) depending on the type of instrument. Then the off-balance sheet items are assigned, like balance sheet assets, to the credit risk categories depending on the type of the counterparty or the debtor or the type of collateral, if any, securing the respective assets and multiplied by the applicable percentage weight.

The market risk positions of a bank are comprised of (i) its foreign exchange position; (ii) its commodities position; (iii) its trading book positions, including some positions involving counterparty risk, as well as interest rate and equity market risk; and (iv) its options transactions position. The market risk positions are net positions, risk-adjusted in accordance with detailed rules. As of the close of each business day, the sum of the net risk-adjusted market risk positions of a bank must not exceed the sum of (i) the difference between its regulatory banking capital and 8% of its aggregate amount of risk-adjusted risk assets and (ii) its Tier 3 capital. ("Tier 3 capital" consists of (i) net profits, i.e., the proportionate profit of a bank which would result from closing all trading book positions at the end of given day, less (a) all foreseeable expenses and distributions and (b) losses arising from the banking book which are likely to arise upon a liquidation of the bank and (ii) short-term subordinated debt meeting certain requirements.)

Fiscal Year

The fiscal year of IKB AG runs from April 1 of each year to March 31 of the following year.

Business Activities

The IKB Group offers a selected range of commercial and investment banking services to its customers with the specific exception of deposit taking. The Bank has reorganised its business activities in five divisions:

- Corporate Lending
- Structured Finance
- Equity Finance
- Real Estate Finance
- Treasury

Corporate Lending

The Bank's core competence is the extension of medium and long-term loans to a diverse range of companies in all industry sectors with an annual turnover of between EUR 10 million and EUR 500 million (typically independent and individually or family-owned and managed), i.e. the so-called German *Mittelstand*. The *Mittelstand* represents the backbone of the German economy and includes a number of

world market leaders in specialist niche products, with export ratios of up to 80%. Loans are generally extended at fixed interest rates with maturities of up to 10 years. About 90% of the Bank's lending is secured by collateral, usually mortgages on land and buildings and/or the transfer of equipment for security purposes.

The IKB Group offers advisory and consultancy services to its customers, in particular in the areas of structuring investments and identifying relevant public programme loans funded by *Kreditanstalt für Wiederaufbau*, *Deutsche Ausgleichsbank*, *Bayerische Landesanstalt für Aufbaufinanzierung* and *European Investment Bank* and others through instrumentalities serving public policy objectives. IKB AG matches such subsidised public programme loans with its own debt financing products in order to offer tailormade financing solutions for its customers. Furthermore, in March 2002, the Bank agreed on a EUR 500 million global loan with KfW for financing medium-sized companies. The global loan can be drawn on for individual loans which are not bound by a uniform margin but instead are risk-adjusted in accordance with the credit worthiness of the customer.

As at March 31, 2002, about 88% of the IKB Group's lending was domestic. Lending was split between over 8,146 customers with an average loan size of EUR 3.13 million.

The following table sets forth the structure of the Corporate Lending division's disbursement by sector for the financial years 2000/2001 and 2001/2002 at the respective balance sheet date, March 31.

Disbursements of the Corporate Lending Division by Sectors

Sectors	Disburse- ments 2000/2001	Disburse- ments 2001/2002	
	(Data	nta in %)	
Producing Industry	73.4	71.1	
Basic and producer goods industries	24.3	27.0	
Capital goods industries	33.8	26.6	
Consumer goods industries	15.4	17.5	
Services	17.1	19.7	
Distributive trades	9.5	9.2	
Total	100.0	100.0	

Structured Finance

The structured finance division covers domestic project finance as well as all international activities, i.e. international investment finance, Hermes-covered export finance, international project finance and participation in syndicated loans at international financial centres (London, Paris, New York).

Equity Finance

The equity finance division comprises acquisition finance as well as the provision of senior loans, mezzanine and equity capital to established companies. Moreover the Bank finances innovative technology-oriented companies, especially in the sectors of biotechnology, telecommunications and data processing.

Real Estate Finance

The real estate finance division contains cash-flow oriented long-term financing of commercial property, closed-end real estate funds or structured projects by means of loans; leasing is also available. Moreover IKB provides consulting services as well as assistance in realizing real estate projects.

Treasury

The treasury division comprises the areas of funding and liquidity management, fixed income, asset and liability management of the loan portfolio and proprietary trading. The Bank started to outplace risks emanating from loans to its customers with a pilot transaction based on a reference portfolio of syndicated US loans in the financial year 1999/2000. Following up this project a securitised transaction with a volume of EUR 2.5 billion was executed and concluded in the financial year 2000/2001 and a securitised transaction with a volume of EUR 3.6 billion was executed and concluded in the financial year 2001/2002. In co-operation with Kreditanstalt für Wiederaufbau (KfW) the Bank made use for the second time of KfW's framework programme "PROMISE" in order to outplace on a portfolio basis risks relating to public promotional loans which IKB has extended to medium-sized companies.

Risk management fully complies with the requirements relevant. The fixed income portfolio is permanently evaluated on a mark to market basis. Risk is also measured by using a value-at-risk approach.

Funding and Liquidity Management

In accordance with its Articles of Association, IKB AG does not take deposits. IKB AG funds its activities primarily through the issuance of medium and long-term bearer bonds, the granting of loans evidenced by transferable certificates of indebtedness (*Schuldscheindarlehen*) and borrowings from other banks, in part in combination with interest rate and/or exchange rate hedging via long-term swaps with top-rated German and foreign banks. The core of interbank funding is provided to IKB AG on a loan by loan basis by instrumentalities serving public policy objectives such as *Kreditanstalt für Wiederaufbau*, *Deutsche Ausgleichsbank*, *Bayerische Landesanstalt für Aufbaufinanzierung* and *European Investment Bank* under their respective programmes. The funds thus received by IKB AG are at preferential rates and are on-lent to its customers within the framework of such programmes.

Fixed Income

Fixed income management focuses on the stabilisation of interest surplus emanating from the position of the liquidity book as well as on the long term creation of evaluation reserves.

Generally the Bank invests in top rated bonds, especially in floating rate notes, which with the use of swaps are being transformed into fixed interest rates. In addition various optional elements are embedded for further improvement of interest rate cash flows.

Asset and Liability Management of the Loan Book

It is the Bank's policy to match assets and liabilities to a fairly high degree. The funds borrowed from government promotion agencies are automatically matched with the loans provided to the customers. Loans funded in the capital markets are steered accordingly. The mismatch limits in place are limited.

Foreign currency exposure emanating from international loan business are hedged to a large extent.

Proprietary Trading

The Bank is active in interest rate and stock market trading. Although proprietary trading is not of strategic relevance to the Bank's earnings, it is run as a profit centre and has produced stable profits over the years.

Risk is monitored online on a mark to market basis. A value at risk approach is also applied.

Certain Subsidiaries

IKB Private Equity GmbH, 100% owned by the Bank and IKB Venture Capital GmbH, 100% owned by IKB Private Equity GmbH, both with registered offices at Wilhelm-Bötzkes-Strasse 1, D-40474 Düsseldorf, are active in providing senior loans, mezzanine and equity capital to established companies as well as in financing innovative technology-oriented companies with silent participations or subordinated capital (especially in the sectors of telecommunications and data processing). At the balance sheet date (March 31, 2002) IKB Private Equity GmbH and its subsidiary IKB Venture Capital GmbH, were fully consolidated for the first time, and the previous year's figures adjusted accordingly.

IKB Leasing GmbH, with its registered office at Heidenkampsweg 79, D-20097 Hamburg, and *IKB Leasing Berlin GmbH*, with its registered office at Friedrichstr. 1–3, 15537 Erkner, both 100% owned by the Bank, focus on equipment leasing operations; their leasing portfolios being dominated by printing machines, machine tools, injection molding machines, processing centers and industrial lorries and cars.

IKB Immobilien Leasing GmbH, with its registered office at Uerdinger Strasse 90, D-40474 Düsseldorf, 100% owned by the Bank, is active in real estate leasing. Operations focus primarily on production facilities, office buildings and commercial property. Real estate and large-scale plant leasing funds are launched by IKB Fonds GmbH.

IKB Capital Corporation, with its registered office at 555 Madison Avenue, New York, NY 10022, USA, 100% owned by the Bank is active in the New York market for leveraged financing and participates in large-scale transactions either as co-underwriter or participant.

Credit Policies and Procedures

IKB AG has established detailed credit policies and lending guidelines applicable to all of the Bank's financing activities. The entire loan approval process is supported by sophisticated IT-systems. The Bank uses a scoring system, which incorporates quantitative and qualitative information derived from the Bank's thorough knowledge of its core customer group, which has proven accurate over a number of years.

The Bank has a sophisticated monitoring system for following the loans from the application process through to repayment, which allows for continuous oversight of individual loans and the identification of potential problem loans by a number of key indicators, extracted from an extensive database.

Problem and Non-Performing Loans

Problem and non-performing loans are tracked in a standardized process with automated procedures by a centralised loan recovery department. They are subject to timely provisioning at a conservative and prudent level. Recoveries from collateral have historically been good. A somewhat different procedure is followed for syndicated loans.

Employees and Labor Relations

At March 31, 2002, the Bank's total number of employees in the group was 1,429. Of these, 569 were assigned to market units and 429 to headquarter departments. 431 employees worked for subsidiaries.

Management considers relations with its employees to be good. There has been no material disruption of work as a result of labor unrest in recent years.

Management

Supervisory Board and Board of Directors

Like all German stock corporations, the Bank has a two-tier board system. The Board of Directors (*Vorstand*) is responsible for the management of the Bank and the representation of the Bank with respect to third parties, while the Supervisory Board (*Aufsichtsrat*) appoints and removes the members of the Board of Directors and supervises the activities of the Board of Directors. The Supervisory Board may not make management decisions, but under the Articles of Association (*Satzung*) of the Bank, the Board of Directors must obtain the approval of the Supervisory Board for certain actions. In addition, the Bank maintains an Advisory Board which is appointed by the Board of Directors with consent of the Supervisory Board to enhance contacts with industry and commerce. The members of the Advisory Board assist the Bank's Management by providing consultancy support.

In accordance with the German Works Constitution Act of 1952 (*Betriebsverfassungsgesetz 1952*), two thirds of the Bank's Supervisory Board consist of representatives elected by the shareholders and one third consists of representatives elected by the employees. Members are elected for three-year terms, and re-election is possible. The members of the Supervisory Board elect the chairman and the deputy chairman of the Supervisory Board. The chairman, who is typically a representative of the shareholders, has the deciding vote in the event of a deadlock.

The current composition of the Supervisory Board and the Board of Directors of IKB AG is as follows:

Supervisory Board

Dr. h.c. Ulrich Hartmann Düsseldorf

Chairman of the Board of Directors

of E.ON AG

Chairman of the Board

Prof. Dr.-Ing. E.h. Hans-Olaf Henkel

Berlin

President of WGL Wissenschaftsgemeinschaft

Gottfried Wilhelm Leibnitz e.V. *Deputy Chairman of the Board*

Jörg Bickenbach Düsseldorf

State Secretary of the Ministry of Economy, Medium-Sized Businesses, Energy and Transportation of Nordrhein-Westfalen Hans W. Reich Frankfurt am Main

Speaker of the Board of Directors of Kreditanstalt für Wiederaufbau

Deputy Chairman of the Board (from January 1, 2002)

Dr. Jürgen Behrend

Lippstadt

Managing Partner of Hella KG Hueck & Co.

Hermann Franzen Düsseldorf

Personal liable partner of Porzellanhaus Franzen KG Herbert Hansmeyer Dr. Jürgen Heraeus

München Hanau

Former Member of the Board Directors of Chairman of the Supervisory Board of

Allianz Aktiengesellschaft Heraeus Holding GmbH

Deputy Chairman of the Board (until December 31, 2001)

Gunnar John Roland Oetker Berlin Düsseldorf

Head of Subdivision VII A of Managing Partner of ROI
Ministry of Finance Verwaltungsgesellschaft mbH

Dr. Ing. E.h. Eberhard Reuther Randolf Rodenstock

Hamburg München

Chairman of the Supervisory Board of Managing Partner of Optische Werke

Körber Aktiengesellschaft G. Rodenstock KG

Dipl.-Ing. Hans Peter Stihl Prof. Dr. h.c. Reinhold Würth

Waiblingen Künzelsau

Personal liable partner and Chairman of Chairman of the Advisory Board of the Würth

the Board of Directors of the STIHL AG Group

Employees' Representatives on the Supervisory Board

Thomas Bleher (until September 7, 2001) Wolfgang Bouche Düsseldorf Düsseldorf

IKB Deutsche Industriebank IKB Deutsche Industriebank

Aktiengesellschaft Aktiengesellschaft
Roswitha Loeffler Wilhelm Lohscheidt

Berlin Düsseldorf

Dellii Dusseidoli

IKB Deutsche Industriebank

IKB Deutsche Industriebank

Aktiengesellschaft Aktiengesellschaft

Jürgen Metzger (from September 7, 2001) Rita Röbel Hamburg Leipzig

IKB Deutsche Industriebank IKB Deutsche Industriebank

Aktiengesellschaft Aktiengesellschaft

Dr. Carola Steingräber Ulrich Wernecke
Berlin Düsseldorf

IKB Deutsche Industriebank

IKB Deutsche Industriebank

Aktiengesellschaft Aktiengesellschaft

Board of Directors

Date Appointed Current Term Expires

Dr. Markus Guthoff April 1, 2001 March 31, 2007

Claus Momburg November 12, 1997 November 11, 2005

Joachim Neupel July 1, 1989 June 30, 2004

Stefan Ortseifen November 1, 1994 October 31, 2007

Georg-Jesko v. Puttkamer (until March 31, 2002)

Dr. Alexander v. Tippelskirch April 1, 1984 March 31, 2004

Rating

The long-term unsecured senior debt of the Bank has been assigned a rating of A+ by Fitch IBCA and A1 by Moody's.

Litigation

No legal, arbitration, administrative or other proceedings which could have a significant effect on the business or financial position of the Bank, or had such an effect in the last two years, have been pending, nor is the Bank aware, to the best of its knowledge, of any such proceedings now pending or threatened.

Corporate Governance

During the fiscal year 2001/2002 the Bank focused much attention on the German Corporate Governance Codex developed by a government commission and formulated draft corporate principles of the Bank. Following approval by the Supervisory Board these principles will be implemented by the Bank and be published via Internet.

Recent Developments and Outlook

Due to our strategic alliance with KfW there is a large potential of joint business in particular in the fields of Corporate Lending, Structured Financing and Private Equity. Not least because of the resultant positive effects within the scope of the co-operation with KfW Moody's has upgraded the long term rating – against the general trend in the banking sector – from A2 to A1 and has also linked this with a "positive outlook". Furthermore the Bank benefits from the decision to invest in international loan portfolio structures. This is in line and consistent with the further development of the Bank's policy of credit risk management activities (CLO).

In the financial year 2001/2002, net interest income rose by 7.4% to EUR 471 million and net commission income, rose by EUR 27 million to EUR 40 million. As planned, the administrative expenditure increased by 12.7% to EUR 207 million. Due to the unfavorable macroeconomic conditions – economic downturn, stock market crash – gross provisioning had to be raised by EUR 13 million to EUR 252 million. The decline of risk provisioning balance by EUR 12 million to EUR 175 million resulted from a high release of provisions (EUR 48 million) and an improvement of the result from securities in the liquidity reserve (EUR 29 million).

For the result from ordinary activities this means a decrease by 8.3% to EUR 160 million. The cost-income ratio came to 38.1% (previous year: 37.8%); the return on equity reached 15.0% (16.8%). Through a further outplacement of loan charge-off risks IKB achieved an improvement of the Group's equity ratio to 12.1% with a tier 1 capital ratio of 6.4%.

With respect to the general economic development in Germany, it is expected that the difficult situation will improve in the second half of 2002 with a positive impact on IKB's domestic lending business. Furthermore, IKB's lending policy of a strictly risk-adjusted credit pricing continues to be successful with an increase of the overall average margin in the new business generated. With the background of these strategic measures and economic trends IKB's results for the financial year 2002/2003 are expected to be again satisfactory.

Auditors

The auditors of IKB AG are KPMG Deutsche Treuhand-Gesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Am Bonneshof 35, D-40474 Düsseldorf. KPMG Deutsche Treuhand-Gesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft has audited the financial statements of IKB AG and the Group for the fiscal years ended March 31, 1999, 2000, 2001 and 2002 and in each case issued unqualified opinions (*Bestätigungsvermerk*).

Selected Financial Information

The selected consolidated balance sheet and profit and loss account data for the fiscal years ended March 31, 1999, March 31, 2000, March 31, 2001 and March 31, 2002 are derived from the audited consolidated financial statements of the Bank. The selected consolidated audited financial data set forth below have been prepared in accordance with German GAAP and should be read in conjunction with the audited consolidated financial statements for 1999, 2000, 2001 and 2002 and the auditor's unqualified opinion thereon incorporated herein by reference. In accordance with German GAAP, the Bank's subsidiaries are consolidated, except as otherwise stated herein. For the non-consolidated subsidiaries the dividends received therefrom are reflected in the Bank's financial statements. See "Documents Incorporated by Reference" and the other financial data included herein. At March 31, 2002 IKB Private Equity GmbH (formerly IKB Beteiligungsgesellschaft mbH) and its subsidiary, IKB Venture Capital GmbH, were fully consolidated for the first time and in the interest of comparability the previous year's figures adjusted accordingly. The most significant changes in the adjusted consolidated accounts from the previous year were the increase in the portfolio of other assets of EUR 75 million and the decline in claims on customers by EUR 56 million. As both subsidiaries are exclusively funded by the parent company, the consolidation of IKB Private Equity GmbH and IKB Venture Capital GmbH caused no significant change in the Group's balance sheet total. Due to existing profit and loss transfer agreements net income for the financial year 2000/2001 didn't change.

Consolidated Balance Sheet Data

Consolidated Balance Sneet Data	Year ended March 31,			
	1999	2000 1)	2001 2)	2002
		nts in EUR		
	(Alliou	iits iii LOIV	11111110113, 6	addited)
Assets	171	10	1	11
Liquid funds	171 2,274	12 1,650	1 804	11 1,605
Claims on customers	22,188	22,635	24,276	24,600
Debentures	1,629	2,652	3,814	4,928
Investment and holding in associated	,	,	- , -	,
and subsidiary companies	176	91	44	47
Fixed assets	223	214	212	215
Leasing assets	462	2,114	2,239	2,346
Other assets	538	573	-1,050	1,122
Total assets	27,661	29,941	32,440	34,874
Linkilising and about haldout a suite.				
Liabilities and shareholders' equity Liabilities to banks	13,990	13,181	15,182	15,436
Liabilities to customers	2,501	2,414	2,411	2,250
Securitized liabilities	8,280	10,803	10,825	12,975
Provisions	237	266	282	301
Subordinated liabilities	472	582	803	868
Participation certificate capital	419	439	439	624
Fund for general bank risks	77	80	80	80
Equity capital (without net income for the year)	1,049 636	1,142	1,243	1,281
Other liabilities including profit of the year		$\frac{1,034}{20,041}$	$\frac{1,175}{22,440}$	$\frac{1,059}{24,974}$
Total liabilities and shareholders' equity	27,661	<u>29,941</u>	32,440	34,874
Consolidated Profit and Loss Account Data				
Consolidated Profit and Loss Account Data	Y	ear ended	March 31,	
Consolidated Profit and Loss Account Data	Y	ear ended 2000 1)	March 31,	2002
Consolidated Profit and Loss Account Data	1999		2001 2)	
	1999	20001)	2001 2)	
Interest income from loan operations and	1999	20001)	2001 2)	
	1999	20001)	2001 2)	
Interest income from loan operations and money market transactions, fixed interest securities	1999	20001)	2001 2)	
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from	1999 (Amoun	2000 ¹⁾ ts in EUR r	2001 ²⁾ millions, au	ıdited)
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations	1999 (Amoun 2,334.3	2000 ¹⁾ ts in EUR r 2,524.3	2001 ²⁾ millions, au 3,097.6	3,215.2 4.8
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations	1999 (Amoun 2,334.3	2000 ¹⁾ ts in EUR r 2,524.3	2001 ²⁾ millions, au 3,097.6	3,215.2
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations	1999 (Amoun 2,334.3 12.9	2000 ¹⁾ ts in EUR r 2,524.3 36.7	2001 ²⁾ millions, au 3,097.6 2.7	3,215.2 4.8 2,748.7
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations	1999 (Amoun 2,334.3 12.9 1,953.7	2000 ¹⁾ ts in EUR r 2,524.3 36.7 2,141.3	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6	3,215.2 4.8
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations	1999 (Amoun 2,334.3 12.9 1,953.7 393.5	2000 ¹⁾ ts in EUR r 2,524.3 36.7 2,141.3 419.7	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7	3,215.2 4.8 2,748.7 471,3
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7	2000 ¹⁾ ts in EUR r 2,524.3 36.7 2,141.3 419.7 13.1	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0	3,215.2 4.8 2,748.7 471,3 44.8
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6	2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations Personnel expenditure	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4	2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3	2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure Administrative expenditure	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3 138.7	2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1 166.3	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0 183.2	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1 206.5
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure Administrative expenditure Balance of other operating income and expenditure	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3 138.7 -3.5	2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1 166.3 77.8	3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0 183.2 91.8	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1 206.5 29.3
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure Administrative expenditure Balance of other operating income and expenditure Provisions for risk	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3 138.7 -3.5 88.4	2,524.3 36.7 2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1 166.3 77.8 165.5	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0 183.2 91.8 187.2	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1 206.5 29.3 175.2
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure Administrative expenditure Balance of other operating income and expenditure Provisions for risk Result from ordinary activities	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3 138.7 -3.5 88.4 178.3	2,524.3 36.7 2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1 166.3 77.8 165.5 170.8	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0 183.2 91.8 187.2 174.9	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1 206.5 29.3
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Commission expenditure Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure Balance of other operating income and expenditure Provisions for risk Result from ordinary activities Other income/expenditure	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3 138.7 -3.5 88.4 178.3 -3.1	2,524.3 36.7 2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1 166.3 77.8 165.5 170.8 -10.0	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0 183.2 91.8 187.2 174.9 -1.5	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1 206.5 29.3 175.2 160.3
Interest income from loan operations and money market transactions, fixed interest securities and government-inscribed debt, earnings from leasing operations Earnings from securities and holdings Interest expenditure, expenditure and standard depreciation relating to leasing operations Net interest income Commission income Net commission income Net income from financial operations Personnel expenditure Other administrative expenditure Administrative expenditure Balance of other operating income and expenditure Provisions for risk Result from ordinary activities	1999 (Amoun 2,334.3 12.9 1,953.7 393.5 12.7 3.9 8.8 6.6 87.4 51.3 138.7 -3.5 88.4 178.3	2,524.3 36.7 2,524.3 36.7 2,141.3 419.7 13.1 5.4 7.7 -2.6 107.2 59.1 166.3 77.8 165.5 170.8	2001 ²⁾ millions, au 3,097.6 2.7 2,661.6 438.7 18.0 5.7 12.3 2.5 117.2 66.0 183.2 91.8 187.2 174.9	3,215.2 4.8 2,748.7 471,3 44.8 5.3 39.5 1.9 133.4 73.1 206.5 29.3 175.2

 $[\]overline{}$ since March 31, 2000 Figures including IKB Immobilien Leasing-Group $^{2)}$ since March 31, 2001 Figures including IKB Private Equity-Group

Capitalisation of the IKB Group

The following table sets out the consolidated audited capitalisation of IKB Group as at March 31, 2002, based on the audited financial statements of IKB Group as at March 31, 2002.

	Year ended March 31,			
	1999_	$2000^{1)}$	2001 1)	2002
	(Amour	nts in EUR	millions, a	audited)
Subscribed share capital	225	225	225	225
Silent participations	-	100	170	170
Capital reserves	568	568	568	568
Revenue reserves	256	249	280	318
Fund for general bank risks	77	80	80	80
Participation certificate capital	419	439	439	624
Subordinated liabilities	472	582	803	868
Total shareholders' funds	2,017	2,243	2,565	2,853
Short-term liabilities				
Liabilities to banks	6,070	3,713	4,559	4,999
Liabilities to non-banks	322	267	173	226
Total short-term liabilities	6,392	3,980	4,732	5,225
Medium-term liabilities 2)				
Liabilities to banks	1,133	1,401	1,430	1,301
Liabilities to non-bank creditors	260	107	182	111
Total medium-term liabilities	1,393	1,508	1,612	1,412
Long-term liabilities 3)				
Liabilities to banks	4,190	4,612	4,685	5,138
Liabilities to non-banks	599	1,295	1,130	1,147
Total long-term liabilities	4,789	5,907	5,815	6,285
More than five years 4)				
Liabilities to banks	2,597	3,455	4,508	3,998
Liabilities to non-bank creditors	1,320	746	926	766
	3,917	4,201	5,434	4,764
Provisions and other liabilities	9,153	12,102	12,282	14,335
Total capitalisation	27,661	29,941	32,440	34,874

Notes:

On July 19, 2002, the Bank has issued Trust Preferred Securities in the amount of EUR 250 million through a special purpose vahicle with the effect of a corresponding increase in IKB Groups Tier 1 capital.

Furthermore it is planned to raise additional Tier 1 capital for IKB AG in the amount of minimum EUR 150 million and maximum EUR 250 million through a silent participation.

Save as disclosed herein, there has been no material adverse change in the capitalisation of the IKB Group since March 31, 2002.

 $^{^{1)}}$ since March 31, 2000 Figures including IKB Immobilien Leasing-Group, since March 2001 Figures including IKB Private Equity-Group.

²⁾ Year ended March 31, 1999, year ended March 31, 2000, year ended March 31, 2001 and year ended March 31, 2002: Short-term debt has a maturity or period of notice of up to three months.

³⁾ Year ended March 31, 1999, year ended March 31, 2000, year ended March 31, 2001 and year ended March 31, 2002: Medium-term debt has a maturity or period of notice of more than three months up to one year.

⁴⁾ Year ended March 31, 1999, year ended March 31, 2000, year ended March 31, 2001 and year ended March 31, 2002: Long-term debt has a maturity or period of notice more than one year up to five years.

IKB FINANCE

Incorporation, Seat and Objects

With registered offices at Strawinskylaan 3111, 1077 ZX Amsterdam, The Netherlands, IKB FINANCE was incorporated under the laws of The Netherlands as a limited liability company for an unlimited period of time on October 23, 1984. IKB FINANCE is registered under No. 33.179.357 in the Register of Commerce of Amsterdam. IKB FINANCE's corporate seat is Amsterdam, The Netherlands.

The objects of IKB FINANCE are:

- to arrange for financing in the broadest sense of the word on the international money and capital
 market, in particular to issue loans and to finance from other sources as well as to enter into loan
 agreements and to make available to third parties the funds thus obtained,
- to do everything necessary or useful to achieve its objects or everything connected therewith in the widest sense, including the participation in any other company or enterprise.

Ownership and Share Capital

IKB FINANCE is a wholly-owned subsidiary of IKB AG.

The authorised share capital of IKB FINANCE amounts to EUR 460,000. It is divided into 460 voting shares of EUR 1,000 nominal value each. The issued and fully paid share capital of IKB FINANCE amounts to EUR 137,000.

Employees

At March 31, 2002, IKB FINANCE had no employees.

Management

The business and affairs of IKB FINANCE are managed by a Management Board which currently consists of three members. Two members of the Management Board acting jointly represent IKB FINANCE vis-à-vis to third parties. A Supervisory Board supervises the business strategy of the Management Board and the development of IKB FINANCE's business. The Supervisory Board also advises the Management Board.

The current members of the Management Board are:

J.R. baron de Vos van Steenwijk

Dr. A. Schmid

Th. Spijkerman

The current members of the Supervisory Board are:

Michael Braun

Head of Treasury Director, IKB AG

Jürgen Rauscher

Head of Accounting and Taxes

Director, IKB AG

Fiscal Year

The fiscal year of IKB FINANCE runs from April 1 of each year to March 31 of the following year.

Business Strategy

IKB FINANCE's activities consist of financing directly and indirectly the activities of its parent company IKB AG. IKB FINANCE is to exploit the eurobond markets from its Dutch base, responding opportunistically to investor demand for senior unsecured issues with an IKB AG guarantee. Proceeds of such issues are generally on-lent to the parent company although on-lending to other group companies is also possible.

Auditors

The auditors of IKB FINANCE are KPMG Accountants N.V., KPMG Gebouw, Burg. Rijnderslaan 10, NL-1185 MC Amstelveen. KPMG Accountants N.V. has audited the financial statements of IKB FINANCE for the fiscal years ended March 31, 1999, March 31, 2000, March 31, 2001 and March 31, 2002 and in each case has awarded an unqualified certificate.

Selected Financial Information

The selected audited balance sheet and profit and loss account data for the fiscal years ended March 31, 1999, March 31, 2000, March 31, 2001 and March 31, 2002 are derived from the audited financial statements of IKB FINANCE. The financial statements of IKB FINANCE are denominated in EURO. The selected audited financial data set forth below have been prepared in accordance with the applicable rules, regulations and accounting standards of the laws of The Netherlands. The selected audited financial data set forth below should be read in conjunction with the audited financial statements for fiscal 1998/1999, fiscal 1999/2000, fiscal 2000/2001 and fiscal 2001/2002 and the auditor's report thereon incorporated herein by reference. See "Documents Incorporated by Reference".

Balance Sheet Data

	Fiscal Year Ended March 31, 1999	Fiscal Year Ended March 31, 2000	Fiscal Year Ended March 31, 2001	Fiscal Year Ended March 31, 2002
	(in EUR) (audited)			
Fixed assets Financial fixed assets	150,082,543	_	45,283,062	45,843,650
Currents assets Receivables and prepaid expenses Cash	3,273,287 6,240,948	35,217 6,534,394	213,787 6,760,799	207,014 7,018,853
	9,514,235	6,569,611	6,974,586	7,225,867
Current liabilities	153,312,576	14,523	219,811	264,320
Net current assets	<u>-143,798,341</u>	6,555,088	6,754,775	6,961,547
Total fixed and net current assets	6,284,202	6,555,088	52,037,837	52,805,197
Shareholders' equity Called-up share capital Other reserves Profit for the year Long-term debt	136,134 5,863,867 284,201 6,284,202	136,134 6,148,068 270,886 6,555,088	137,000 6,418,088 192,894 6,747,982 45,289,855	$ \begin{array}{r} 137,000 \\ 6,610,982 \\ \underline{206,688} \\ 6,954,670 \end{array} $ $ \begin{array}{r} 45,850,527 \end{array} $
Long term debt	6,284,202	6,555,088	52,037,837	52,805,197
Profit and Loss Account Data				
	Fiscal Year Ended March 31, 1999	Fiscal Year Ended March 31, 2000	Fiscal Year Ended March 31, 2001	Fiscal Year Ended March 31, 2002
		(in EUR) (audited)		
Interest income	9,945,265 109,059	7,456,792 72,196	527,148 1,158	1,987,443 15,259
	10,054,324	7,528,988	528,306	2,002,702
Interest expenses	9,257,773 293,205 14,054 9,565,032	6,859,407 206,693 -19,077 7,047,023	161,754 4,975 353 167,082	$ \begin{array}{r} 1,549,999 \\ 72,460 \\ \phantom{00000000000000000000000000000000000$
Net income from financial activities Less: General and administration expenses . Due fit from audinous appretions	489,292 52,060	481,965 66,127	361,224 -64,465	379,603 -63,374
Profit from ordinary operations	437,232 153,031	415,838 144,952	296,759 -103,865	316,229 -109,541
Net profit for the year	284,201	270,886	192,894	206,688
	_	_	_	_

Capitalization

The following table sets forth the capitalization of IKB FINANCE at March 31, 2002. Unless otherwise noted in this Information Memorandum, as of its date there has been no material change in the capitalization of IKB FINANCE since March 31, 2002.

	Fiscal Year Ended March 31, 2002
	(in EUR) (audited)
Bonds and notes outstanding	45,850,527 264,320
Total debt	46,114,847
Shareholders' equity	
Called-up share capital	137,000
Other reserves	6,610,982
Profit for the year	206,688
Total shareholders' capital	6,954,670
Total capitalization	53,069,517

Since March 31, 2002, IKB FINANCE has not issued any Notes.

TAXATION

Germany

The following is a general discussion of certain German income tax consequences of the acquisition and ownership of the Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws (including tax treaties) currently in force and as applied on the date of this Information Memorandum, which are subject to change, possibly with retroactive effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE LAWS APPLICABLE IN THE FEDERAL REPUBLIC OF GERMANY AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

Tax Residents

Payments of interest on the Notes, including interest having accrued up to the sale of a Note and credited separately ("Accrued Interest") to persons who are tax residents of Germany (*i.e.*, persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany) are subject to German personal or corporate income tax (plus solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5% thereon). Such interest is also subject to trade tax if the Notes form part of the property of a German trade or business.

Upon maturity of a Note the initial subscriber to a Note receives, in addition to, or, as in the case of a zero coupon Note, instead of the current interest on the Note, taxable investment income in an amount equal to the difference between the issue price of the Note and the redemption amount ("Original Issue Discount") if the Original Issue Discount exceeds certain thresholds. Provided that the Note can be classified as a financial innovation (*Finanzinnovation*) under German tax law, including, among other things, zero coupon Notes or discounted Notes, and is purchased or disposed of while outstanding, the Original Issue Discount to the extent attributable to the period over which the holder of a Note (hereinafter referred to as: the "Holder") has held such Note or, alternatively, the difference between the proceeds from the sale or redemption and the purchase price is subject to personal or corporate income tax in the year of the sale or maturity of the Note, unless the Notes form part of the property of a German trade or business, in which case the annual increase in value of the Note, as calculated at the time of their acquisition, must be taken into account *pro rata temporis* as interest income and also is subject to trade tax.

Capital gains from the disposal of Notes, other than income from Original Issue Discount, as defined above, are only taxable to a German tax-resident individual if the Notes are disposed of within one year after their acquisition or form part of the property of a German trade or business, in which case the capital gains are also subject to trade tax. Capital gains derived by German resident corporate holders of the Notes will be subject to corporate income tax (plus solidarity surcharge at the rate of 5.5% thereon) and trade tax.

If the Notes are held in a custodial account which the Holder maintains with a German branch of a German or non-German bank (the "**Disbursing Agent**") a 30% withholding tax on interest payments (*Zinsabschlagsteuer*), plus 5.5% solidarity surcharge on such tax, will be levied, resulting in a total tax charge of 31.65% of the gross interest payment. Withholding tax on interest is also imposed on Accrued Interest. If the Notes qualify as financial innovations, as explained above, and are kept in a custodial account which the Holder maintains with a Disbursing Agent such custodian will generally withhold tax at a rate of 30% (plus solidarity surcharge at a rate of 5.5% thereon) from the difference between the issue or purchase price of the Notes and the redemption amount or sales proceeds if the Holder has kept the Note in the custodial account since the time of issuance or acquisition, respectively. Otherwise the 30% withholding tax is applied to 30% of the amounts paid in partial or final redemption of the Notes or the proceeds from the sale of the Notes, respectively.

In computing the tax to be withheld the Disbursing Agent may deduct from the basis of the withholding tax any Accrued Interest paid by the Holder to the Disbursing Agent during the same calendar year. In general, no withholding tax will be levied if the Holder is an individual (i) whose Note does not form part of the property of a German trade or business nor gives rise to income from the letting and leasing of property, and (ii) who filed a withholding certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the Note together with other investment income does not exceed the maximum exemption amount shown on the face of the withholding certificate.

Withholding tax and solidarity surcharge thereon are credited as prepayments against the German personal or corporate income tax and the solidarity surcharge liability of the German resident. Amounts overwithheld will entitle the Holder to a refund, based on an assessment to tax.

Nonresidents

Interest, including Accrued Interest and Original Issue Discount, and capital gains are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Noteholder or (ii) the interest income otherwise constitutes German-source income (such as income from the letting and leasing of certain German-situs property). In the latter case a tax regime similar to that explained above at "Tax Residents" applies; capital gains from the disposition of Notes are, however, only taxable in the case of (i).

Nonresidents of Germany are, in general, exempt from German withholding tax on interest and solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax is levied as explained above at "Tax Residents".

Gift and Inheritance Tax

No inheritance or gift taxes with respect to any Note will arise under the laws of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates.

Stamp Duty

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax is not levied in Germany.

If this proposal were adopted in its current form the Issuer would not as a result thereof be obligated to pay additional amounts under Section 7 (Taxation) of the Terms and Conditions of the Notes.

The Netherlands

General

The following summary describes the principal Netherlands tax consequences of the acquisition, holding, redemption and disposal of Notes. This summary does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant to a decision to acquire, to hold, and to dispose of the Notes. Each prospective Noteholder should consult a professional adviser with respect to the tax consequences of an investment in the Notes. The discussion of certain Netherlands taxes set forth below is included for general information purposes only.

This summary is based on the Netherlands tax legislation, published case law, treaties, rules, regulations and similar documentation, in force as of the date of this Information Memorandum, without prejudice to any amendments introduced at a later date and implemented with retroactive effect.

This summary does not address the Netherlands tax consequences of a Noteholder who holds a substantial interest (*aanmerkelijk belang*) in one of the Issuers, within the meaning of Section 4.3 of the Income Tax Act 2001. Generally speaking, a Noteholder holds a substantial interest in an Issuer, if such Noteholder, alone or together with his or her partner (statutory defined term) or certain other related persons, directly or indirectly, holds (i) an interest of 5 percent or more of the total issued capital of an Issuer or of 5 percent or more of the issued capital of a certain class of shares of an Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in an Issuer.

Withholding Tax

No Netherlands withholding tax is due upon payments on the Notes, provided that, where IKB Finance is the Issuer, the Notes do not in fact have the function of equity of IKB Finance within the meaning of Article 10(1)(d) of the Corporate Income Tax Act 1969.

Corporate Income Tax and Individual Income Tax

Residents of the Netherlands

If the Noteholder is subject to Netherlands corporate income tax and the Notes are attributable to its (deemed) business assets, income derived from the Notes and gains realised upon the redemption and disposal of the Notes are taxable.

If the Noteholder is an individual, resident or deemed to be resident of the Netherlands for Netherlands tax purposes (including the individual Noteholder who has opted to be taxed as a resident of the Netherlands), the income derived from the Notes and the gains realised upon the redemption and disposal of the Notes are taxable at the progressive rates of the Income Tax Act 2001, if:

- (i) the Noteholder has an enterprise or an interest in an enterprise, whether as an entrepreneur or pursuant to a co-entitlement to the net worth of such enterprise, to which enterprise the Notes are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) within the meaning of Section 3.4 of the Income Tax Act 2001, which include the performance of activities with respect to the Notes that exceed "regular, active portfolio management" (*normaal, actief vermogensbeheer*).

If the above-mentioned conditions (i) or (ii) do not apply to the individual Noteholder, the actual income derived from the Notes and the actual gains realised with respect to the Notes will not be taxable. Instead, such Noteholder will be taxed at a flat rate of 30% on deemed income from "savings and investments" (*sparen en beleggen*) within the meaning of Section 5.1 of the Income Tax Act 2001. This deemed income amounts to 4% of the average of the individual's "yield basis" (*rendementsgrondslag*) within the meaning of article 5.3 of the Income Tax Act 2001 at the beginning of the calendar year and the individual's yield basis at the end of the calendar year, insofar the average exceeds a certain threshold. The Notes will be included in the individual's yield basis.

Non-residents of the Netherlands

A Noteholder that is not a resident nor deemed to be a resident of the Netherlands for Netherlands tax purposes (nor has opted to be taxed as a resident of the Netherlands) is not taxable in respect of income derived from the Notes and gains realised upon the redemption and disposal of the Notes, unless:

- (i) the Noteholder has an enterprise or an interest in an enterprise, that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which enterprise the Notes are attributable; or
- (ii) the Noteholder is entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands, other than by way of securities or through an employment contract, and to which enterprise the Notes are attributable; or
- (iii) the Noteholder is an individual and such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in the Netherlands within the meaning of Section 3.4 of the Income Tax Act 2001, which include the performance of activities in the Netherlands with respect to the Notes that exceed "regular, active portfolio management" (*normaal, actief vermogens-beheer*).

Gift and Inheritance Taxes

Residents of the Netherlands

Generally, gift and inheritance taxes will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or on the death of, a Noteholder who is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands gift and inheritance tax at the time of the gift or his or her death.

An individual of the Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands gift and inheritance tax, if he or she has been resident in the Netherlands during the ten years preceding the gift or his or her death. An individual of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands gift and inheritance tax only if he or she has been residing in the Netherlands at any time during the twelve months preceding the time of the gift.

Non-residents of the Netherlands

No gift or inheritance taxes will arise in the Netherlands in respect of the acquisition of the Notes by way of gift by, or as a result of the death of, a Noteholder who is neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands gift and inheritance tax, unless:

- (i) such Noteholder at the time of the gift has or at the time of his of her death had an enterprise or in interest in an enterprise that is or was, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands and to which Netherlands enterprise or part thereof, as the case may be, the Notes are or were attributable; or
- (ii) the Notes are or were attributable to the assets of an enterprise that is effectively managed in the Netherlands and the donor is or the deceased was entitled to a share in the profits of that enterprise, at the time of the gift or at the time of his or her death, other than by way of securities or through an employment contract; or
- (iii) in the case of a gift of the Notes by an individual who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands, such individual dies within 180 days after the date of the gift, while at the time of his or her death being a resident or deemed to be a resident of the Netherlands.

Other Taxes and Duties

No Netherlands capital duty, registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty, will be due in the Netherlands by a Noteholder in respect of or in connection with the subscription, issue, placement, allotment or delivery of the Notes.

Luxembourg

Holders who are neither resident in, nor engaged in a trade or business through a permanent establishment in, Luxembourg will not be subject to taxes or duties in Luxembourg with respect to payments under the Notes or gains realised upon disposal or repayment of the Notes. Holders not permanently resident in Luxembourg at the time of death will not be subject to inheritance or other similar taxes in Luxembourg in respect of the Notes, and Holders will not be deemed to be resident, domiciled or carrying on business in Luxembourg solely by reason of holding the Notes.

No stamp, value, issue, registration, transfer or similar taxes or duties will be payable in Luxembourg by Holders in connection with the issue of the Notes.

Holders who are domiciled in Luxembourg or maintain a permanent establishment therein with which the Notes are effectively connected will be subject to Luxembourg taxation as provided for by applicable tax provisions.

Proposed EU Savings Tax Directive

On December 13, 2001 the Council of the European Union approved a new draft directive regarding the taxation of savings income. It is proposed that each EU Member State under its domestic law requires paying agents (within the meaning of the directive) established within its territory to provide to the competent authority of its EU Member State of establishment details of the payment of interest (within the meaning of the directive) to an individual resident in another EU Member State. The competent authority of the EU Member State of the paying agent shall then communicate this information to the competent authority of the EU Member State of which the recipient is a resident. The proposed directive is to be implemented by the Member States by January 1, 2004. However, for a transitional period of seven years, Austria, Belgium and Luxembourg may opt instead to withhold tax from such payments. During the first three years after the directive has come into force tax will have to be withheld by these Member States at a rate of 15% and thereafter of 20%. It is envisaged that the Council of the European Union will decide on a final text of the directive no later than December 31, 2002. However, since the implementation of the proposal is subject to certain non EU Member States and associated territories and dependencies of EU Member States also agreeing to supply information or imposing a withholding tax it is currently not possible to predict whether, when, or in what form the proposal will ultimately be adopted.

Holders who are individuals should note that, if this proposal is adopted, the Issuer will not pay additional amounts under § 7 of the Terms and Conditions of the Notes in respect of any withholding tax imposed as a result thereof.

SUBSCRIPTION AND SALE

In an amended and restated dealer agreement (as further amended and supplemented from time to time the "**Dealer Agreement**") dated August 8, 2002 the Dealers have agreed with the Issuers a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "**Terms and Conditions of the Notes**" above. In the Dealer Agreement, the Issuers have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issuance of Notes under the Programme.

Selling Restrictions

General

Each Dealer has represented and agreed that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Information Memorandum or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and that neither the Issuer nor the Guarantor (if IKB FINANCE is the Issuer) and any other Dealer shall have any responsibility therefor.

Neither the Issuer nor the Guarantor (if IKB FINANCE is the Issuer) and any of the Dealers represent that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

United States of America

- (a) Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act, and, except as provided in the relevant Pricing Supplement with respect to Notes with a maturity on the issue date of one year or less, may not be offered or sold within the United States or to, or for the account or benefit of, United States persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.
- (b) Except as provided in the relevant Pricing Supplement with respect to Notes with a maturity on the issue date of one year or less, each Dealer has represented and agreed that it has offered and sold any Notes, and will offer and sell any Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, as determined and notified as provided below, only in accordance with Rule 903 of Regulation S under the Securities Act.

Accordingly, each Dealer has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S.

(c) Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche. On the basis of such notification or notifications, the Fiscal Agent has agreed to notify such Dealer/Lead Manager of the end of the restricted period with respect to such Tranche. Each Dealer also represented and agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the restricted period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Securities Act") and no Dealer (or persons covered by Rule 903 (c)(2)(iv)) may offer or sell any Notes constituting part of its allotment within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 903 or Rule 904 Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S".

Terms used in the above paragraph have the meanings given to them by Regulation S.

Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.

(d) Notes, other than Notes with an initial maturity of one year or less, will be issued in accordance with the provisions of United States Treasury Regulation Section 1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**"), or in accordance with the provisions of United States Treasury Regulation Section 1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**"), as specified in the applicable Pricing Supplement.

In addition, in respect of Notes issued in accordance with the TEFRA D Rules, each Dealer has represented and agreed that:

- (i) except to the extent permitted under United States Treasury Regulation Section 1.163-5(c)(2)(i)(D), (x) it has not offered or sold, and during the restricted period will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (y) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (iii) if such Dealer is a United States person, it represented that it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if such Dealer retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of United States Treasury Regulation Section 1.163-5(c)(2)(i)(D)(6); and
- (iv) with respect to each affiliate that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii).

Terms used in the above paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

In addition, where the TEFRA C Rules are specified in the relevant Pricing Supplement as being applicable to any Tranche of Notes, Notes in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented and agreed that it has not offered sold or delivered and will not offer, sell or deliver, directly or indirectly, Notes in bearer form within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of Notes in bearer form, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such purchaser is within the United States or its possessions and will not otherwise involve its United States office in the offer or sale of Notes in bearer form. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder, including the TEFRA C Rules.

(e) Each issue of index-, commodity- or currency-linked Notes shall be subject to such additional United States selling restrictions as the relevant Issuer and the relevant Dealer may agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the Pricing Supplement. Each Dealer has represented and agreed that it shall offer, sell and deliver such Notes only in compliance with such additional United States selling restrictions.

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

Each Dealer has represented and agreed that:

(i) in relation to Notes which have a maturity of one year or more, it has not offered or sold and, prior to the expiry of a period of six months from the Issue Date of such Notes, will not offer or sell any such Notes to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995;

- (ii) in relation to any Notes which must be redeemed before the first anniversary of the date of their issue, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;
- (iii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and
- (iv) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Federal Republic of Germany

Each Dealer has represented and agreed not to offer or sell Notes in the Federal Republic of Germany other than in compliance with the Securities Selling Prospectus Act (*Verkaufsprospektgesetz*) of December 13, 1990 in the version of the publication of July 17, 1996 (as amended), or any other laws and regulations applicable in the Federal Republic of Germany governing the issue, offering and sale of securities.

The Netherlands

Each Dealer has represented and agreed with the relevant Issuer (and each further Dealer appointed under the Programme will be required to represent and agree with the relevant Issuer) that it has not and will not offer, sell or transfer any Notes except in accordance with the applicable laws and regulations of The Netherlands, which at the date of this Information Memorandum require that:

Except in circumstances where one of the exceptions of Article 3 of the 1995 Act on the supervision of the securities trade, as amended (*Wet toezicht effectenverkeer 1995*, the "**Securities Act**") or a dispensation or one of the other exemptions under or pursuant to Article 4 of the Securities Act is applicable and the conditions attached thereto are fully complied with, it has not directly or indirectly offered, sold, delivered or transferred and will not directly or indirectly offer, sell, deliver or transfer in The Netherlands (or anywhere in the world in the case of Notes issued by IKB FINANCE) any Notes (including rights representing an interest in a Global Note) other than (i) Notes with an individual denomination of at least Euro 50,000 or the equivalent thereof in any other currency or (ii) (a) to persons (including legal entities) who trade or invest in securities in the conduct of their profession or trade within the meaning of the Securities Act and its implementing regulations (which includes banks, investment banks, securities firms, insurance companies, pension funds, other institutional investors and treasury departments and finance companies of large enterprises) and (b) with due observance of Article 2 Paragraph 2 of the Exemption regulation pursuant to the Securities Act (*Vrijstellingsregeling Wet toezicht effectenverkeer 1995*).

Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (Law No. 25 of 1948) (as amended) (the "Securities and Exchange Law") and are subject to the Special Taxation Measures Law of Japan (Law No. 26 of 1957) (as amended) (the "Special Taxation Measures Law"). Each of the Dealers has represented and agreed that (i) it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell Notes in Japan or to any person resident in Japan for Japanese securities law purposes (including any corporation or other entity organized under the laws of Japan), except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law of Japan; and (ii) it has not, directly or indirectly, offered or sold and will not, (a) as part of its distribution at any time and (b) otherwise until forty days after the closing date, directly or indirectly offer or sell Notes to any person other than a Gross Recipient. A "Gross Recipient" for this purpose is (i) a beneficial owner that is not an individual resident of Japan or a Japanese corporation for Japanese tax purposes, (ii) a Japanese financial institution, designated in Article 3-2 paragraph (19) of the Cabinet Order of December 17, 1997 (the "Cabinet Order") relating to the Special Taxation Measures Law that will hold Notes for its own proprietary account or (iii) an individual resident of Japan or a Japanese corporation whose receipt of interest on the Notes will be made through a payment handling agent in Japan as defined in Article 2-2 paragraph (2) of the Cabinet Order.

France

Each of the Issuers and the Guarantor and each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, directly or indirectly, Notes to the public in France and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France the Information Memorandum or any other offering material relating to the Notes and that such offers, sales and distributions have been and will only be made in France to qualified investors (*investisseurs qualifiés*) acting for their account, all as defined in, and in accordance with, articles L.411-1 and L.411-2 of the French *Code monétaire et financier* and décret no.98-880 dated October 1, 1998. Notes may only be issued, directly or indirectly, to the public in France in accordance with articles L.411-1 and L.411-2 of the French *Code monétaire et financier*.

Luxembourg

Each Dealer represented and agreed that it will not publicly offer or sell any Notes in the Grand-Duchy of Luxembourg except for Notes for which the requirements of Luxembourg law concerning public offerings of securities have been met.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the Issue of Notes under the Programme (and, in the case of IKB AG, the Guarantee) have been duly authorised by the Management Board and the executive committee (*Präsidium*) of the Supervisory Board of IKB AG on January 12 and February 4, respectively, and by the Management Board and the Supervisory Board of IKB FINANCE on July 23 and July 20, 1999, respectively.

The Issuers and the Guarantor have obtained or will obtain all necessary consents, approvals, authorisations or other orders from regulatory authorities in connection with the issue and performance of the Notes to be issued under the Programme from time to time.

Listing

Application has been made to list the Notes in bearer form issued under the Programme on the Luxembourg Stock Exchange. So long as Notes in bearer form are capable of being issued under the Programme and are listed on the Luxembourg Stock Exchange, the Issuers will maintain a Paying Agent in the City of Luxembourg, currently J.P. Morgan Bank Luxembourg S.A., and all notices concerning such Notes will be published in a leading daily newspaper having general circulation in Luxembourg, expected to be the Luxemburger Wort. A legal notice relating to the Programme and the constitutional documents of the Issuers and the Guarantor have been lodged with the Registrar of the District Court in Luxembourg (Greffier en chef du Tribunal d'Arrondissement de et à Luxembourg), where such documents may be examined and copies obtained on request.

The Luxembourg Stock Exchange has allocated to the Programme the number 12167 for listing purposes.

The Issuers have undertaken to ensure services of the Notes through a credit institution located in Luxembourg (currently J.P. Morgan Bank Luxembourg S.A.) as long as any Notes remain outstanding and listed on the Luxembourg Stock Exchange.

However, Notes may be issued under the Programme which will not be listed on the Luxembourg Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the relevant Issuer and the relevant Dealer(s) may agree.

Documents Available

So long as Notes are capable of being issued under the Programme and are listed on the Luxembourg Stock Exchange, copies of the following documents will, when published, be available for inspection at and with respect to items (b) and (c) below available without charge from the specified office of the Paying Agent for the time being in the City of Luxembourg and, with respect to the documents relative to such Issuer or the Guarantor, the principal office of IKB AG in Düsseldorf and the office of IKB FINANCE:

- (a) the Articles of Association of each Issuer;
- (b) the non-consolidated and consolidated audited financial statements of IKB AG and the non-consolidated audited financial statements of IKB FINANCE in respect of the financial years ended March 31, 2002, 2001 and 2000;
- (c) all future audited financial statements (whether consolidated or non-consolidated for IKB AG or non-consolidated for IKB FINANCE) of each Issuer and all future published interim financial statements (if any) of each Issuer (including the interim consolidated and non-consolidated financial statements of IKB AG which are currently published on September 30 and December 31 of each year; IKB FINANCE neither publishes any interim nor consolidated financial statements at the date hereof);
- (d) this Information Memorandum, the Dealer Agreement, the Fiscal Agency Agreement and any other relevant documents (including, without limitation, any Pricing Supplement or future amendments or supplements to or replacements of this Information Memorandum) published in connection with listed Notes.

In addition, a copy of the documents set out in (d) above will be available for inspection at the specified office of the relevant Paying Agent where so required by the rules of the relevant stock exchange on which any Series of Notes is to be listed.

Clearstream and Euroclear

The Notes (other than Notes in registered form) have been accepted for clearance through Clearstream and Euroclear. If the Notes (other than Notes in registered form) are to clear through any other relevant clearing system (which, in the case of Notes listed on the Luxembourg Stock Exchange, must be in

accordance with the rules of the Luxembourg Stock Exchange), the appropriate information will be specified in the applicable Pricing Supplement. The appropriate codes for each particular Tranche to be held through the relevant clearing system allocated by the relevant clearing system will be contained in the applicable Pricing Supplement.

Material Change

Save as disclosed herein, there has been no adverse change in the financial position, business or operations of either of the Issuers which is material in the context of the Programme or the issue and offering of the Notes thereunder since March 31, 2002.

Litigation

There are no litigation, arbitration or administrative proceedings which are likely to jeopardise the ability of the relevant Issuer to fulfil its obligations in respect of the Notes or which are otherwise material in the context of the Programme to which either of the Issuers is a party, nor, to the best of each Issuer's knowledge and belief, are any such proceedings pending or threatened.

Legends

Bearer Notes will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code". The sections referred to in such legend provide that a United States person who holds a bearer Note generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such bearer Note and any gain (which might otherwise be characterised as capital gain) realised on such sale, exchange or redemption will be treated as ordinary income.

Issuers

IKB Deutsche Industriebank Aktiengesellschaft

Wilhelm-Bötzkes-Strasse 1 D-40474 Düsseldorf **IKB Finance B.V.** Strawinskylaan 3111 NL-1077 ZX Amsterdam

IKB Deutsche Industriebank Aktiengesellschaft Luxembourg Branch

2, rue Jean Monnet L-2180 Luxembourg

Arranger

Merrill Lynch International

Merrill Lynch Financial Centre 2 King Edward Street GB-London EC1A 1HQ

Dealers

ABN AMRO Bank N.V.

250 Bishopsgate GB-London EC2M 4AA

BNP Paribas

10 Harewood Avenue GB-London NW1 6AA

Dresdner Bank Aktiengesellschaft

Jürgen-Ponto-Platz 1 D-60301 Frankfurt am Main

Merrill Lynch International

Merrill Lynch Financial Centre 2 King Edward Street GB-London EC1A 1HQ

UBS AG,

acting through its business group UBS Warburg

1 Finsbury Avenue GB-London EC2M 2PP Bayerische Hypo- und Vereinsbank AG

Arabellastrasse 12 D-81925 München

Deutsche Bank Aktiengesellschaft

Große Gallusstrasse 10–14 D-60272 Frankfurt am Main

DZ BANK AG

Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

> Platz der Republik D-60265 Frankfurt am Main

Morgan Stanley Bank AG

Junghofstrasse 13–15 D-60311 Frankfurt am Main

Westdeutsche Landesbank Girozentrale

Herzogstrasse 15 D-40217 Düsseldorf

Fiscal Agent, Calculation Agent and Registrar

J.P. Morgan Chase

Trinity Tower 9 Thomas More Street GB-London E1 9YT

German Paying Agent

J.P. Morgan Chase Bank AG

Grüneburgweg 2 D-60322 Frankfurt am Main

Luxembourg Paying Agent

J.P. Morgan Bank Luxembourg S.A.

5, rue Plaetis L-2338 Luxembourg

Luxembourg Listing Agent

BNP Paribas Securities Service, Luxembourg Branch

23, Avenue de la Porte Neuve L-2085 Luxembourg

Legal Advisors

To IKB AG

in respect of German law

IKB Deutsche Industriebank Aktiengesellschaft Legal Department

Wilhelm-Bötzkes-Strasse 1 D-40474 Düsseldorf

To the Dealers

in respect of German law

Hengeler Mueller

Bockenheimer Landstrasse 51 D-60325 Frankfurt am Main

in respect of Dutch law

Allen & Overy Apollolaan 15 NL-1077 AB Amsterdam in respect of Luxembourg law

Elvinger, Hoss & Prussen 2, Place Winston Churchill L-2014 Luxembourg

Auditors

To IKB AG

KPMG Deutsche Treuhand-Gesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft Am Bonneshof 35

Am Bonnesnor 35 D-40474 Düsseldorf To IKB FINANCE

KPMG Accountants N.V. KPMG Gebouw Burg. Rijnderslaan 10 NL-1185 MC Amstelveen