



ALLIANZ SE

(incorporated as a European Company (Societas Europaea – SE) in Munich, Germany)

EUR 1,000,000,000 Subordinated Fixed to Floating Rate Notes with

scheduled maturity in 2054

Issue Price 100.028 per cent.

Allianz SE (the “**Issuer**”), will issue on 10 January 2024 (the “**Issue Date**”) EUR 1,000,000,000 subordinated fixed to floating rate notes with a scheduled maturity in 2054 in a denomination of EUR 100,000 per Note (the “**Notes**”) as Series 98 Tranche 1 under the Debt Issuance Programme of Allianz SE, Allianz Finance II B.V. and Allianz Finance III B.V. guaranteed by Allianz SE (the “**Programme**”).

The Notes will be governed by the laws of the Federal Republic of Germany (“**Germany**”).

The Notes will bear interest from and including the Issue Date to but excluding 26 July 2034 (the “**First Reset Date**”) at a rate of 4.851 per cent. *per annum*, scheduled to be paid annually in arrear on 26 July in each year, with the first fixed interest payment date being 26 July 2024 (short first coupon). Thereafter, unless previously redeemed, the Notes will bear interest at a rate of 3.35 per cent. *per annum* above the 3-month EURIBOR being the Euro-zone inter-bank offered rate for three-month Euro deposits, scheduled to be paid quarterly in arrear on 26 October, 26 January, 26 April and 26 July in each year (each a “**Floating Interest Payment Date**”), with the first floating interest payment date being 26 October 2034. Under certain circumstances described in § 3.1 (d) of the Terms and Conditions of the Notes (the “**Terms and Conditions**”) certain benchmark replacement provisions will apply in case the 3-month EURIBOR (or a successor benchmark) used as a reference for the calculation of interest amounts payable during the floating interest period under the Notes were to be discontinued or otherwise unavailable.

Under certain circumstances described in § 3.2 of the Terms and Conditions, interest payments on the Notes may be deferred at the option of the Issuer or will be required to be deferred.

The Notes are scheduled to be redeemed at the Redemption Amount (as defined in the Terms and Conditions) on the Floating Interest Payment Date falling on or nearest to 26 July 2054 (the “**Scheduled Maturity Date**”), provided that on such date the Conditions to Redemption (as defined in the Terms and Conditions) are met. If this is not the case, the Notes will only be redeemed on the first Floating Interest Payment date following the Scheduled Maturity Date on which the Conditions to Redemption are met. Under certain circumstances described in § 4 of the Terms and Conditions, the Notes may be subject to early redemption, always subject to the Conditions to Redemption being fulfilled.

This prospectus in respect of the Notes (the “**Prospectus**”) constitutes a prospectus within the meaning of Article 6.3 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (as amended, the “**Prospectus Regulation**”). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, in Luxembourg (“**CSSF**”) as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and gives no undertakings as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer in line with the provisions of article 6(4) of the Luxembourg act relating to prospectuses for securities (*loi relative aux prospectus pour valeurs mobilières*) dated 16 July 2019 (the “**Luxembourg Prospectus Law**”). Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the securities that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

This Prospectus will be valid until 8 January 2025 and may in this period be used for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to this Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply once the Notes have been admitted to trading on the regulated market of the Luxembourg Stock Exchange and at the latest upon expiry of the validity period of this Prospectus.

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

The Notes will initially be represented by a temporary global note in bearer form (the “**Temporary Global Note**”). Interests in a Temporary Global Note will be exchangeable, in whole or in part, for interest in a permanent global note (the “**Permanent Global Note**”, and together with the Temporary Global Note, the “**Global Notes**”) on or after the date 40 days after the later of the commencement of the offering and the Issue Date (the “**Exchange Date**”), upon certification as to non-U.S. beneficial ownership. The Global Notes will be deposited prior to the Issue Date with Clearstream Banking AG, Eschborn (“**Clearing System**”).

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

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

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. Investing in the Notes involves certain risks. Please review the section entitled “*Risk Factors*” beginning on page 7 of this Prospectus.

Joint Lead Managers

BofA Securities

Citigroup

Commerzbank

Crédit Agricole CIB

Deutsche Bank

Co-Lead Managers

BayernLB

BNP PARIBAS

HSBC

Helaba

Standard Chartered Bank

UniCredit

## RESPONSIBILITY STATEMENT

The Issuer with its registered office in Germany accepts responsibility for the information contained in this Prospectus and hereby declares that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and makes no omission likely to affect its import.

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

## NOTICE

No person is authorized to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorized by or on behalf of the Issuer or BofA Securities Europe SA, Citigroup Global Markets Europe AG, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank and Deutsche Bank Aktiengesellschaft (together, the “Joint Lead Managers”) and Bayerische Landesbank, BNP Paribas, HSBC Continental Europe, Landesbank Hessen-Thüringen Girozentrale, Standard Chartered Bank AG and UniCredit Bank GmbH (the “Co-Lead Managers” and together with the Joint Lead Managers, the “Managers”).

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

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

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

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

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

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

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

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

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

Some figures (including percentages) in the Prospectus have been rounded in accordance with commercial rounding.

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

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

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

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

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

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

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

## **SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION**

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

## **NOTICE TO ONTARIO INVESTORS**

The Notes may be sold only to purchasers in the Province of Ontario purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

## BENCHMARKS REGULATION: STATEMENT ON REGISTRATION OF BENCHMARK ADMINISTRATOR

Following the First Reset Date, amounts payable under the Notes are calculated by reference to the EURIBOR, which is provided by the EMMI. As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation.

## STABILIZATION

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

## FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements, including statements using the words “believes”, “anticipates”, “intends”, “expects” or other similar terms. This applies in particular to statements under the caption “*Description of Allianz SE and Allianz Group*” and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of Allianz SE. These forward-looking statements, including prospects or expectations, that are based on Allianz SE’s current views and assumptions are subject to a number of known and unknown risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of Allianz SE, to be materially different from or worse than those expressed or implied by these forward-looking statements. Deviations may arise due to changes in factors including, but not limited to, the following: (i) the general economic and competitive situation in the Allianz’s core business and core markets, (ii) the performance of financial markets (in particular market volatility, liquidity, and credit events), (iii) adverse publicity, regulatory actions or litigation with respect to the Allianz Group, other well-known companies and the financial services industry generally, (iv) the frequency and severity of insured loss events, including those resulting from natural catastrophes, and the development of loss expenses, (v) mortality and morbidity levels and trends, (vi) persistency levels, (vii) the extent of credit defaults, (viii) interest rate levels, (ix) currency exchange rates, most notably the EUR/USD exchange rate, (x) changes in laws and regulations, including tax regulations, (xi) the impact of acquisitions including and related integration issues and reorganization measures, and (xii) the general competitive conditions that, in each individual case, apply at a local, regional, national, and/or global level. Many of these changes can be exacerbated by acts of war or terrorism. Accordingly, investors are strongly advised to read the following sections of this Prospectus: “*Risk Factors*” and “*Description of Allianz SE and Allianz Group*”. These sections include more detailed descriptions of factors that might have an impact on Allianz Group’s business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuer nor the Managers assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

## ALTERNATIVE PERFORMANCE MEASURES

Certain terms used in this Prospectus and financial measures presented in the documents incorporated by reference are not recognized financial measures under International Financial Reporting Standards as adopted by the European Union (“**IFRS**”) (“**Alternative Performance Measures**”) and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Alternative Performance Measures are intended to supplement investors’ understanding of the Issuer’s financial information by providing measures which investors, financial analysts and management use to help evaluate the Issuer’s financial leverage and operating performance. The definition of the Alternative Performance Measures may vary from the definition of identically named alternative performance measures used by other companies. Special items which the Issuer does not believe to be indicative of on-going business performance are excluded from these calculations so that investors can better evaluate and analyze historical and future business trends on a consistent basis. Definitions of these Alternative Performance Measures may not be comparable to similar definitions used by other companies and are not a substitute for similar measures according to IFRS. For more information, see the section “*Alternative Performance Measures*” below.

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# RISK FACTORS

Allianz SE and the Allianz Group are exposed to a variety of risks, including market, credit, underwriting, business, operational, strategic, liquidity, and reputational risks. The following is a description of the material risk factors in relation to Allianz SE as Issuer and the Allianz Group in relation to the Notes. The realization of any of the risks described below may affect the ability of Allianz SE to fulfill its obligations and/or may adversely affect the market price of the Notes and can lead to losses for the holders of the Notes (the “**Noteholders**” and each a “**Noteholder**”). As a result, Noteholders are exposed to the risk of losing their investment in whole or in part. Additional risks not included in the risk factors below, e.g., because they are now deemed immaterial by or not currently known to Allianz SE or Allianz Group, may result in material risks in the future. This is in particular true with a view to rapid and unforeseen changes as may occur, for example, with geopolitical crises. Noteholders should be aware that Allianz SE as the ultimate parent of the Allianz Group may face the same risks as the Allianz Group.

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

## Risk factors relating to Allianz SE / Allianz Group

### I. MARKET RISKS

The market risks of the Allianz Group include equity risk, credit spread risk, interest rate risk, real estate and other alternative investment risk, currency risk and inflation risk. In our assessment, equity and credit spread risk are the most material risks for the Allianz Group in the category of market risks.

#### THE ALLIANZ GROUP IS EXPOSED TO EQUITY RISK.

The Allianz Group holds a significant equity portfolio. This portfolio is subject to volatility in equity markets affecting the market value and liquidity of these holdings. Investments are reviewed regularly for impairment, with write-downs to fair value charged to income if there is objective evidence that the cost may not be recovered. The Allianz Group holds interests in a number of financial institutions as part of its portfolios, which are particularly exposed to uncertain market conditions affecting the financial services sector generally.

In addition, the financial services industry is currently experiencing extraordinary pressure globally, involving occurrences of defaults, bankruptcies, ongoing developments within the global banking sector, restructurings, consolidations and liquidity constraints. This has been contributing to significant downward pressure on, and volatility in, share prices of many financial services institutions during the last few years. In prior years, the Allianz Group has incurred significant impairments on the value of the securities and other financial assets that it holds and there is the risk that the Allianz Group will also recognize significant impairments in the future, in particular in light of recent adverse developments in the financial services industry, which may have an adverse effect on the Allianz Group's earnings and on the Allianz Group's business and financial condition.

#### THE ALLIANZ GROUP IS EXPOSED TO CREDIT SPREAD RISK.

The Allianz Group holds a significant portfolio of fixed-income assets such as bonds. The value of this portfolio changes in case of moving credit spreads. It may lose value if credit spreads widen. This may happen in case the perception of risk in the market changes, i.e., investors demand higher compensation for taking on risks, which can happen for several reasons, for example, following a political crisis, an economic recession or changed monetary policy.

#### THE ALLIANZ GROUP IS EXPOSED TO INTEREST RATE RISK.

Changes in prevailing interest rates (including changes in the difference between the levels of prevailing short- and long-term rates) may adversely affect the Allianz Group's insurance, asset management, corporate and other results.

An increase in interest rates, as experienced since 2022, could substantially decrease the value of the Allianz Group's fixed-income portfolio, and any unexpected change in interest rates could materially adversely affect the Allianz Group's bond and interest rate derivative positions.

Assets and liabilities from an Allianz Group perspective are not necessarily matched in terms of interest rate sensitivities and therefore any significant change in interest rates could materially adversely affect the Allianz Group's bond and interest rate derivative positions and the fair value of liabilities. A change in prevailing interest rates and higher interest rate volatility may accordingly have a negative impact on the capitalization of the Allianz Group. Consequently, changes in the level and volatility of interest rates may adversely affect our Solvency II capitalization and solvency capital ratio.

Results of the Allianz Group's asset management business may also be affected by movements in interest rates, as management fees are generally based on the value of assets under management, which fluctuate with changes in the level of interest rates.

Changes in interest rates will impact the Allianz Group's Life/Health business to the extent they result in changes to current interest income, impact the value of the Allianz Group's fixed-income portfolio and the fair value of the liabilities and affect the levels of new product sales or surrenders of business in force. Reductions in the effective investment income below the rates prevailing at the issue date of the policy, or below the long-term guarantees in countries such as Germany and Switzerland, would reduce the profit margins or lead to losses on the Life/Health insurance business written by the Allianz Group's Life/Health subsidiaries to the extent the maturity composition of the assets does not match the maturity composition of the insurance obligations they are backing. In particular, persistent low interest rates such as those that prevailed during the last decade until they began to rise in 2022, will decrease the effective investment income over time due to reducing reinvestment yields. Similarly, reductions in the effective investment income of the fixed income trust assets backing the Allianz Group's pension reserves may lead to deficits of the internal pension plans, and these deficits would have to be covered by the Allianz Group. Interest rate volatility risk could substantially impact the economic capitalization in a low interest rate environment, as long-term guarantees in Life/Health business increase in value.

The interest rate risks described above may have an adverse effect on the Allianz Group's business, financial condition and results of operations.

### **THE ALLIANZ GROUP IS EXPOSED TO REAL ESTATE AND OTHER ALTERNATIVE INVESTMENT RISK.**

The Allianz Group holds a significant alternative investments portfolio. Alternative investments include real estate, private equity, renewable energy and infrastructure investments. These investments are subject to volatility in real estate, equity and alternative investment markets affecting the market value and liquidity of these holdings and are generally covered by either the real estate or the equity risk capital modelling depending on their characteristics. Investments are reviewed regularly for impairment, with write-downs to fair value charged to income if there is objective evidence that the cost may not be recovered.

In prior years, the Allianz Group has incurred significant impairments on the value of the assets that it holds, and there is the risk that the Allianz Group will also recognize significant impairments in the future, which may have an adverse effect on the Allianz Group's earnings, the Allianz Group's business and its financial condition. In addition, rapidly rising interest rates as well as the introduction of new working models following the Covid-19 pandemic have put property markets under pressure, leading to negative reevaluation of underlying investments and adverse impact on our capitalization.

### **THE ALLIANZ GROUP IS EXPOSED TO CURRENCY RISK.**

The Allianz Group prepares its consolidated financial statements in euro. However, a significant portion of the revenues and expenses from the Allianz Group companies outside the euro zone, originates in currencies other than the euro. As a result, although the Allianz Group's non-euro zone subsidiaries generally record their revenues and expenses in the same currency, changes in the exchange rates used to translate foreign currencies into euro may adversely affect the Allianz Group's results of operations and the net asset value of subsidiaries from an Allianz Group perspective.

### **THE ALLIANZ GROUP IS EXPOSED TO INFLATION RISK.**

Allianz Group is exposed to changing inflation rates, predominantly due to the Non-Life insurance obligations but also due to inflation-indexed internal pension obligations and obligations under life and health insurance contracts. In addition, high inflation rates in some regions where Allianz entities operate may adversely impact the performance of these entities. Inflation causes increases in both claims and expenses, leading to greater liabilities and payments to policyholders. In particular, ongoing high inflation has the potential to increase Non-Life insurance liabilities further in particular for long-tail business where persisting inflation may adversely impact costs beyond current expectations. Moreover, a growth in property exposures and higher inflation in construction prices (e.g., increasing inflation-driven costs in the home repair insurance) can increase the loss potential from natural catastrophes and other accumulation scenarios.

## **II. CREDIT RISKS**

The Allianz Group companies are subject to a potential economic loss in the value of their portfolio that would result from either changes in the credit quality of counterparties ("migration risk") or the inability or unwillingness of a counterparty to fulfill contractual obligations ("default risk"). Allianz Group's credit risk profile is derived from three sources:

- Investment portfolio: Credit risk results from Allianz Group's investments in fixed-income bonds, loans, derivatives, cash positions, and receivables whose value may decrease depending on the credit quality of the obligor. As a result, defaults by one or more of these parties on their obligations to the Allianz Group companies due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons, or even rumors about potential defaults by one or more of these parties or regarding the financial services industry generally, could lead to losses or defaults by the Allianz Group companies or by other institutions. In addition, with respect to secured transactions, the Allianz Group companies' credit risk may be exacerbated when the collateral held by them cannot be realized or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure. The Allianz Group companies also have exposure to a number of financial institutions in the form of unsecured debt instruments, derivative transactions and equity investments. Losses on or impairments to the carrying value of these assets may materially and adversely affect the Allianz Group's business or results of operations. In our assessment, the credit risk related to the investment portfolio of the Allianz Group is the most material risk in the category of credit risk.



- Credit insurance: Credit risk arises from potential claim payments on limits granted by Allianz Trade to its policyholders. Allianz Trade insures its policyholders from credit risk associated with short-term trade credits advanced to clients of the policyholder. If the client of the policyholder is unable to meet its payment obligations, Allianz Trade indemnifies the loss to the policyholder.
- Reinsurance: The Allianz Group transfers exposure to certain risks in the Property-Casualty and Life/Health insurance businesses to others through reinsurance arrangements. Under these arrangements, other insurers assume a portion of the Allianz Group's losses and expenses associated with reported and unreported losses in exchange for a portion of policy premiums. Credit risk arises from potential losses from non-recoverability of reinsurance receivables or due to default on benefits under in-force reinsurance treaties.

If any of the above-mentioned risks materialize, this may materially and adversely affect the Allianz Group's business or results of operations. In prior years the Allianz Group has incurred significant impairments on the value of the securities and other financial assets that it holds, and there is the risk that the Allianz Group will recognize significant impairments in the future again, which may have an adverse effect on the Allianz Group's earnings and on the Allianz Group's business and its financial condition.

### III. UNDERWRITING RISK OF THE ALLIANZ GROUP

Underwriting risk consists of premium and reserve risks in the Property-Casualty business segment as well as biometric risks in the Life/Health business segment. In our assessment, the underwriting risk related to the Property-Casualty business is the most material in this category.

#### UNDERWRITING RISK RELATED TO PROPERTY-CASUALTY BUSINESS

Our Property-Casualty insurance businesses are exposed to premium risk-related adverse developments in the current year's new and renewed business as well as to reserve risks related to the business in force. Premium risk represents the risk that actual claims for the business in the current year develop adversely relative to the expected ratio of claims costs relative to premiums earned. Reserve risk represents the risk of adverse developments in best-estimate reserves over a one-year time horizon, resulting from fluctuations in the timing and/or amount of claims settlement.

Loss reserves for the Allianz Group's Property-Casualty insurance and reinsurance policies are based on estimates as to claims liabilities. Adverse developments relating to claims – for example, due to uncertainties arising from higher than assumed inflation, permanently evolving underwriting cyber risks or from the ongoing potential for additional costs from claims related to Covid-19, could lead to further reserve additions and materially adversely impact the Allianz Group's results of operations. In accordance with industry practice, accounting and regulatory requirements, the Allianz Group establishes reserves for losses and loss adjustment expenses related to its Property-Casualty insurance and reinsurance businesses, including Property-Casualty business in run-off. Reserves are based on estimates of future payments that will be made in respect of claims, including expenses relating to such claims, and are subject to change due to a number of variables that affect the ultimate cost of claims, such as exchange rates, changes in the legal environment and results of litigation as well as effects closely related to (super-imposed, i.e., price increases beyond the wage and earning index) inflation, in particular if the accelerated inflation experienced worldwide in 2022 remains at elevated levels for a long period, that may adversely affect costs of repairs and medical costs. The Allianz Group's reserves for asbestos and environmental and other latent claims are particularly subject to such variables. Established loss reserves estimates are periodically adjusted in the ordinary course of settlement, using the most current information available to management, and any adjustments resulting from changes in reserve estimates are reflected in current results of operations.

To the extent that the Allianz Group's actual claims experience is less favorable than the underlying assumptions used in setting the prices for products and establishing reserves, the Allianz Group may be required to increase its reserves, which may materially adversely affect its results of operations. On a quarterly basis, Allianz Group monitors reserve levels, movements and trends. This monitoring is conducted on the basis of quarterly data submitted by the subsidiaries as well as through frequent dialogue with local actuaries. However, ultimate losses may materially exceed the established reserves and have a material adverse effect on the Allianz Group's results of operations.

Allianz Group is exposed to various sources of premium risk such as natural catastrophes, terror events and non-catastrophic events including man-made losses. Allianz Group's Property-Casualty insurance covers to a large extent losses from major unpredictable events like natural catastrophes (e.g., hurricanes, earthquakes, floods) and man-made events (e.g., fires, industrial explosions, cyberattacks) but also acts of terror. The likelihood of such events can change due to natural climate cycles as well as due to climate change impacts, changes in the portfolios, but also through a changing market, evolving nature of underlying risks or geopolitical environment. Consequently, geopolitical tensions may increase the risk of terror losses significantly in some regions. Also, increasing urbanization and increasing concentration of industrial facilities in natural catastrophe prone regions has increased losses over the past years, a trend that is expected to continue and even to accelerate in the long-term driven by developing climate changes. In addition, increasing digitalization introduces new risks in regard to cybercrime, e.g. manipulation of software or loss of sensitive data. However, the incidence and severity of all these catastrophes in any given period are inherently unpredictable. All risk models are subject to uncertainty arising from both scientific and management assumptions as well as underlying data.

The Allianz Group monitors its overall exposure to catastrophes and other unpredictable events in each geographic region and each of the Allianz Group's subsidiaries within the Allianz Group's limit framework. In addition, local entities have implemented their own underwriting limits related to insurance coverage for losses from catastrophic events. However, a series of unlikely catastrophes in a year may result in unusually high levels of losses with a material adverse effect on the Allianz Group's financial position or results of operations.

Furthermore, the occurrence of extreme large-scale natural catastrophes, pandemics and man-made disasters (e.g., terror or cyber events) can have a negative impact on local or even global economy in general, and capital markets in particular, and thus also on the Allianz Group's financial position and results of operations.

## **UNDERWRITING RISK RELATED TO LIFE-HEALTH BUSINESS**

Underwriting risks in our Life/Health operations (biometric risks) include mortality, disability, morbidity, and longevity risks. Mortality, disability, and morbidity risks are associated with the unexpected increase in the occurrence of death, disability, or medical claims. Longevity risk is the risk that the reserves covering life annuities and group pension products might not be sufficient due to longer life expectancies of the insured. Life/Health underwriting risk arises from profitability being lower than expected. As profitability calculations are based on several parameters – such as historical loss information and assumptions on inflation, mortality, or morbidity – realized parameters may differ from the ones used for underwriting. For example, higher-than-expected inflation may lead to higher medical claims in the future.

The assumptions the Allianz Group makes in assessing its Life/Health insurance reserves may differ from what the Allianz Group may experience in the future. The Allianz Group derives its Life/Health insurance reserves using “best estimate” actuarial practices and assumptions. These assumptions include the assessment of the long-term development of interest rates, investment returns, the allocation of investments between equity, fixed-income and other categories, policyholder bonus rates (some of which are guaranteed), mortality and morbidity rates, policyholder lapses and future expense levels. The Allianz Group monitors its actual experience of these assumptions, and to the extent that it considers that this experience will continue in the longer term it refines its long-term assumptions. Similarly, estimates of the Allianz Group's own pension obligations necessarily depend on assumptions concerning future actuarial, demographic, macroeconomic and financial markets developments. Changes in any such assumptions may lead to changes in the estimates of Life/Health insurance reserves or pension obligations.

The Allianz Group companies have a significant portfolio of contracts with guaranteed investment returns, including endowment and annuity products for the German market as well as certain guaranteed contracts in other markets. The amounts payable by the Allianz Group companies at maturity of an endowment policy in Germany and in certain other markets include a “guaranteed benefit”, an amount that, in practice, is equal to a legally mandated minimum rate of return on actuarial reserves. If interest rates revert to a negative trend or remain at historically low levels for a long period, the Allianz Group could be required to provide additional funds to the Allianz Group's Life/Health subsidiaries to support their obligations in respect of products with higher guaranteed returns or their pension obligations, or increase reserves in respect of such products, which could in turn have a material adverse effect on the Allianz Group's results of operations.

In the United States, in particular in the variable and fixed-indexed annuity products, and to a lesser extent in Europe and Asia, the Allianz Group has a portfolio of contracts where policyholder crediting is contractually tied to equity market performance. The Allianz Group's hedging arrangements (if any) may not cover the returns due to policyholders or may increase corresponding costs during prolonged volatile markets, which could in turn have a material adverse effect on the Allianz Group's results of operations.

## **IV. BUSINESS RISKS**

### **ALLIANZ GROUP IS EXPOSED TO BUSINESS RISKS WHICH INCLUDE COST RISKS AND POLICYHOLDER BEHAVIOR RISKS.**

Business risks include cost risks and policyholder behavior risks and are mostly driven by the Life/Health business and to a lesser extent by the Property-Casualty business. In our assessment, cost and policyholder behavior risks are the most material risk factors in the category of business risks. Cost risks are associated with the risk that expenses incurred in administering policies are higher than expected or that new business volume decreases to a level that does not allow Allianz Group to absorb its fixed costs. Policyholder behavior risks are risks related to the unpredictable, adverse behavior of policyholders in exercising their contractual options, typically associated with major market and economic changes, including for example the early termination of contracts, surrenders, partial withdrawals, renewals, and annuity take-up options. For example in an event of mass savings policy lapses, e.g., if customers decide to switch to higher-yielding bank products, Allianz Group could be forced to sell bonds at a loss, since high interest rates may cause significant unrealized losses in held fixed income portfolios.

Allianz Group is exposed to business risks attributable primarily to the Life/Health business segment. Business risk is measured relative to baseline plans. Assumptions on policyholder behavior are set in line with accepted actuarial methods and are based on own historical and industry-wide data or expert judgement. A risk for Allianz Group may arise when underlying business risk assumptions deviate from their development in reality.

### **GERMAN LIFE INSURANCE UNDERTAKINGS OF THE ALLIANZ GROUP MAY HAVE INCREASED OBLIGATIONS UNDER THE GERMAN POLICY HOLDER PROTECTION SCHEME FOR LIFE INSURERS (PROTEKTOR).**

German life insurance undertakings of the Allianz Group are members of the German policy holder protection scheme for life insurers (“Protektor”). In case of an adverse development of the situation of German life insurance companies outside Allianz Group, German life insurance undertakings of the Allianz Group may be required, in line with German regulation and the contract between these undertakings and Protektor, to make substantial contributions to Protektor that are considerably higher than at the current moment.

## **IF THE ALLIANZ GROUP'S ASSET MANAGEMENT BUSINESS UNDERPERFORMS, IT MAY EXPERIENCE A DECLINE IN ASSETS UNDER MANAGEMENT, RELATED FEE INCOME AND A REDUCTION OF PERFORMANCE FEES.**

While the assets under management in the Allianz Group's Asset Management segment include a significant amount of funds related to the Allianz Group's insurance operations, third-party assets under management ("AUM") represent the majority.

Results of the Allianz Group's asset management activities are driven by variations in management and performance fees. Background for such variations may be AUM-movements which are induced by valuation changes resulting from market movements. In addition, AUM may fluctuate due to net flows which can be attributed to the relative performance of Allianz Group's investment activities compared to competitors and benchmarks. Moreover, the result of Allianz Group's asset management business can potentially be impacted by adverse credit or operational loss events including reputational damage, if any.

## **V. LEGAL AND REGULATORY RISK**

### **THE ALLIANZ GROUP'S BUSINESS MAY BE NEGATIVELY AFFECTED BY ADVERSE PUBLICITY, REGULATORY ACTIONS OR LITIGATION WITH RESPECT TO THE ALLIANZ GROUP, OTHER WELL-KNOWN COMPANIES AND THE FINANCIAL SERVICES INDUSTRY GENERALLY.**

Adverse publicity and damage to the Allianz Group's reputation might arise from financial reporting irregularities or compliance irregularities, data protection irregularities, involving Allianz Group or other large and well-known companies, inconsistent application of regulatory requirements with respect to information technology and information security, increasing regulatory and law enforcement scrutiny of "know your customer", sanctions, anti-money laundering, anti-corruption and anti-terrorist-financing procedures and their effectiveness, and regulatory investigations of the asset management, banking and insurance industries or other regulatory actions. Any of the above could also lead to increased regulatory supervision, an additional risk capital requirement imposed by the regulator, affect the Allianz Group's ability to attract and retain customers, impair the ability to make distributions on own-fund items and access to the capital markets or have other adverse effects on the Allianz Group in ways that are not predictable.

The Allianz Group companies are involved in legal, regulatory, and arbitration proceedings in Germany and a number of foreign jurisdictions, including the United States. Such proceedings arise in the ordinary course of our business, including, among others, our activities as an insurance, banking and asset management company, employer, investor and taxpayer. While it is not feasible to predict or determine the ultimate outcome of such proceedings, they may result in substantial damages or other payments or penalties or result in adverse publicity and damage to the Allianz Group's reputation. As a result, such proceedings could have an adverse effect on the Allianz Group's business, financial condition and results of operations. For more information on certain legal proceedings involving the Allianz Group, see "*Description of Allianz SE and Allianz Group—Legal and Arbitration Proceedings*".

### **CHANGES IN EXISTING, OR NEW, LAWS AND REGULATIONS, OR ENFORCEMENT INITIATIVES IN RESPECT THEREOF, IN THE COUNTRIES IN WHICH THE ALLIANZ GROUP COMPANIES OPERATE MAY MATERIALLY IMPACT THE ALLIANZ GROUP AND COULD ADVERSELY AFFECT THE ALLIANZ GROUP'S BUSINESS.**

The Allianz Group's insurance, asset management and banking businesses as well as the financial steering activities of Allianz SE are subject to detailed, comprehensive laws and regulations as well as supervision in all the countries in which the Allianz Group companies do business.

Regulatory authorities have broad administrative power over many aspects of the insurance and financial services business, affecting *inter alia* requirements relating to liquidity, capital adequacy, permitted investments, corporate governance, business conduct, anti-money laundering and "know your customer" processes, privacy and data protection, information technology and information security, digital operational resilience, record keeping, marketing and distribution practices as well as determining which transactions with countries and individuals are subject to sanctions or otherwise blacklisted. In addition, regulators from multiple jurisdictions are increasing their focus on product transparency, suitability and the prevention of improper sales advice, going beyond compliance to prevailing laws and regulations and setting new standards by precedent. Currently, a particular focus of regulators and legislators as regards the financial industry is ESG regulation. Therefore it is likely that reputational and financial risks stemming from regulatory disciplinary actions may increase. Failure to comply with any laws and regulations could lead to disciplinary action, the imposition of fines and/or revocation of a license, permission or authorization necessary for the conduct of our business or civil or criminal liability, all or any of which could have a materially adverse effect on our business, revenues, results and financial condition.

In addition, insurance, banking and other financial services laws, regulations and policies currently governing Allianz SE and its subsidiaries may change at any time in ways which have an adverse effect on the Allianz Group's business.

Changes in existing laws and regulations, or in their interpretation by the authorities, may affect the tax burden and the capital requirements of Allianz SE and Allianz Group and the way in which the Allianz Group companies conduct their business and the products they may offer. Governments, regulatory authorities and others have made and continue to make proposals to reform the regulatory framework for the financial services industry to enhance its resilience against future crises and to enhance consumer protection. Proposals include, among others, requests for more stringent regulatory capital (e.g., potentially higher capital requirements for specific investments exposed to market risk in context of the "Prudential Treatment of Sustainability Risk" consultation by EIOPA) and liquidity standards, updates in Solvency II Pillar 3 reporting requirements

including consideration of a full dividend accrual in the quarterly reporting – deviating from current quarterly incremental accrual approach and resulting in artificial reduction of intra-year Solvency II capitalization, regulation of specific types of business perceived as inherently risky and expansion of the resolution powers of regulators. It is possible that the future regulatory framework for the financial industry may change. This could result from the latest review of European Directive 2009/138/EC (“Solvency II”), as provisionally agreed by EU legislators on 13 December 2023 in the trilogue negotiations and expected to apply from 1 January 2026, including the treatment of specific companies with respect to third country equivalence or the “deduction and aggregation” methodology. EU legislators have further provisionally agreed on 14 December 2023 in the trilogue negotiations based upon the European Commission’s proposal from 22 September 2021, the Insurance Recovery and Resolution Directive (the “IRRd” and such proposal hereinafter referred to as the “Draft IRRd”), which may impact Allianz Group’s capitalization and convey certain new powers to regulatory authorities in case of a financial deterioration of Allianz SE or the Allianz Group although the timing and details of the IRRd implementation in Germany are currently unknown. In addition, it is unclear how the Common Framework for the Supervision of Internationally Active Insurance Groups (“Comframe”) of the International Association of Insurance Supervisors (“IAIS”) will finally be implemented in the European Union. Effects of the regulatory changes on the Allianz Group may range from additional administrative cost to implement and comply with new rules to increased cost of capital and a materially adverse effect on the Allianz Group’s business, results of operation and prospects. Finally, the potential for a multiplicity of different regulatory regimes, capital standards and reporting requirements will increase operational complexity and costs.

Regulators are increasingly focused on promoting the protection of customer/client information and the integrity of information technology systems of regulated firms, utilizing data protection regulations such as the EU General Data Protection Regulation (Regulation (EU) 2016/679) (the “EU GDPR”) and the cyber laws of individual states of the United States that have been adopted based in part on the Insurance Data Security Model Law developed by the National Association of Insurance Commissioners (“NAIC”). These initiatives increase the risk of potential liability and could lead to more conservative approaches to the sharing of data, which in turn could impact assessments of risks. Increased regulatory activity may also include greater scrutiny of personal data processing within the insurance sector, which may give rise to regulatory intervention and reputational harm. Failure to comply with applicable regulations may expose us to significant regulatory fines (for example, the maximum fine for non-compliance with certain EU GDPR requirements would be up to € 20 million or 4% of our global turnover (whichever is greater)), damages claims and reputational damage.

The Allianz Group is further subject to antitrust regulation in the European Union and other jurisdictions and is therefore exposed to risks regarding related enforcement actions and damage claims. A finding of an infringement of antitrust regulations could adversely affect the Allianz Group in a variety of ways, including significant fines (based, among other factors, on the value of the relevant sales); private enforcement claims by third parties, such as customers and/or competitors; changes in business practices that may result in reduced revenues and/or margins; and reputational damage.

Governments in jurisdictions in which the Allianz Group does business may consider changes to tax laws – for example, the “minimum effective tax rate” rules as part of the OECD / G20’s initiative to address tax challenges associated with the digitalization of the economy – which may adversely affect the attractiveness of certain of the Allianz Group’s products; if enacted, such changes could result in a significant reduction in the sale of such products.

## REGULATORY ACTIONS IN CASE OF A BREACH OF REGULATORY CAPITAL REQUIREMENTS.

In the event of a failure by Allianz SE or the Allianz Group to meet regulatory capital requirements, regulators have broad authority to take various regulatory actions including limiting or prohibiting the writing of new business, prohibiting payment of dividends or coupon payments and suspending repayments of senior and subordinated debt. A breach of regulatory capital requirements or a reduction of solvency ratios by subsidiaries may result in Allianz SE injecting capital into its subsidiaries which could in turn adversely affect Allianz SE’s own financial position and risk exposure. Regulatory restrictions can reduce Allianz SE’s ability to move capital within Allianz Group which in turn can adversely affect the liquidity and financial position of Allianz SE and the Allianz Group. Under the Solvency II regime, the powers of intervention of supervisory authorities with respect to reinsurers like Allianz SE are extensive and, in particular, allow for a restriction on all payments (in particular, payments under the Notes or the Guarantee, if any) in a potential crisis.

Such powers are proposed to be extended in the current review of Solvency II and the IRRd, namely by introducing macroprudential intervention powers and early intervention powers, which may be available to supervisory or other authorities before or without a breach of regulatory capital requirements, and resolution powers of the resolution authority. However, the texts have not yet been published in final form following political agreement in December 2023, and accordingly, it is not yet possible to assess the full impact of the amendment of Solvency II and the IRRd or any German legislation implementing the respective provisions.

## VI. INTERNAL CONTROL RISK AND OTHER OPERATIONAL RISK

The Allianz Group has an internal risk and control system for verifying and monitoring its operating activities and business processes, in particular financial reporting, as well as compliance with regulatory requirements. There can be no assurance that this internal risk and control system fully protects the Allianz Group against material misstatements in its public reporting and other disclosure (including, but not limited to, as a result of the operational risks described below), that it is adequate to prevent, discover and remediate breaches of laws or that it will be adequate for an enterprise of the Allianz Group’s scale and complexity. Any failure to effectively prevent, identify or address violations of our legal obligations as

a result of inadequate internal controls, procedures, compliance systems and risk management systems could result in penalties and other sanctions, liabilities, the assertion of damages claims by third parties, and reputational damage, each of which could materially and adversely affect our financial condition and results of operations.

The Allianz Group is exposed to operational risks resulting from inadequate or failed internal processes, human errors, system failures, and external events that can stem from a wide variety of sources such as:

- Potential losses due to a failure to meet a professional obligation or from the design of a product. Examples include mis-selling and other illegal or unethical sales practices, non-compliance with internal or external requirements related to products, employee fraud and other misconduct, antitrust behavior, data protection, sanctions and embargoes, etc. These losses tend to be of a lower frequency but with a potentially high financial impact.
- Potential losses arising from transaction or process management failures. Examples include interest and penalties from non-payment or under-payment of taxes or losses associated with broker and agent distribution processes. These losses tend to be of a relatively higher frequency but with little financial impact (although single large loss events can occur).
- Other operational risks, including, for example, internal or external fraud, financial misstatement risk, a breach of cybersecurity incident causing business disruption or fines, a potential failure at Allianz Group's outsourcing partners causing a disruption to its working environment. For example, the Allianz Group relies on complex IT systems and could suffer financial losses, a disruption of its businesses, liabilities to clients, regulatory interventions or reputational damage in case of events such as operational errors, software and hardware errors, power blackouts, damage, computer viruses, terrorist or other acts of sabotage as well as other internal or external threats. Operational risks also include legal and compliance risks.

## VII. OTHER RISKS

Other risks include geopolitical risk as well as strategic, liquidity, and reputational risk. In our assessment, geopolitical risk is the most material risk in this category.

### GEOPOLITICAL RISK

Geopolitical risk intensified significantly at the beginning of 2022 with the Russian military invasion in Ukraine. Political tension between China and Taiwan, combined with potential spillover effects on the worldwide economic and political situation can further elevate geopolitical risks. In addition, the current conflict in Israel and Gaza has the potential to dramatically unfold into a larger-scale war involving other countries and result in, currently, a variety of unpredicted effects such as supply chain/service disruptions, increase in energy prices, financial market volatility, social tension far beyond the borders of this conflict etc.

The immediate impact of the Russian aggression on energy and raw material prices was substantial, and further aggravated the fears of a sustained rise in inflation that was already prevalent then due to (i) the disruption of global supply chains due to the Covid-19 pandemic, and (ii) the increased tendency to limit international trade flows via tariffs that has occurred in several countries in recent years. As a consequence of the war in Ukraine, volatility of financial asset prices of equity and debt instruments, as well as of other traded assets, increased substantially. The economic sanctions against Russia and Belarus that were imposed by the United States, the European Union, other NATO members or other Western states following the invasion may continue to materially disrupt the Russian and Belarusian economies, their public finances and their financial systems, with corresponding adverse effects on the global economy and the global financial system.

The risk of further escalation of both the military conflict as well as the political reaction thereto is high. Any further counter-sanctions imposed by Russia and Belarus against Western states may trigger a reaction by the affected countries, including an expansion of the scope and extent of sanctions already imposed on Russia and Belarus. In addition, following Russia's invasion of Ukraine, cyberattacks against Ukraine have already occurred and reported, and there is an increased likelihood of Russian state-approved or even state-sponsored cyberattacks on critical infrastructure in Western countries. Should such attacks occur, a response by Western states potentially leading to outright cyberwar cannot be ruled out. Further military escalation is possible, and a direct conflict of Russia with other countries cannot be ruled out.

As a consequence of the crisis and its potential escalation, a revision of the growth outlook for the international economies is expected, and there is a significant risk of (i) persistent lower and / or volatile equity market valuations, (ii) widening bond credit spreads (including for bonds issued by corporates, financial institutions and governments), (iii) a rise in credit defaults, and (iv) generally higher price volatility and inflation rates, and uncertainty across all asset classes. The ultimate impact of this potentially escalating political and military conflict are unpredictable, but could be material and adverse for the Allianz Group.

The Allianz Group was immediately and directly impacted by the Russian invasion of Ukraine and the international response in 2022, through the following exposures:

- Allianz Group's participations in entities based in Russia, Belarus and Ukraine;
- Allianz Group's proprietary investments in these countries; and
- Insurance policies underwritten by Allianz Group, in particular, through its global lines of business (AGCS, Allianz Partners, Allianz Trade), for example, credit insurance and aviation insurance policies.

On 3 June 2022, the Allianz Group announced to dispose of 50 % plus one share in its Russian business operations to Interholding LLC, Moscow, the owner of Russian Property and Casualty insurer Zetta Insurance Company Ltd., Moscow. The transaction was completed in May 2023. In 2022, an IFRS 5 impairment loss of € 28 million has been recognized in connection with this transaction. In the fourth quarter of 2022, an onerous contract provision (included in other liabilities) of € 409 million for the expected disposal loss has been recognized, mainly due to the cumulative losses of € 367 million related to this disposal group that are reported in other comprehensive income as of 31 December 2022, largely driven by foreign exchange losses from the past.

Allianz Group is not underwriting new insurance business in Russia and has reduced its exposure. Allianz Group will not invest in Russia or Belarus for the foreseeable future. However, Allianz Group may also be impacted by any further escalation or prolonged continuation of the military or political conflict, e.g. to the extent it led to persistently high inflation, a lasting energy crisis and/or a severe global recession, in which case a substantially negative impact on Allianz Group entities in countries beyond Russia or Ukraine cannot be ruled out. Such potential impact could relate to the Allianz Group's underwriting result, the value of its investments due to increased financial market volatility, as well as threats to general business continuity, any of which could have a material adverse effect on Allianz Group's business, financial condition or results of operations. Additional risks include the possibility of cyberattacks against financial institutions including the members of Allianz Group.

Further, the Allianz Group is also indirectly affected by the conflict, given the more general impact on international financial markets as well as on customers of and suppliers to Allianz SE.

In light of the foregoing, it is likely that the crisis will continue to lead to significant impairments on the value of the relevant participations and investments of the Allianz Group. As of the date of this Prospectus and thereafter, the crisis may continue to have further adverse effects on the business and financial results of Allianz Group that cannot be estimated at this time.

## REPUTATIONAL RISK

Allianz Group's reputation as a well-respected and socially aware provider of financial services is influenced by its behavior in a range of areas such as product quality, corporate governance, financial performance, customer service, employee relations, intellectual capital, and corporate responsibility. Environmental, Social and Governance (ESG) issues, in particular, may emerge in all risk categories. Improper identification or integration of ESG aspects into core investment and insurance activities may increase Allianz Group's reputational risks or even lead to unexpected economic losses.

Any failure to meet the high standards Allianz Group has set for itself can lead to adverse publicity and damage the Allianz Group's reputation and trigger increased regulatory supervision, affect the Allianz Group's ability to attract and retain customers, impair access to the capital markets or have other adverse effects on the Allianz Group in ways that are not predictable. Reputational risk is the risk of an unexpected drop in the value of the Allianz SE share price, the value of the in-force business, or the value of future business caused by a decline in the reputation in external stakeholders' judgement.

## STRATEGIC RISK

Strategic risk is the risk of a decrease in Allianz Group's value arising from adverse management decisions on business strategies and their implementation. Strategic risks are identified and evaluated as part of the Allianz Group's Top Risk Assessment process and discussed in various Board of Management-level committees (e.g., Group Finance and Risk Committee). Allianz Group also monitors market and competitive conditions, capital market requirements and regulatory conditions, to decide if strategic adjustments are necessary.

Strategic risk includes, in particular, risks associated with the fact that the markets in which the Allianz Group operates are generally quite competitive. This basically applies to all of the Allianz Group's primary business areas, i.e., insurance, asset management and banking businesses. Key factors affecting competition in these areas include price, product features, commission structures, financial strength, claims-paying ability, ratings, administrative performance, support services and name recognition.

In particular, the Allianz Group's more mature insurance markets (e.g., Germany, France, Italy and the United States) are highly competitive. In recent years, the Allianz Group has also experienced increasing competition in emerging markets, as large insurance companies and other financial services providers have also entered these markets to participate in their high growth potential. In addition, local institutions have become more experienced and have established strategic relationships, alliances or mergers also with the Allianz Group's competitors. Furthermore, new competitors from the technology segment may increase their market share or sustainably shape the way how the insurance sector operates. Downturns in the economies of these markets might even increase the competitive pressure, potentially resulting in lower margins or business volumes for the Allianz Group.

If the Allianz Group fails to offer attractive products and services suitable to changing consumer demands, technological trends and regulation, revenues could be materially adversely affected and the Allianz Group may lose market shares in important areas of the Allianz Group's business, which might also have a material adverse impact on the Allianz Group. In addition, ongoing pricing pressure in certain highly competitive markets may negatively impact the Allianz Group's profitability.

Strategic risk also comprises the risk of disruption or weak fulfillment of the business strategy and lost opportunities for operating profit benefits due to poor governance or execution of transformation programmes. Moreover, strategic risk also includes the risk that acquisitions by the Allianz

Group can have adverse effects on its financial position and results of operations. A variety of factors, which vary with the nature of the underlying transaction, that are partially or entirely beyond the Allianz Group's control could cause actual business results of the acquired undertakings being materially different from what was initially expected, and any synergies due to the acquisition, therefore, could, as a result, be materially smaller or realized at a later stage than initially expected.

## LIQUIDITY RISK

Liquidity risk is the risk that current or future payment obligations cannot be met or can only be met on the basis of adversely altered conditions. Liquidity risk can arise primarily if there are mismatches in the timing of cash in- and out-flows.

Allianz Group's operating entities manage liquidity risk locally, using asset/liability management systems designed to ensure that assets and liabilities are adequately matched. The major sources of liquidity for operational activities are primary and reinsurance premiums received, reinsurance receivables collected, investment income, and proceeds generated from the maturity or sale of investments. These funds are mainly used to pay claims arising from the Property-Casualty insurance business and related expenses, life policy benefits, surrenders and cancellations, acquisition costs, and operating costs.

The main sources of liquidity available for Allianz SE are dividends received from subsidiaries and funding provided by capital markets. Liquidity resources are readily available assets – specifically cash, money market investments, and highly liquid government bonds. Allianz SE's funds are primarily used for principal and interest payments on debt funding, operating costs, internal and external growth investments, and distributions to shareholders. Allianz SE's access to external funds depends on various factors such as capital market conditions, access to credit facilities, credit ratings, and credit capacity as well as the possibility that customers or lenders could develop a negative perception of the Allianz Group's long- or short-term financial prospects or negative actions by regulators or rating agencies. The financing of the Allianz Group's activities includes, among other means, funding through commercial paper facilities and medium- and long-term debt issuances. A break-down of such markets such as in the last global financial crisis and recent disruptions in the financial markets (including as a result of rising interest rates, bank failures or other macro-economic conditions) could have a materially adverse impact on the availability and cost of funding as well as on the refinancing structure of the Allianz Group, e.g., due to dividend restrictions triggered by adverse capital market developments.

The overall liquidity of Allianz Group's insurance operations depends on capital market developments, interest rate levels, and the ability to realize the market value of the investment portfolio to meet insurance claims and policyholder benefits. Other factors affecting the liquidity of the Property-Casualty insurance operations include the timing, frequency, and severity of losses underlying the policies and policy renewal rates. In Life operations, liquidity needs are generally influenced by trends in actual mortality rates compared to the assumptions underlying the life insurance reserves. Market returns, crediting rates, and the behavior of life insurance clients – for example, regarding the level of surrenders and withdrawals, e.g., due to rising interest rates – can also have significant impacts, including the need to sell assets at a loss.

Major contingent liquidity requirements include market risk scenarios for Allianz SE and its subsidiaries, non-availability of external capital markets, and reinsurance risk scenarios for Allianz SE.

## RATING DOWNGRADE RISK

Claims paying ability as expressed by the insurance financial strength ratings is a factor in establishing the competitive position of insurers. Allianz SE's financial strength rating has a significant impact on the individual ratings of key subsidiaries. If a rating of certain subsidiaries falls below a certain threshold, the respective operating business may be significantly impacted. A ratings downgrade, or the potential for such a downgrade, of the Allianz Group or any of its insurance subsidiaries could, among other things, adversely affect relationships with agents, brokers and other distributors of the Allianz Group's products and services, thereby negatively impacting new sales, adversely affect the Allianz Group's ability to compete in the respective markets and increase the cost of borrowing. In particular, in those countries where primary distribution of the Allianz Group's products is done through independent agents, future ratings downgrades could adversely impact sales of the life insurance and annuity products. Any future ratings downgrades could also materially adversely affect the cost of raising capital and could, in addition, give rise to additional financial obligations or accelerate existing financial obligations which are dependent on maintaining specified rating levels. For some lines of business, a downgrade might also have impact on current business in case agreements provide for cancellation clauses which allow policyholders to cancel the agreements in case a certain downgrade occurs. This would trigger a repayment of (parts) of the received premium.

Rating agencies can be expected to continue to monitor the Allianz Group's financial strength, in particular during the current volatile market conditions driven by the war in Ukraine, and claims paying ability. Future ratings downgrades may occur at any time, whether due to changes in the Allianz Group's performance, its regulatory capital position, changes in the rating agencies' industry views or ratings methodologies, or a combination of these and other factors. In November 2023, for example, Moody's published a request for comment which includes proposed changes to its rating methodology. The proposed changes have not been finalized. Thus, the impact, if any, that these changes may have on Allianz SE's ratings is unknown.



## **MARKET AND OTHER FACTORS COULD ADVERSELY AFFECT GOODWILL AND DEFERRED TAX ASSETS; THE ALLIANZ GROUP'S DEFERRED TAX ASSETS ARE ALSO POTENTIALLY IMPACTED BY CHANGES IN TAX LEGISLATION.**

Business and market conditions may impact the amount of goodwill the Allianz Group carries in its consolidated financial statements as well as other intangible assets. As the value of certain parts of the Allianz Group's businesses, including in particular the Allianz Group's asset management business, are significantly impacted by such factors as the state of financial markets and ongoing operating performance, significant declines in financial markets or operating performance could also result in impairment of other goodwill carried by the Allianz Group companies and result in significant write-downs, which could be material.

Allianz Group carries in its consolidated financial statements deferred tax assets and deferred tax liabilities. The calculation of the respective tax assets and liabilities is based on current tax laws and IFRS and depends on applicable valuation parameters as well as on the performance of Allianz SE and of certain business units in particular.

Changes in German or other tax legislation or regulations or an operating performance below currently anticipated levels or any circumstances which result in an expiration of tax losses may lead to an impairment or revaluation of deferred tax assets, in which case the Allianz Group could be obligated to write-down certain tax assets. Tax assets may also need to be written down if certain assumptions of profitability prove to be incorrect, as losses incurred for longer than expected could make the usability of tax assets more unlikely. Any such development may have a material adverse impact on the Allianz Group's net income.

## **CHANGES IN ACCOUNTING STANDARDS (IFRS 9/17)**

The Allianz Group has initially applied IFRS 17 and IFRS 9, including any consequential amendments to other standards, from 1 January 2023. These standards have brought significant changes to the accounting for insurance contracts and financial instruments. The comparability of certain financial information or financial statements line items between periods presented in this Prospectus might therefore be limited. IFRS 17 supersedes IFRS 4 which was intended as an interim solution and allowed insurers to continue to use accounting principles that they had applied prior to the initial adoption of IFRS. IFRS 17 establishes principles for the recognition, measurement, presentation and disclosure of insurance contracts issued, reinsurance contracts held, and investment contracts with discretionary participation features.

IFRS 9, Financial Instruments, issued by the IASB in July 2014, fully replaces IAS 39 and provides a new approach on how to classify financial instruments based on their cash flow characteristics and the business model under which they are managed. Furthermore, the standard introduces a new forward-looking impairment model for debt instruments and provides new rules for hedge accounting. The main impact from IFRS 9 will arise from new classification rules which require more financial instruments being measured at fair value through income as well as the new impairment model. Interdependencies with IFRS 17 need to be considered to assess the ultimate combined impact of both standards.

IFRS 17 and IFRS 9 are leading to fundamental changes in the accounting of insurance and reinsurance companies and for related processes. As a result, there is the risk of an unexpected impact on the financial position of Allianz Group. In addition, the Allianz Group expects the operating profit of the Property-Casualty segment under IFRS 17 to be more sensitive to interest rate changes, and also expects IFRS 9/17 based net income to be subject to a moderately higher volatility due to the increased volatility in financial assets following the introduction of IFRS 9. Any of these developments, or further changes in accounting standards, may negatively affect Allianz Group's earnings and could have a material adverse effect on Allianz Group's business and financial condition. Unexpected impacts may also negatively impact the ratings of the Allianz Group and/or its rated subsidiaries. Moreover, it may be challenging for investors to understand the complex measurement mechanics for insurers under IFRS 9/17 and their presentation in the financial statements of insurers more generally.

## **EMERGING RISKS**

Certain ongoing systemic changes may affect the future financial performance, capitalization and liquidity of Allianz Group. These developments are by their nature difficult to predict and depend generally on factors beyond our control. Examples of such risks that may affect Allianz Group include:

- Environmental Matters: Climate change may lead to natural catastrophes, political instability, emerging diseases or changed social behavior that differ from historical experience and may thus be difficult to predict using traditional models. Consequently, climate change and its related impact has the potential to affect the quality of our underwriting, pricing and retrocession processes and may adversely affect our financial condition, results of operations and business activities.
- Regulatory Reform: Judicial or legislative changes to retroactively expand policy coverage may expose us in the future to higher than expected losses which would require additional reserve strengthening and higher loss payments. Such retroactive changes to the provision of business interruption insurance have already begun to occur during the Covid-19 crisis.
- Technological Developments: Insurance companies are required to adapt to multiple emerging technologies that are changing customer behavior, affecting how business is conducted, and potentially creating new sources of risks. Allianz Group may be adversely affected if we are unable to adapt to the impact of such technologies on our operations and unable to adequately anticipate and model such risks. Such potential emerging risks related to technological change include cybersecurity, the use of artificial intelligence, as well as new risks relating to new technologies such as autonomous cars and nanotechnologies.



- Environmental, Social or Governance: ESG events and conditions (ESG factors), such as climate change, loss of biodiversity or human rights abuses, are increasingly becoming a relevant source of adverse impacts on the balance sheet, profitability or reputation of the Allianz Group. These ESG-related risks are characterized by their transversal nature, meaning they may materialize within any of Allianz Group's existing risk categories (e.g., market risk, underwriting risk, operational risk) as either a consequence of societal responses to ESG factors – including regulatory changes, litigation, technological developments and changes in human behavior – or due to events causing physical damage, such as droughts, floods or storms, whereby the magnitude or likelihood is attributable to an ESG factor.
- Financial Services Industry: The financial services industry is currently experiencing extraordinary pressure globally, involving occurrences of defaults, bankruptcies, restructurings, consolidations and liquidity constraints. In certain cases, financial institutions and regulators have taken emergency measures to rescue, restructure or wind down certain banks. The exposure of Allianz Group to the global banking sector, including debt and equity securities issued by financial institutions, is significant. We cannot predict how current and future developments in the financial services industry will evolve over time and affect the global financial sector, the global economy and the financial markets in general, and how these developments would impact Allianz Group's financial position in particular. However, given Allianz Group's significant exposure to the global banking sector, a systemic and prolonged disruption in the financial services industry may have an adverse effect on the Allianz Group's earnings and on the Allianz Group's business and financial condition.

## Risk Factors Relating to the Notes

The Notes are intended to constitute Tier 2 own-fund items of the Issuer and the Allianz Group under Solvency II. The regulatory criteria that the Notes must meet to qualify as Tier 2 capital imply substantial risks for investors, as summarized here and outlined further below.

Interest payments under the Notes are at the discretion of the Issuer and may be deferred or only paid partially by the Issuer under certain conditions. In addition, the Issuer will have to defer interest payments if one or more compulsory interest deferral events occur or if other compulsory payment restrictions apply. The Notes are contractually subordinated long-term notes and any redemption before the Scheduled Maturity Date (as defined below) is at the discretion of the Issuer. The redemption of the Notes may be indefinitely deferred beyond its Scheduled Maturity Date in case one or more of the conditions to redemption are not satisfied. There are no events of default and investors have virtually no ability to influence the outcome of any insolvency proceedings. There is a meaningful risk that investors lose all or parts of their investment.

## VIII. RISKS RESULTING FROM THE NOTES REPRESENTING REGULATORY CAPITAL OF THE ISSUER

### RISKS RESULTING FROM THE SUBORDINATION OF THE NOTES

The Notes constitute unsecured subordinated obligations of the Issuer ranking (i) *pari passu* among themselves and (ii) subordinated to the Issuer's Senior Ranking Debt. There is a significant risk that holders of the Notes (the **"Noteholders"**) will lose all or some of their investment.

**"Issuer's Senior Ranking Debt"** means (i) all unsubordinated obligations of the Issuer (for the avoidance of doubt: this includes any obligations of the Issuer towards all policy holders and beneficiaries under insurance and reinsurance contracts), and (ii) all obligations of the Issuer subordinated by operation of law in accordance with § 39(1) of the German Insolvency Code (*Insolvenzordnung* – **"Inso"**), and (iii) all subordinated obligations of the Issuer ranking at least *pari passu* with the Issuer's obligations subordinated by operation of law in accordance with § 39(1) *Inso*, and (iv) all other subordinated obligations of the Issuer which rank senior to the obligations of the Issuer under the Notes pursuant to mandatory statutory provisions. In addition, there is no restriction on the amount or type of further securities or indebtedness that the Issuer may issue, incur, reclassify or guarantee, as the case may be, that rank senior to, or *pari passu* with, the Notes.

In the event of the liquidation, dissolution, or insolvency of the Issuer, or the composition or any other proceedings for the avoidance of insolvency of the Issuer, the obligations of the Issuer under the Notes will be fully subordinated to the Issuer's Senior Ranking Debt. In any such event, payments will not be made under the Notes until all claims ranking senior to the obligations of the Issuer under the Notes have been satisfied in full.

Noteholders must be aware that, in the circumstances described above, (i) the Issuer will make payments in respect of the Notes only in accordance with the subordination described above, and (ii) the rights of the Noteholders under the Notes will be subject to the provisions of insolvency laws applicable to the Issuer from time to time. In a liquidation, dissolution, insolvency, composition or other proceeding for the avoidance of insolvency of, or against, the Issuer, it is very likely that the Noteholders may recover nothing at all or significantly less than the holders of unsubordinated obligations of the Issuer. Furthermore, Noteholders will have limited ability to influence the outcome of any insolvency proceedings or a restructuring outside insolvency. In particular, in insolvency proceedings over the assets of the Issuer, holders of subordinated debt, such as the Notes, will not have any right to vote in the assembly of creditors (*Gläubigerversammlung*) pursuant to the German Insolvency Code.

In addition to limitations on the payment of interest, arrears of interest and principal (as described below in more detail), the Terms and Conditions provide for a pre-insolvency payment prohibition. This means that irrespective of, and even prior to the commencement of any insolvency or liquidation proceedings over the assets of the Issuer, the Issuer is prohibited from making scheduled payments of interest, payments of arrears of interest or from redeeming the Notes if any reason for the opening of insolvency proceedings in respect of the Issuer in accordance with the applicable insolvency regulations exists (regardless of whether the commencement of insolvency proceedings has been applied for) or if the

payment of the relevant amount would itself cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent. This provision on subordination constitutes a prohibition on payments to the effect that payments on the Notes may only be made by the Issuer in accordance with the aforementioned conditions. Such a prohibition on payments may be in effect for an indefinite period of time or even permanently. Any payment made in violation of this prohibition must be repaid to the Issuer irrespective of any agreement to the contrary.

Furthermore, if the Draft IRRD is adopted and implemented into national law, the competent resolution authority may order that all obstacles to resolution be eliminated and may also implement a range of measures including the use of resolution tools, pursuant to which, *inter alia*, these Notes could be written down or converted into shares (see *"Risks in connection with the adoption of a recovery and resolution regime for insurers and reinsurers"*).

## **RISKS RELATED TO DEFERRAL OF INTEREST PAYMENTS AND RESTRICTIONS ON PAYMENTS OF ARREARS OF INTEREST**

The Terms and Conditions restrict or prohibit the Issuer from making interest payments on the Notes under certain conditions. Compulsory deferral of interest payments may, for example, occur if an insolvency event (as described in the Terms and Conditions) occurs with respect to the Issuer, including if such interest payment would result in or accelerate the imminent occurrence of an insolvency event, or if the competent supervisory authority prohibited payments under the Notes, or if either the Issuer and/or the Allianz Group do not have sufficient eligible own funds to cover their respective solvency capital requirements or their minimum capital requirements. A reduction of eligible own funds and/or an increase in the capital requirements of the Issuer or of Allianz Group (for example, either due to a deterioration of the capitalization or risk exposure of the Issuer and/or Allianz Group, or due to a change in law that impacts the calculation of eligible own funds and/or the relevant solvency or minimum capital requirements, or due to the materialization of any of the *"Risk factors relating to Allianz SE/Allianz Group"* as described above) may lead to, or increase the risk of an occurrence of a compulsory deferral event (as described in the Terms and Conditions). If such a compulsory deferral event has occurred and is continuing on the relevant interest payment date, interest which accrued during the period ending on but excluding such interest payment date will not be due and payable (*fällig*) on that interest payment date. Any such failure to pay will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

Even in the absence of a compulsory deferral event, the Issuer may, at its sole discretion, elect to defer the payment of interest in whole or in part. Such optional interest deferral will be subject to certain conditions, including that, neither a dividend payment has been resolved by the shareholders of the Issuer nor a payment on account of the balance sheet profit has been made by the Issuer, during the six month period prior to the relevant interest payment date.

Interest deferred by the Issuer on a compulsory or optional basis will constitute arrears of interest, with no certainty for Noteholders as to when these arrears of interest will be paid. The Issuer will only be entitled to pay any arrears of interest at any time if the respective conditions, as further described in the Terms and Conditions, are satisfied. Even if an event occurs that would result in a compulsory payment of arrears of interest (as further described in the Terms and Conditions), the Issuer is prohibited to pay such arrears of interest in case a compulsory deferral event has occurred and is continuing. Furthermore, arrears of interest will not bear interest and Noteholders will also not receive any other form of compensation in case of deferral.

## **RISKS RELATED TO THE LONG-TERM NATURE OF THE NOTES INCLUDING THE RISK OF A DEFERRAL OF REDEMPTION**

The Notes are scheduled to be redeemed on or around 26 July 2054 (the **"Scheduled Maturity Date"**). Before that date, the Issuer has, under certain conditions, the right to redeem or repurchase the Notes, but is under no obligation to do so. Any redemption or repurchase of the Notes is subject to the conditions to redemption (as described in the Terms and Conditions) being satisfied. In particular, the Issuer must not redeem the Notes if such redemption (a) would result in, or would accelerate, an insolvency event relating to the Issuer, (b) would occur at a time when insolvency or liquidation proceedings against certain regulated subsidiaries of the Issuer are commenced or ongoing, (c) would result in (or exacerbate) the breach of regulatory capital ratios applicable to the Issuer or the Allianz Group or (d) has not been approved by the competent supervisory authority. A change in the applicable supervisory requirements may result in additional conditions to redemption, or an amendment of the current conditions to redemption. A reduction in eligible own funds and/or an increase in capital requirements (for example, due to the materialization of any of the *"Risk factors relating to Allianz SE/Allianz Group"* as described above) may lead to a situation where the conditions to redemptions are not satisfied or increase the risk of such conditions not being satisfied.

If the conditions to redemption are not satisfied, including on the Scheduled Maturity Date, the redemption may be delayed for an indefinite period of time and Noteholders have no right to require the redemption of the Notes and therefore may receive the amounts due upon redemption at a much later point in time than initially expected.

Investors should be aware that they may be required to bear the financial risk of an investment in the Notes for a long period of time and may not recover their investment.

## RISKS RESULTING FROM POTENTIAL FUTURE CHANGES OF THE APPLICABLE SUPERVISORY REQUIREMENTS

Any future changes of the Solvency II rules or of the broader applicable supervisory requirements may, among others, negatively affect the regulatory capital ratios of the Issuer and/or the Allianz Group. Any such change may either increase the relevant regulatory capital requirements or may reduce the amount of own funds eligible to cover such capital requirements, or both. Since these ratios are relevant for certain payment restrictions on the Notes as described herein, such changes to the Solvency II rules or of the broader applicable supervisory requirements may have a significantly negative impact on the market value of the Notes.

Any future changes to the Solvency II rules may also amend the existing eligibility criteria for subordinated debt instruments to qualify as Tier 2 own-fund items. To the extent foreseen by the Terms and Conditions, such further changes could imply that the Issuer would have to take into consideration amended conditions to redemption, or preconditions other than those specified in the Terms and Conditions for a waiver that would allow the payment of interest despite the occurrence or continuation of a solvency capital event (as described in the Terms and Conditions). Such changes may prevent the Issuer from (i) making voluntary payments of interest or (ii) redeeming the Notes prior to, on or after the Scheduled Maturity Date.

Any decrease in the regulatory capital ratios of the Issuer and/or the Allianz Group (which may also result from a potential future change of the applicable supervisory requirements) increases the risk of (i) a deferral of interest payments, (ii) a prohibition to pay arrears of interest (see *"Risks related to deferral of interest payments and restrictions on payments of Arrears of Interest"*), or (iii) a delay in the redemption of the Notes (see *"Risks related to the long-term nature of the Notes including the risk of a deferral of redemption"*). In addition, such changes may also result in an early redemption of the Notes due to a change in the regulatory classification of the Notes (see *"Risks related to a possible early redemption of the Notes"*).

A decrease in the regulatory capital ratios of the Issuer or the Allianz Group due to changes in the Solvency II regulatory regime or the broader applicable supervisory requirements could also have adverse consequences for the insurance financial strength ratings of the Issuer and/or the ratings of the Notes.

## RESTRICTIONS ON RIGHT TO SET OFF

No Noteholder may set off any claims arising under the Notes against any claims of the Issuer. The Issuer may set off its claims against a Noteholder against its obligations arising under the Notes subject to the conditions to redemption being satisfied.

## IX. RISKS ASSOCIATED WITH THE CHARACTERISTICS OF THE NOTES

### RISKS RELATED TO THE FIXED RATE INTEREST APPLICABLE UNTIL THE FIRST RESET DATE

The Notes bear interest at a fixed rate from and including the interest commencement date to but excluding 26 July 2034 (the **"First Reset Date"**).

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

Noteholders should also be aware that the market yield has two components, i.e. the risk-free rate and the credit spread. The credit spread is reflective of the yield that investors require in addition to the yield on a risk-free investment of approximately equal tenor as a compensation for the risks inherent in the Notes. The credit spread reflects risks related to the Issuer's credit standing as well as risks related to the contractual features of the Notes. The credit spread changes over time and can decrease as well as increase for many different reasons. The market yield of the Notes can change due to changes of the credit spread, the risk-free rate, or both.

### RISKS RELATED TO THE FLOATING RATE INTEREST APPLICABLE FROM THE FIRST RESET DATE

If the Notes remain outstanding after the First Reset Date, the Notes will bear interest at a floating rate from (and including) the First Reset Date until (but excluding) the final maturity date.

The floating rate applicable to the Notes from (and including) the First Reset Date in respect of the relevant floating rate period will be equal to the sum of the reference rate (the **"Reference Rate"**) prevailing on the relevant interest determination date and the margin of 3.35 per cent. per annum (the **"Margin"**). The Reference Rate applicable to the Notes will be the Euro Interbank Offered Rate (**"EURIBOR"**) for three-month Euro deposits but may be replaced with a new benchmark rate upon the occurrence of a benchmark event. The floating rate interest is payable quarterly, and the applicable rate will be determined immediately prior to any floating interest period based on the then prevailing Reference Rate. The Margin was fixed prior to the issue date of the Notes and will not change until the final maturity date.

Noteholders should be aware that while the Margin is fixed and remains unchanged the floating rate interest income is subject to changes to the Reference Rate and therefore cannot be anticipated at issuance. The fixings of the Reference Rate for each floating interest period are likely to affect the amount of any interest payments under the Notes and thereby may impact their market value. Investors should be aware that the

development of the Reference Rate cannot be anticipated, and that neither the current nor historical level of the Reference Rate is an indication of its future level. Hence, at the time of their investment decision Noteholders are not able to determine a definite yield to maturity of the Notes, so that their expected return on investment cannot be compared with that of an investment in fixed rate instruments (i.e. instruments with a coupon that is fixed until maturity).

Since the Margin was fixed prior to the issue date of the Notes, Noteholders are moreover subject to the risk that, at any given point in time after the investment, the Margin may not reflect the fair market spread that investors would require in addition to the Reference Rate as a compensation for the risks inherent in the Notes. Any such discrepancy between the Margin and the fair market spread will impact the fair market value of the Notes and may lead to potentially significant losses for Noteholders.

Furthermore, during each floating interest period, it cannot be ruled out that the price of the Notes may fall as a result of changes in the current market interest rate. During each of these periods, the Noteholders are exposed to a similar risk as described under *“Risks related to the fixed rate interest applicable until the First Reset Date”*.

## RISKS RELATED TO A POTENTIAL BENCHMARK REPLACEMENT

Reference rates and indices, including interest rate benchmarks, which are used to determine the interest amounts payable under financial instruments or the value of such financial instruments (**“Benchmarks”**) such as the Reference Rate have been the subject of political and regulatory scrutiny as to how they are determined and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated.

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

These reforms and changes may cause a Benchmark to perform differently than it has done in the past, or to be discontinued. Any change in the performance of a Benchmark or its discontinuation could have a material adverse effect on financial instruments referencing a Benchmark such as the Reference Rate. For this reason, certain Benchmark replacement provisions will apply to the Notes in case a benchmark event (as defined in the Terms and Conditions) occurs.

If a benchmark event occurs, the Issuer shall endeavor to appoint an independent adviser, which will be tasked with determining whether an officially recognized successor rate to the discontinued Benchmark used as the Reference Rate exists. If that is not the case, the independent adviser will attempt to find an alternative rate which, possibly in conjunction with an applicable adjustment spread and certain amendments to the Terms and Conditions, can replace the discontinued Benchmark. Such amendments or adjustment spreads are intended to be applied in order to ensure industry-wide acceptance of the replacement benchmark rate, however, the relevant adjustments or spreads may not be successful in doing so and the Notes may perform differently than they would have done if the original benchmark rate had continued to be applicable. If the independent adviser determines a successor rate or alternative rate (the **“New Benchmark Rate”**), such rate will replace the previous Benchmark and be used as new Reference Rate. Such determination will be binding for the Issuer, the Noteholders and all other involved parties such as the paying agents. Any amendments pursuant to these fallback provisions will apply with effect from the effective date as defined in the Terms and Conditions.

If the Issuer fails to appoint an independent adviser or if the adviser fails to determine a New Benchmark Rate, the Reference Rate applicable to the immediately following reset period shall be the original benchmark rate determined on the last interest determination date immediately preceding the relevant effective date, provided, however, that, in case of the first floating interest period, the Reference Rate shall be 2.298 per cent. *per annum*.

Any adjustment as described above will only be made if no regulatory event would occur as a result of such adjustment. In such a case, the Reference Rate applicable to the next and each subsequent floating interest period shall be Reference Rate as determined on the last preceding interest determination date or, in case this provision needs to be applied to the first floating interest period, the Reference Rate shall be 2.298 per cent. *per annum*.

Any replacement of the 3-month EURIBOR or of any subsequent Benchmark used as Reference Rate could have adverse effects on the economic return of the Noteholder following the First Reset Date compared to the original benchmark rate.

## RISK RELATED TO FURTHER ISSUANCES AND A SUBSTITUTION OF THE ISSUER WITHOUT CONSENT OF THE NOTEHOLDERS

In addition, the Issuer may at any time without the consent of Noteholders issue further Notes having the same Terms and Conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price), if certain conditions are satisfied.

Furthermore, the Issuer may at any time, without the consent of the Noteholders, substitute the Issuer with any other company which is directly or indirectly controlled by the Issuer, as new issuer in respect of all obligations arising under or in connection with the Notes with the effect of releasing the Issuer from all such obligations, provided that certain conditions are satisfied (including a requirement that the Issuer irrevocably guarantees on a subordinated basis the obligations of the new issuer under the Notes). No assurance can be given as to whether such substitution will

negatively affect any particular Noteholder. The tax and stamp duty consequences of holding Notes could be different for some categories of investors from the tax and stamp duty consequences for them of holding the Notes prior to such substitution.

## **RISKS RELATED TO A LACK OF ACTIVE TRADING OF THE NOTES AND TO MARKET PRICE FLUCTUATION**

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List. However, there is a risk that there may not be an active trading market in the Notes. The fact that the Notes will be listed does not necessarily lead to greater liquidity as compared to unlisted notes. The liquidity of the Notes may also be subject to fluctuations during the term of the Notes. Investors should be aware that they will typically be required to pay accrued interest when buying the Notes in the secondary market. However, if the payment of interest on the immediately following interest payment date is deferred (in whole or in part), Noteholders will not be entitled to that interest payment on the relevant interest payment date. This may affect the ability to sell the Notes in the secondary market and as a result the value of the investment in the Notes.

The liquidity of the Notes may also be subject to fluctuations during the term of the Notes and may deteriorate, in particular as a result of repurchases by the Issuer.

In an illiquid market, Noteholders are subject to the risk that it may not be possible to sell Notes at what Noteholders would consider to be a fair market price.

In addition, the development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates, or the potential lack of or excess demand for the Notes. The Noteholders are therefore exposed to the risk of an unfavorable development of market prices of the Notes, which materializes if the Noteholders sell the Notes prior to the final maturity of the Notes.

## **RISKS RELATED TO A POSSIBLE EARLY REDEMPTION OF THE NOTES**

The Issuer may redeem the Notes (in whole but not in part) at its option upon giving a notice of redemption in accordance with the Terms and Conditions and subject to the conditions to redemption being satisfied, at par plus accrued interest (as further described in the Terms and Conditions) on any business day during the period from and including 26 January 2034 (the "**first Optional Redemption Date**") to but excluding the First Reset Date, on the First Reset Date and on any floating interest payment date thereafter. The right of the Issuer to call and redeem the Notes may affect the market value of the Notes. During any period when the Issuer may, or may be perceived to intend to, elect to redeem the Notes, the market value of the Notes generally will converge towards the price at which they can be redeemed. Certain market expectations may exist among investors with regard to the Issuer making use of its option to call and redeem the Notes prior to their Scheduled Maturity Date. Should the Issuer's actions diverge from such expectations, or should the Issuer be prevented from meeting these expectations due to non-compliance with the conditions to redemption or for any other reason, the market value of the Notes may be adversely affected.

In addition, the Issuer may prior to as well as after the first Optional Redemption Date redeem the Notes upon the occurrence of certain events described below at its option by giving a notice of redemption in accordance with the Terms and Conditions and subject to the conditions to redemption being satisfied, at any time at par plus any accrued interest and (if applicable) any arrears of interest. Such events are deemed to have occurred:

- (i) if an opinion of a recognized law firm has been delivered to the Issuer stating that, as a result of any change in, or amendment or clarification to, the laws, regulations or other rules, or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change, amendment or clarification becomes effective on or after the date of issue of the Notes (including in case any such change, amendment or clarification has retroactive effect), the tax treatment of the Notes changes (including but not limited to the tax deductibility of the interest expense related to the Notes or the obligation to pay certain additional amounts to compensate for taxes or other amounts withheld or deducted from payments on the Notes), which change, in the Issuer's own reasonable opinion, has a material adverse effect for the Issuer that it cannot avoid by taking such measures it (acting in good faith) deems reasonable and appropriate; or
- (ii) if there is a change in the regulatory classification of the Notes that would be likely to result in an exclusion of the Notes in full or in part from the Tier 2 own-fund items of the Issuer and/or the Allianz Group (i.e., on an individual and/or consolidated basis) under the applicable supervisory requirements. This includes (without limitation) an event where the applicable supervisory requirements are supplemented or amended in relation to provisions specifically governing internationally active insurance groups (IAIG) and/or global systemically important insurers (G-SII), and where, following such supplement and/or amendment, the Notes would likely not or no longer be recognized in full in the own-fund items in tier 2 or "additional capital" (in each case regardless of the terminology used by the applicable supervisory requirements so amended or supplemented) of the Issuer or the Allianz Group in accordance with such provisions, including after the expiration of transitional rules, if any. For the purposes of the determination of the occurrence of a regulatory event (as described in the Terms and Conditions), it suffices in particular if the competent supervisory authority has made a communication to that effect to the Issuer; or

- (iii) if the Issuer in its own reasonable opinion as a result of any change in or amendment to the applicable accounting standards, which change or amendment becomes effective on or after the date of issue of the Notes, must not or must no longer record the obligations under the Notes as liabilities on the balance sheet in the Issuer's annual consolidated financial statements prepared pursuant to the applicable accounting standards and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems appropriate; or
- (iv) if as a consequence of a change or clarification of the rating methodology (or the interpretation thereof) on or after the interest commencement date, the treatment of the Notes with regards to measuring the capitalization or the leverage of the Issuer or the Allianz Group by Moody's Investors Service, Inc. or S&P Global Ratings Europe Limited, or any of their respective successors (in each case including any affiliates) is, in the reasonable opinion of the Issuer materially adversely affected; or
- (v) if at any time the aggregate principal amount of the Notes outstanding is equal to or less than 25 per cent. of the aggregate principal amount of the Notes previously issued.

If the Notes are redeemed prior to the First Reset Date, Noteholders are exposed to the risk that due to the early redemption their investment will have a lower-than-expected yield and to the risks connected with any reinvestment of the cash proceeds received as a result of the early redemption. Such cash proceeds may be lower than the market price of the Notes prevailing shortly prior to the publication of the respective call notice. The cash proceeds resulting from an early redemption may also be lower than the purchase price for the Notes paid by the Noteholder for the Notes so that the Noteholder in such case would incur a loss.

## **RISKS IN CONNECTION WITH THE APPLICATION OF THE GERMAN ACT ON ISSUES OF DEBT SECURITIES**

The Terms and Conditions may be amended by the Issuer with consent of a majority resolution of the Noteholders. Therefore, each Noteholder is subject to the risk of being outvoted by a majority resolution of other Noteholders. The rules pertaining to resolutions of Noteholders as set out in the Terms and Conditions are largely determined by the German Act on Issues of Debt Securities (*Schuldverschreibungsgesetz* or "**SchVG**") and thus are largely mandatory. Pursuant to the SchVG the relevant majority for Noteholders' resolutions is generally based on the aggregate principal amount represented by the votes cast, rather than on the aggregate principal amount of the Notes outstanding. Therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding. As such a majority resolution is binding on all Noteholders, certain rights of a Noteholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled, which could have significant negative effects on the value of the Notes and the return on any Noteholder's investment in the Notes. Noteholders are entitled to appoint a Noteholders' representative by a majority resolution of the Noteholders. Therefore, it is possible that a Noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, as such right will pass to the Noteholders' representative who is then exclusively responsible to claim and enforce the rights of all the Noteholders.

## **RISKS IN CONNECTION WITH THE ADOPTION OF A RECOVERY AND RESOLUTION REGIME FOR INSURERS AND REINSURERS**

On 22 September 2021, the European Commission adopted the Draft IRRD. The political trilogue negotiations with respect to the Draft IRRD commenced on 19 September 2023 and concluded with a political agreement on 14 December 2023, subject to technical drafting. The final text of the IRRD is thus expected to be formally adopted in the near future. If adopted and implemented into national law, the directive may impact Allianz' capitalization and will allow authorities to protect policyholders, beneficiaries and claimants, maintain financial stability, ensure the continuity of the (re)insurer's critical functions and protect public funds by minimizing reliance on extraordinary public financial support.

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

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

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

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

Because the final text of the IRRD has not been formally adopted and published, it is not yet possible to assess the full impact of the IRRD or any corresponding implementing German legislation.

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

## **X. RISKS ASSOCIATED WITH THE ABILITY OF THE ISSUER TO MAKE PAYMENTS WHEN DUE**

### **RISK THAT A NOTEHOLDER WILL LOSE ALL OR SOME OF ITS INVESTMENT SHOULD THE ISSUER BECOME INSOLVENT.**

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

Noteholders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. A materialization of the credit risk (for example, due to the materialization of any of the *"Risk factors relating to Allianz SE / Allianz Group"* as described above) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes. This risk is aggravated by the fact that the Notes are unsecured and subordinated (see *"Risks resulting from the subordination of the Notes"*) and could result in a partial or total loss of the Noteholder's investment in the Notes.

### **RISK THAT THE MARKET VALUE OF THE NOTES COULD DECREASE IF THE CREDITWORTHINESS OF ALLIANZ SE AND/OR THE ALLIANZ GROUP WORSENS**

If the likelihood decreases that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due, for example, because of the materialization of any of the risks regarding Allianz SE or Allianz Group, the market value of the Notes will fall. The market value of the Notes may also be negatively impacted if the Issuer is only perceived to be likely to defer, or has to defer, payments of interest. In other words, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception, and such a (mis-)perception would very likely lead to a reduction in the market value of the Notes.

Furthermore, market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Allianz Group could adversely change. If any of these risks materializes, third parties would only be willing to purchase Notes for a lower price than the price which prevailed before such risk materialized. Under these circumstances, the market value of the Notes is likely to decrease.



# TERMS AND CONDITIONS OF THE NOTES

	Bedingungen der Schuldverschreibungen ( <b>"Anleihebedingungen"</b> )		Terms and Conditions of the Notes (the <b>"Terms and Conditions"</b> )
§ 1	<b>Währung, Festgelegter Nennbetrag, Form</b>	§ 1	<b>Currency, Specified Denomination, Form</b>
(a)	<i>Währung; Festgelegter Nennbetrag.</i> Die Allianz SE (die <b>"Emittentin"</b> ) begibt nachrangige Schuldverschreibungen in Euro ( <b>"EUR"</b> ) (die <b>"Festgelegte Währung"</b> ) im Gesamtnennbetrag von EUR 1.000.000.000, eingeteilt in Schuldverschreibungen (die <b>"Schuldverschreibungen"</b> ) und jeweils eine <b>"Schuldverschreibung"</b> ) im festgelegten Nennbetrag von EUR 100.000 je Schuldverschreibung (der <b>"Festgelegte Nennbetrag"</b> ).	(a)	<i>Currency; Specified Denomination.</i> The subordinated Notes are issued by Allianz SE (the <b>"Issuer"</b> ) in Euro ( <b>"EUR"</b> ) (the <b>"Specified Currency"</b> ), in the aggregate principal amount of EUR 1,000,000,000, divided into notes (the <b>"Notes"</b> and each a <b>"Note"</b> ) in the specified denomination of EUR 100,000 per Note (the <b>"Specified Denomination"</b> ).
(b)	<i>Form.</i> Die Schuldverschreibungen lauten auf den Inhaber.	(b)	<i>Form.</i> The Notes are issued in bearer form.
(c)	<i>Globalurkunde.</i> Die Schuldverschreibungen sind zunächst in einer vorläufigen Globalurkunde (die <b>"Vorläufige Globalurkunde"</b> ) ohne Zinsscheine verbrieft.	(c)	<i>Global Note.</i> The Notes are initially represented by a temporary global Note (the <b>"Temporary Global Note"</b> ) without interest coupons.
	Die Vorläufige Globalurkunde wird (insgesamt oder teilweise und unentgeltlich) an oder nach dem Tag, der 40 Tage nach dem Tag der Begebung der Schuldverschreibungen, frühestens jedoch 40 Tage nach dem Tag des Beginns des Angebots liegt, gegen Nachweis über das Nichtbestehen wirtschaftlichen US-Eigentums im Sinne des US-Rechts ( <i>non-U.S. beneficial ownership</i> ) in der in der Vorläufigen Globalurkunde vorgesehenen Form, gegen eine dauerhafte Globalurkunde (die <b>"Dauer-Globalurkunde"</b> ) (die Vorläufige Globalurkunde und die Dauer-Globalurkunde jeweils auch eine <b>"Globalurkunde"</b> ) ohne Zinsscheine ausgetauscht. Ein Recht der Anleihegläubiger (wie nachstehend definiert) auf Ausgabe und Lieferung von Einzelurkunden oder Zinsscheinen besteht nicht.		The Temporary Global Note will be exchangeable (in whole or in part and free of charge) on or after the day that is 40 days after the later of the commencement of the offering and the date of issue of the Notes for a permanent global Note (the <b>"Permanent Global Note"</b> ) (the Temporary Global Note and the Permanent Global Note, each a <b>"Global Note"</b> ) without interest coupons upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Note. The right of the Noteholders (as defined below) to require the issue and delivery of definitive notes or interest coupons is excluded.
(d)	<i>Clearingsystem.</i> Die Vorläufige Globalurkunde und die Dauer-Globalurkunde werden solange von dem Clearingsystem oder im Auftrag des Clearingsystems verwahrt, bis sämtliche Verpflichtungen der Emittentin aus den Schuldverschreibungen erfüllt wurden.	(d)	<i>Clearing System.</i> Each of the Temporary Global Note and the Permanent Global Note will be held in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied.
	Die Vorläufige Globalurkunde und die Dauer-Globalurkunde tragen jeweils die eigenhändigen Unterschriften von zwei Vertretungsberechtigten der Emittentin sowie die eigenhändige Unterschrift eines Kontrollbeauftragten des Fiscal Agent.		The Temporary Global Note and the Permanent Global Note shall each bear the manual signatures of two duly authorized officers of the Issuer as well as the manual signature of an authentication officer of the Fiscal Agent.
	<b>"Clearingsystem"</b> bezeichnet die Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland, oder deren Funktionsnachfolger.		<b>"Clearing System"</b> means Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany or any successor in capacity thereof.



- (e) *Anleihegläubiger.* Den Inhabern von Schuldverschreibungen (die "**Anleihegläubiger**") stehen Mit-eigentumsanteile oder vergleichbare andere Rechte an der Globalurkunde zu, die gemäß an-wendbarem Recht und den Bestimmungen und Re-geln des Clearingsystems übertragen werden kön-nen.

## § 2 Status

- (a) *Status der Schuldverschreibungen.* Die Schuldver-schreibungen begründen nicht besicherte nachran-gige Verbindlichkeiten der Emittentin, die unterei-nander gleichrangig sind.

Im Fall der Liquidation, der Auflösung oder der In-solvenz der Emittentin oder eines Vergleichs oder eines anderen Verfahrens zur Abwendung der In-solvenz der Emittentin sind die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen nachrangig gegenüber den Vorrangigen Verbind-lichkeiten der Emittentin, und werden die Ansprü-che der Anleihegläubiger aus den Schuldverschrei-bungen erst nach den Ansprüchen der Inhaber aller Vorrangigen Verbindlichkeiten der Emittentin be-dient. In einem solchen Fall werden die Anleihe-gläubiger keine Zahlungen auf die Schuldver-schreibungen erhalten, bis alle Ansprüche aus den Vorrangigen Verbindlichkeiten der Emittentin voll-ständig bedient sind.

Für die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen ist den Anleihegläubigern keinerlei Sicherheit jedweder Art durch die Emitten-tin oder durch Dritte gestellt; eine solche Sicherheit wird (vorbehaltlich § 9(a)(iii)) auch zu keinem spä-teren Zeitpunkt gestellt werden.

Kein Anleihegläubiger ist berechtigt, Forderungen aus den Schuldverschreibungen gegen etwaige Forderungen der Emittentin gegen ihn aufzurech-nen. Die Emittentin ist vorbehaltlich der Erfüllung der Rückzahlungsbedingungen (wie in § 4(d) defi-niert) berechtigt, Forderungen gegen einen Anlei-hegläubiger mit den Verpflichtungen aus den Schuldverschreibungen aufzurechnen.

"**Vorrangige Verbindlichkeiten der Emittentin**" be-zeichnet:

- (i) alle nicht nachrangigen Verbindlichkei-ten der Emittentin (zur Klarstellung: dies schließt Verbindlichkeiten der Emittentin gegenüber allen Versicherungsnehmern und Anspruchsberechtigten aus Versiche-rungs- und Rückversicherungsverträgen ein); und
- (ii) alle gesetzlich nachrangigen Verbindlich-keiten der Emittentin gemäß § 39 Ab-satz 1 InsO (wie nachstehend definiert); und

- (e) *Noteholders.* The holders of Notes (the "**Notehold-ers**") are entitled to co-ownership participations or other comparable rights in the Global Note, which are transferable in accordance with applicable laws and the rules and regulations of the Clearing Sys-tem.

## § 2 Status

- (a) *Status of the Notes.* The Notes constitute unse-cured subordinated obligations of the Issuer rank-ing *pari passu* among themselves.

In the event of the liquidation, dissolution or insol-vency of the Issuer, or the composition or any other proceedings for the avoidance of insolvency of the Issuer, the obligations of the Issuer under the Notes rank subordinated to the Issuer's Senior Ranking Debt, and the claims of the Noteholders under the Notes will be satisfied after (but only after) the claims of all holders of the Issuer's Senior Ranking Debt. In any such event, Noteholders will not re-ceive any amounts payable in respect of the Notes until the claims of all of the Issuer's Senior Ranking Debt have first been satisfied in full.

No security of whatever kind securing the obliga-tions of the Issuer under the Notes is provided by the Issuer or any other person to the Noteholders; no such security shall be granted (subject to § 9(a)(iii)) at any later point in time.

No Noteholder may set off any claims arising under the Notes against any claims that the Issuer may have against it. The Issuer may set off its claims against a Noteholder against its obligations arising under the Notes subject to the Conditions to Re-demption (as defined in § 4(d)) being satisfied.

"**Issuer's Senior Ranking Debt**" means:

- (i) all unsubordinated obligations of the Is-suer (for the avoidance of doubt: this in-cludes any obligations of the Issuer to-wards all policy holders and beneficiaries under insurance and reinsurance con-tracts); and
- (ii) all obligations of the Issuer subordinated by operation of law in accordance with § 39(1) InsO (as defined below); and

- (iii) alle nachrangigen Verbindlichkeiten der Emittentin, soweit diese mit gesetzlich nachrangigen Verbindlichkeiten der Emittentin gemäß § 39 Absatz 1 InsO zumindest gleichrangig sind; und
- (iv) alle sonstigen nachrangigen Verbindlichkeiten der Emittentin, die aufgrund zwingender gesetzlicher Bestimmungen gegenüber den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen vorrangig sind.

**"Insolvenzordnung"** oder **"InsO"** bezeichnet die Insolvenzordnung (InsO) vom 5. Oktober 1994 in der jeweils geltenden Fassung; soweit Bestimmungen der Insolvenzordnung geändert oder ersetzt werden, bezieht sich der Verweis auf Bestimmungen der Insolvenzordnung in diesen Anleihebedingungen auf die geänderten Bestimmungen bzw. die Nachfolgeregelungen.

- (b) *Zahlungsbedingungen; Hinweis auf (vorinsolvenzliches) Zahlungsverbot.* Bereits vor Einleitung eines Insolvenz- oder Liquidationsverfahrens über das Vermögen der Emittentin steht

- (i) jede Zahlung von Zinsen und jede Nachzahlung von Zinsrückständen (wie in § 3.2(b) definiert) auf die Schuldverschreibungen unter dem Vorbehalt der Erfüllung der Bedingungen gemäß § 3.2 und § 3.3; und
- (ii) jede Rückzahlung der Schuldverschreibungen und jeder Rückkauf (wie in § 4(h)(i) definiert) unter dem Vorbehalt der Erfüllung der Rückzahlungsbedingungen gemäß § 4(d).

- (c) *Vorinsolvenzliches Zahlungsverbot.* Diese Nachrangregelung begründet ein Zahlungsverbot dahingehend, dass Zahlungen auf die Schuldverschreibungen nur nach Maßgabe der Bestimmungen dieser Nachrangregelung von der Emittentin geleistet und von den Anleihegläubigern verlangt werden dürfen; dies schließt Zahlungen im Zusammenhang mit einem Rückkauf ein. Verbotswidrige Zahlungen sind ungeachtet entgegenstehender Vereinbarungen an die Emittentin zurückzugewähren.

**Hinweis auf vorinsolvenzliches Zahlungsverbot.** Zu den Bedingungen gemäß § 3.2 und § 3.3 und zu den Rückzahlungsbedingungen gemäß § 4(d) gehören die Bedingungen, dass an dem Tag, an dem der betreffende Betrag von Kapital oder Zinsen (oder Zinsrückständen) zur Zahlung vorgesehen ist, (i) kein Insolvenzereignis eingetreten ist und an diesem Tag fortbesteht und (ii) die Zahlung des betreffenden Betrags kein Insolvenzereignis auslösen

- (iii) all subordinated obligations of the Issuer ranking at least *pari passu* with the Issuer's obligations subordinated by operation of law in accordance with § 39(1) InsO; and
- (iv) all other subordinated obligations of the Issuer which rank senior to the obligations of the Issuer under the Notes pursuant to mandatory statutory provisions.

**"Insolvency Code"** or **"InsO"** means the German Insolvency Code (*Insolvenzordnung*) dated October 5, 1994, as amended; to the extent that any provisions of the InsO are amended or replaced, the reference to provisions of the InsO as used in these Terms and Conditions shall refer to such amended provisions or successor provisions from time to time.

- (b) *Payment Conditions; Note on (Pre-Insolvency) Payment Prohibition.* Even prior to the commencement of any insolvency or liquidation proceedings over the assets of the Issuer

- (i) any payment of interest and any payment of Arrears of Interest (as defined in § 3.2(b)) on the Notes will be subject to the conditions set forth in § 3.2 and § 3.3 being satisfied; and
- (ii) any redemption of the Notes and any Repurchase (as defined in § 4(h)(i)) will be subject to the Conditions to Redemption set forth in § 4(d) being satisfied.

- (c) *Prohibition on payments applicable prior to an insolvency.* This provision on subordination constitutes a prohibition on payments to the effect that payments on the Notes may only be made by the Issuer and demanded by the Noteholders in accordance with this subordinated ranking provision; this includes payments in connection with a Repurchase. Payments made in violation of this prohibition on payments must be repaid to the Issuer irrespective of any agreements to the contrary.

**Note on the prohibition on payments applicable prior to an insolvency.** The conditions set forth in § 3.2 and § 3.3 and the Conditions to Redemption set forth in § 4(d) include the conditions that, on the date on which the relevant amount of principal or interest (or Arrears of Interest) is scheduled to be paid, (i) no Insolvency Event has occurred and is continuing on such date, and (ii) the payment of the

würde oder dessen drohenden Eintritt beschleunigen würde.

Das bedeutet, dass die Emittentin unabhängig von und bereits vor Einleitung eines Insolvenz- oder Liquidationsverfahrens über das Vermögen der Emittentin weder eine vorgesehene Zahlung von Zinsen (oder Zinsrückständen) noch eine Rückzahlung von Kapital vornehmen darf, wenn (i) die Emittentin am Tag der relevanten Zahlung überschuldet im Sinne von § 19 InsO oder zahlungsunfähig im Sinne von § 17 InsO ist oder eine Zahlungsunfähigkeit der Emittentin im Sinne von § 18 InsO droht (unabhängig davon, ob die Eröffnung des Insolvenzverfahrens beantragt wurde) oder (ii) die Zahlung des betreffenden Betrages zu einer Überschuldung der Emittentin im Sinne von § 19 InsO, einer Zahlungsunfähigkeit der Emittentin im Sinne von § 17 InsO oder einer drohenden Zahlungsunfähigkeit der Emittentin im Sinne von § 18 InsO (unabhängig davon, ob die Eröffnung des Insolvenzverfahrens beantragt wurde) führen oder ein solches Ereignis beschleunigen würde. Ein solches Zahlungsverbot kann für unbestimmte Zeit und sogar dauerhaft gelten.

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

Ein **"Insolvenzeroignis"** ist unabhängig von der Einleitung eines Insolvenz- oder Liquidationsverfahrens eingetreten, wenn bezüglich der Emittentin ein Eröffnungsgrund für ein Insolvenzverfahren im Sinne der Anwendbaren Insolvenzrechtlichen Vorschriften vorliegt. Gemäß den am Tag der Begebung der Schuldverschreibungen geltenden Anwendbaren Insolvenzrechtlichen Vorschriften sind folgende Eröffnungsgründe möglich: (i) die Emittentin ist an dem betreffenden Tag überschuldet im Sinne von § 19 InsO oder (ii) die Emittentin ist an dem betreffenden Tag zahlungsunfähig im Sinne von § 17 InsO oder (iii) bei der Emittentin liegt an dem betreffenden Tag eine drohende Zahlungsunfähigkeit im Sinne von § 18 InsO vor (unabhängig davon, ob die Eröffnung eines Insolvenzverfahrens beantragt wurde).

relevant amount would not cause, or accelerate the imminent occurrence of, an Insolvency Event.

This means that irrespective of, and even prior to, the commencement of any insolvency or liquidation proceedings over the assets of the Issuer, the Issuer shall not make a scheduled payment of interest (or Arrears of Interest) or a repayment of principal if (i) on the date of the relevant payment, the Issuer is over-indebted (überschuldet) within the meaning of § 19 InsO, or illiquid (zahlungsunfähig) within the meaning of § 17 InsO or there is an imminent illiquidity of the Issuer (drohende Zahlungsunfähigkeit) within the meaning of § 18 InsO of the Issuer (regardless of whether the commencement of insolvency proceedings has been applied for), or (ii) the payment of the relevant amount would result in an over-indebtedness (Überschuldung) within the meaning of § 19 InsO, illiquidity (Zahlungsunfähigkeit) within the meaning of § 17 InsO or imminent illiquidity of the Issuer (drohende Zahlungsunfähigkeit) within the meaning of § 18 InsO (regardless of whether the commencement of insolvency proceedings has been applied for) or would accelerate the occurrence of such an event. Such a prohibition on payments may be in effect for an indefinite period of time and even permanently.

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

An **"Insolvency Event"** occurs, regardless of the commencement of any insolvency or liquidation proceedings, if a reason for the commencement of insolvency proceedings in respect of the Issuer within the meaning of the Applicable Insolvency Regulations exists. In accordance with the Applicable Insolvency Regulations in effect on the date of issue of the Notes, the following reasons for the commencement of insolvency proceedings apply: on any relevant day, (i) the Issuer is over-indebted (überschuldet) within the meaning of § 19 InsO or (ii) the Issuer is illiquid (zahlungsunfähig) within the meaning of § 17 InsO or (iii) an imminent illiquidity (drohende Zahlungsunfähigkeit) of the Issuer within the meaning of § 18 InsO exists (regardless of the application for the commencement of any insolvency proceedings).

- (d) Unter Beachtung von § 2(a) bis (c) bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus ihrem sonstigen freien Vermögen zu bedienen.

### § 3 Zinsen

#### § 3.1 Verzinsung

- (a) *Festzins.*

- (i) *Festzinszahlungstag.* In dem Zeitraum ab dem 10. Januar 2024 (der "**Zinslaufbeginn**") (einschließlich) bis zum 26. Juli 2034 (der "**Erste Zinsanpassungstag**") (ausschließlich) wird jede Schuldverschreibung bezogen auf ihren Festgelegten Nennbetrag mit einem Zinssatz von 4,851 % *per annum* verzinst. Die Zinsen für jede Festzinsperiode (wie nachstehend definiert) sind jährlich nachträglich an jedem Festzinszahlungstag (wie nachstehend definiert) zur Zahlung vorgesehen und werden gemäß den Bedingungen der § 3.2 und § 3.3 fällig.

Die erste Zinszahlung beläuft sich auf einen Bruchteilzinsbetrag von EUR 2.624,31 je Festgelegtem Nennbetrag.

"**Festzinszahlungstag**" bezeichnet den 26. Juli eines jeden Jahres. Der erste Festzinszahlungstag ist der 26. Juli 2024 (erste kurze Zinsperiode). Der letzte Festzinszahlungstag ist der Erste Zinsanpassungstag.

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

- (ii) *Festzins-Zinstagequotient.* Zinsen für einen beliebigen Zeitraum (ausgenommen ist ein etwaiger Zeitraum, für den ein Bruchteilzinsbetrag festgelegt ist) bis zum Ersten Zinsanpassungstag (ausschließlich) werden auf der Grundlage des Festzins-Zinstagequotienten berechnet.

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

- (d) Subject to § 2(a) to (c), the Issuer may pay amounts due under the Notes also from its other distributable assets (*sonstiges freies Vermögen*).

### § 3 Interest

#### § 3.1 Interest Rate

- (a) *Fixed rate interest.*

- (i) *Fixed Interest Payment Date.* In the period from and including 10 January 2024 (the "**Interest Commencement Date**") to but excluding 26 July 2034 (the "**First Reset Date**") each Note bears interest on its Specified Denomination at an interest rate of 4.851 per cent. *per annum*. Interest for each Fixed Interest Period (as defined below) is scheduled to be paid annually in arrear on each **Fixed Interest Payment Date** (as defined below), and will be due and payable (*fällig*) in accordance with the conditions set forth in § 3.2 and § 3.3.

The first payment of interest will amount to a broken interest amount of EUR 2,624.31 per Specified Denomination.

"**Fixed Interest Payment Date**" means 26 July of each year. The first Fixed Interest Payment Date will be 26 July 2024 (short first coupon), and the last Fixed Interest Payment Date will be the First Reset Date.

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

- (ii) *Fixed Rate Day Count Fraction.* Interest for any period of time (other than any period of time for which a broken interest amount has been fixed) to but excluding the First Reset Date will be calculated on the basis of the Fixed Rate Day Count Fraction.

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

- (A) wenn der Festzinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl von Tagen in dem Festzinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in der betreffenden Feststellungsperiode und (y) der Anzahl der Feststellungsperioden, die üblicherweise in einem Jahr enden; und
- (B) wenn der Festzinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus
- (I) der Anzahl der Tage in dem betreffenden Festzinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Festzinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl der Tage in der betreffenden Feststellungsperiode und (y) der Anzahl der Feststellungsperioden, die üblicherweise in einem Jahr enden; und
- (II) die Anzahl der Tage in dem betreffenden Festzinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl der Tage in der betreffenden Feststellungsperiode und (y) der Anzahl der Feststellungsperioden, die üblicherweise in einem Jahr enden.

Dabei gilt Folgendes:

**"Feststellungsperiode"** bezeichnet jeden Zeitraum ab einem Feststellungstermin (einschließlich), der in ein beliebiges Jahr fällt, bis zum nächsten Feststellungstermin (ausschließlich).

- (A) if the Fixed Rate Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Fixed Rate Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
- (B) if the Fixed Rate Calculation Period is longer than one Determination Period, the sum of:
- (I) the number of days in such Fixed Rate Calculation Period falling in the Determination Period in which the Fixed Rate Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
- (II) the number of days in such Fixed Rate Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year.

Where:

**"Determination Period"** means each period from and including a Determination Date in any year to but excluding the next Determination Date.

"Feststellungstermin" bezeichnet jeden 26. Juli.

(b) *Variabler Zins.*

- (i) *Variable Zinszahlungstage.* Jede Schuldverschreibung wird bezogen auf ihren Festgelegten Nennbetrag für die jeweilige Variable Zinsperiode (wie nachstehend definiert) mit einem jährlichen Satz, der dem Variablen Zinssatz (wie nachstehend definiert) entspricht, verzinst. Die Zinsen für jede Variable Zinsperiode sind vierteljährlich nachträglich an jedem Variablen Zinszahlungstag (wie nachstehend definiert) zur Zahlung vorgesehen und werden gemäß den Bedingungen der § 3.2 und § 3.3 fällig. Der zur Zahlung vorgesehene Variable Zinsbetrag wird gemäß § 3.1(e) berechnet.

"**Variabler Zinszahlungstag**" bezeichnet, vorbehaltlich der Variablen Geschäftstageskonvention, den 26. Oktober, 26. Januar, 26. April und 26. Juli eines jeden Jahres. Der erste Variable Zinszahlungstag ist, vorbehaltlich der Variablen Geschäftstageskonvention, der 26. Oktober 2034.

"**Variable Geschäftstageskonvention**" hat die folgende Bedeutung: Fällt ein Variabler Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, dann wird der Variable Zinszahlungstag auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Variable Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

"**Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem (x) das Clearingsystem und (y) das von dem Eurosystem betriebene Real-time Gross Settlement-System (T2) oder ein Nachfolgesystem für die Abwicklung von Zahlungen in Euro geöffnet sind.

- (ii) *Variabler Zinssatz.* Der "**Variable Zinssatz**" für jede Variable Zinsperiode ist ein Zinssatz *per annum*, der dem Referenzsatz (wie in § 3.1(c) definiert) zuzüglich der Marge (wie nachstehend definiert) entspricht, wobei der Variable Zinssatz mindestens 0,00 % *per annum* beträgt.

"**Marge**" bezeichnet 3,35 % *per annum*.

"**Determination Date**" means each 26 July.

(b) *Floating rate interest.*

- (i) *Floating Interest Payment Dates.* Each Note bears interest on its Specified Denomination at the rate *per annum* equal to the Floating Rate of Interest (as defined below) for the relevant Floating Interest Period (as defined below). Interest for each Floating Interest Period is scheduled to be paid quarterly in arrear on each Floating Interest Payment Date (as defined below) and will be due and payable (*fällig*) in accordance with the conditions set forth in § 3.2 and § 3.3. The Floating Interest Amount scheduled to be paid shall be determined in accordance with § 3.1(e).

"**Floating Interest Payment Date**" means, subject to the Floating Business Day Convention, 26 October, 26 January, 26 April and 26 July in each year. The first Floating Interest Payment Date will be 26 October 2034, subject to the Floating Business Day Convention.

"**Floating Business Day Convention**" has the following meaning: If any Floating Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), the Floating Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Floating Interest Payment Date shall be brought forward to the immediately preceding Business Day.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which both (x) the Clearing System and (y) the real-time gross settlement system operated by the Eurosystem (T2), or any successor system, are open for the settlement of payments in Euro.

- (ii) *Floating Rate of Interest.* The "**Floating Rate of Interest**" for each Floating Interest Period will be an interest rate *per annum* equal to the Reference Rate (as defined in § 3.1(c)) plus the Margin (as defined below), subject to a minimum for the Floating Rate of Interest of 0.00 per cent. *per annum*.

"**Margin**" means 3.35 per cent. *per annum*.

"**Variable Zinsperiode**" bezeichnet den Zeitraum ab dem Ersten Zinsanpassungstag (einschließlich) bis zum ersten Variablen Zinszahlungstag (ausschließlich) sowie jeden folgenden Zeitraum ab jedem Variablen Zinszahlungstag (einschließlich) bis zu dem jeweils nächstfolgenden Variablen Zinszahlungstag (ausschließlich).

- (c) *Feststellung des Referenzsatzes.* Die Berechnungsstelle bestimmt an jedem Zinsfestsetzungstag (wie nachstehend definiert) den betreffenden Referenzsatz nach Maßgabe dieses § 3.1(c). In diesem § 3.1(c) verwendete Begriffe haben die in diesem § 3.1(c) oder in § 3.1(d) festgelegten Bedeutungen.

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

- (i) Für jede Variable Zinsperiode, die vor dem Eintritt des jeweiligen Stichtags (wie in § 3.1(d)(vii) definiert) beginnt, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

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

- (ii) Für die Variable Zinsperiode, die unmittelbar nach dem jeweiligen Stichtag beginnt, und alle folgenden Variablen Zinsperioden, wird der Referenzsatz gemäß § 3.1(d) bestimmt.

- (iii) Wenn die Feststellung des Referenzsatzes gemäß § 3.1(c)(i) oder (ii) dazu führen würde, dass ein Aufsichtsrechtliches Ereignis (wie in § 4(c)(iii) definiert) eintritt, entspricht der Referenzsatz für die nächste und jede nachfolgende Variable Zinsperiode dem an dem letzten zurückliegenden Zinsfestsetzungstag festgestellten Referenzsatz, wobei, falls dieser § 3.1(c)(iii) bereits an dem Zinsfestsetzungstag vor Beginn der ersten Variablen Zinsperiode angewendet werden muss, der Referenzsatz für die erste und jede nachfolgende Variable Zinsperiode 2,298 % *per annum* entspricht.

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

- (c) *Determination of the Reference Rate.* The Calculation Agent will determine the relevant Reference Rate in accordance with this § 3.1(c) on each Interest Determination Date (as defined below). Terms used in this § 3.1(c) have the meanings set out in this § 3.1(c) or in § 3.1(d).

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

- (i) For each Floating Interest Period beginning prior to the occurrence of the relevant Effective Date (as defined in § 3.1(d)(vii)), the Reference Rate will be equal to the Original Benchmark Rate on the relevant Interest Determination Date.

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

- (ii) For the Floating Interest Period commencing immediately after the relevant Effective Date and all following Floating Interest Periods, the Reference Rate will be determined in accordance with § 3.1(d).

- (iii) If the determination of the Reference Rate in accordance with § 3.1(c)(i) or (ii) were to cause a Regulatory Event (as defined in § 4(c)(iii)), the Reference Rate applicable to the next and each subsequent Floating Interest Period shall be the Reference Rate determined on the last preceding Interest Determination Date, provided that if this § 3.1(c)(iii) is to be applied on the Interest Determination Date prior to the commencement of the first Floating Interest Period, the Reference Rate applicable to the first and each subsequent Floating Interest Period shall be 2.298 per cent. *per annum*.

Dabei gilt Folgendes:

**"Bildschirmseite"** bezeichnet die Reuters-Bildschirmseite EURIBOR01 oder eine andere Bildschirmseite von Reuters oder von einem anderen Informationsanbieter als Nachfolger, welche die Reuters-Bildschirmseite EURIBOR01 ersetzt.

**"T2-Geschäftstag"** bezeichnet einen Tag, an dem das von dem Eurosystem betriebene Real-time Gross Settlement-System (T2) oder ein Nachfolgesystem für die Abwicklung von Zahlungen in Euro geöffnet ist.

**"Ursprünglicher Benchmarksatz"** an einem Tag bezeichnet (vorbehaltlich § 3.1(d)) die 3-Monats-Euro-Interbank-Offered-Rate (ausgedrückt als Prozentsatz *per annum*), die an dem betreffenden Tag um 11:00 Uhr (Brüsseler Ortszeit) festgesetzt und auf der Bildschirmseite angezeigt wird.

**"Zinsfestsetzungstag"** bezeichnet den zweiten T2-Geschäftstag vor Beginn der jeweiligen Variablen Zinsperiode.

(d) *Benchmark-Ereignis.* Wenn ein Benchmark-Ereignis (wie in § 3.1(d)(vi) definiert) in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 3.1(b) Folgendes:

(i) *Unabhängiger Berater.* Die Emittentin wird sich bemühen, sobald dies (nach Ansicht der Emittentin) nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestsetzungstag erforderlich ist, einen Unabhängigen Berater (wie in § 3.1(d)(vi) definiert) zu benennen, der einen Neuen Benchmarksatz (wie in § 3.1(d)(vi) definiert), die Anpassungsspanne (wie in § 3.1(d)(vi) definiert) und etwaige Benchmark-Änderungen (wie in § 3.1(d)(iv) definiert) festlegt.

(ii) *Ausweichsatz (Fallback).* Wenn vor dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag

(A) die Emittentin keinen Unabhängigen Berater ernannt hat; oder

(B) der von ihr ernannte Unabhängige Berater keinen Neuen Benchmarksatz, keine Anpassungsspanne und/oder keine Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 3.1(d) festgelegt hat,

Where:

**"Screen Page"** means the Reuters screen page EURIBOR01 or such other screen page of Reuters or such other information service which is the successor to the Reuters screen page EURIBOR01.

**"T2 Business Day"** means a day on which the real-time gross settlement system operated by the Eurosystem (T2), or any successor system, is open for the settlement of payments in Euro.

**"Original Benchmark Rate"** on any day means (subject to § 3.1(d)) the 3-month Euro Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on the Screen Page as of, 11:00 a.m. (Brussels time) on such day.

**"Interest Determination Date"** means the second T2 Business Day prior to the commencement of the relevant Floating Interest Period.

(d) *Benchmark Event.* If a Benchmark Event (as defined in § 3.1(d)(vi)) occurs in relation to the Original Benchmark Rate, the relevant Reference Rate and the interest on the Notes in accordance with § 3.1(b) will be determined as follows:

(i) *Independent Adviser.* The Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, endeavor to appoint an Independent Adviser (as defined in § 3.1(d)(vi)), who will determine a New Benchmark Rate (as defined in § 3.1(d)(vi)), the Adjustment Spread (as defined in § 3.1(d)(vi)) and any Benchmark Amendments (as defined in § 3.1(d)(iv)).

(ii) *Fallback rate.* If, prior to the 10<sup>th</sup> Business Day prior to the relevant Interest Determination Date,

(A) the Issuer has not appointed an Independent Adviser; or

(B) the Independent Adviser appointed by it has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined any Benchmark Amendments (if required) in accordance with this § 3.1(d),



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

Falls dieser § 3.1(d)(ii) bereits an dem Zinsfestsetzungstag vor Beginn der ersten Variablen Zinsperiode angewendet werden muss, entspricht der Referenzsatz für die erste Variable Zinsperiode 2,298 % *per annum*.

Falls der gemäß diesem § 3.1(d)(ii) bestimmte Ausweichsatz (*Fallback*) zur Anwendung kommt, wird § 3.1(d) erneut angewendet, um den Referenzsatz für die nächste nachfolgende Variable Zinsperiode (und, sofern notwendig, weitere nachfolgende Variable Zinsperiode(n)) zu bestimmen.

(iii) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz.* Falls der Unabhängige Berater nach billigem Ermessen feststellt,

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

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

In beiden Fällen entspricht der **Referenzsatz** für die unmittelbar nach dem Stichtag beginnende Variable Zinsperiode und alle folgenden Variablen Zinsperioden vorbehaltlich § 3.1(c)(iii) dann (x) dem Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsspanne.

(iv) *Benchmark-Änderungen.* Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsspanne gemäß diesem § 3.1(d) festgelegt werden und wenn der Unabhängige Berater nach billigem Ermessen feststellt, dass Änderungen dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen die

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

If this § 3.1(d)(ii) is to be applied on the Interest Determination Date prior to the commencement of the first Floating Interest Period, the Reference Rate applicable to the first Floating Interest Period shall be 2.298 per cent. per annum.

If the fallback rate determined in accordance with this § 3.1(d)(ii) is to be applied, § 3.1(d) will be operated again to determine the Reference Rate applicable to the next subsequent Floating Interest Period (and, if required, further subsequent Floating Interest Period(s)).

(iii) *Successor Benchmark Rate or Alternative Benchmark Rate.* If the Independent Adviser determines in its reasonable discretion that:

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

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

In either case the **Reference Rate** for the Floating Interest Period commencing immediately after the Effective Date and all following Floating Interest Periods, subject to § 3.1(c)(iii), will then be (x) the New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

(iv) *Benchmark Amendments.* If any New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 3.1(d), and if the Independent Adviser determines in its reasonable discretion that amendments to these Terms and Conditions are necessary to ensure the proper operation of such New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"),

"**Benchmark-Änderungen**"), dann wird der Unabhängige Berater die Benchmark-Änderungen feststellen.

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

- (A) die Feststellung des Referenzsatzes gemäß § 3.1(c) und diesem § 3.1(d); und/oder
- (B) die Definitionen der Begriffe "Geschäftstag", "Variable Zinsperiode", "Variabler Zinstagequotient", "Variabler Zinszahlungstag" und/oder "Zinsfestsetzungstag" (einschließlich der Festlegung, ob der Referenzsatz vorwärts- oder rückwärtsgerichtet bestimmt wird); und/oder
- (C) die Geschäftstagekonvention gemäß der Definition des Begriffs "Variable Geschäftstagekonvention" und den Zahlungstag gemäß § 5(d).

(v) *Mitteilungen etc.*

- (A) Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne, etwaige Benchmark-Änderungen und den betreffenden Stichtag gemäß diesem § 3.1(d) bzw. den Ausweichsatz gemäß § 3.1(d)(ii) dem Fiscal Agent, der Berechnungsstelle und den Zahlstellen in Form einer von zwei Unterschriftsberechtigten der Emittentin unterzeichneten Bescheinigung mitteilen, und zwar sobald eine solche Mitteilung bzw. Bescheinigung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag.
- (B) Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen gemäß diesem § 3.1(d) bzw. den Ausweichsatz gemäß § 3.1(d)(ii) den Anleihegläubigern gemäß § 10 mitteilen, und

then the Independent Adviser will determine the Benchmark Amendments.

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

- (A) the determination of the Reference Rate in accordance with § 3.1(c) and this § 3.1(d); and/or
- (B) the definitions of the terms "Business Day", "Floating Interest Period", "Floating Day Count Fraction", "Floating Interest Payment Date" and/or "Interest Determination Date" (including the determination whether the Reference Rate will be determined on a forward looking or a backward looking basis); and/or
- (C) the business day convention in the definition of the term "Floating Business Day Convention" and the payment date in accordance with § 5(d).

(v) *Notices etc.*

- (A) The Issuer will notify any New Benchmark Rate, the Adjustment Spread, the Benchmark Amendments (if any) and the relevant Effective Date determined in accordance with this § 3.1(d) or the fallback rate in accordance with § 3.1(d)(ii), as the case may be, to the Fiscal Agent, the Calculation Agent and the Paying Agents in the form of a certificate signed by two authorized signatories of the Issuer as soon as such notification or certification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10<sup>th</sup> Business Day prior to the relevant Interest Determination Date.
- (B) The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined in accordance with this § 3.1(d) or the fallback rate in accordance with § 3.1(d)(ii), as the case may be, to the

zwar sobald wie möglich nach der Mitteilung gemäß Buchstabe (A). Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen bzw. der Ausweichsatz sowie der betreffende Stichtag, die jeweils in der Mitteilung benannt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen, die Berechnungsstelle und die Anleihegläubiger bindend.

- (C) Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsspanne und die etwaigen Benchmark-Änderungen geändert.

- (vi) *Definitionen.* In diesem § 3.1(d) gilt Folgendes:

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

- (1) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von einem Maßgeblichen Nominierungsgremium empfohlen wird; oder
- (2) (sofern keine Empfehlung gemäß Ziffer (1) abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise an den internationalen Anleihemarkt auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmark-

Noteholders in accordance with § 10 as soon as practicable following the notice in accordance with clause (A). Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) or the fallback rate, as the case may be, and the relevant Effective Date, each as specified in such notice, will (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agents, the Calculation Agent and the Noteholders.

- (C) The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) with effect from the Effective Date.

- (vi) *Definitions.* As used in this § 3.1(d):

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

- (1) in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or
- (2) (if no recommendation pursuant to clause (1) has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determi-

satz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder

- (3) (sofern der Unabhängige Berater nach billigem Ermessen feststellt, dass keine solche Spanne üblicherweise angewendet wird und dass das Folgende für die Schuldverschreibungen angemessen ist) als industrieweiter Standard für Over-the-Counter-Derivatetransaktionen, die sich auf den Ursprünglichen Benchmarksatz beziehen, anerkannt oder bestätigt ist, wenn der Ursprüngliche Benchmarksatz durch den Neuen Benchmarksatz ersetzt worden ist, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

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

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

- (1) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen von oder im Namen der für den Administrator des Ursprünglichen Benchmarksatzes zuständigen Aufsichtsbehörde vorgenommen wird, (x) aus der hervorgeht, dass dieser Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt, oder (y) aufgrund derer der Ursprüngliche Benchmarksatz allgemein oder in Bezug auf die Schuldverschreibungen

nations will be made by the Independent Adviser in its reasonable discretion; or

- (3) (if the Independent Adviser in its reasonable discretion determines that no such spread is customarily applied and that the following would be appropriate for the Notes) is recognized or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Benchmark Rate, where the Original Benchmark Rate has been replaced by the New Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

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

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

- (1) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator is made, (x) stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate, or (y) as a consequence of which the Original Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes; or

	nicht mehr verwendet werden darf; oder		
(2)	eine öffentliche Erklärung oder eine Veröffentlichung von Informationen von oder im Namen des Administrators des Ursprünglichen Benchmarksatzes vorgenommen wird, aus der hervorgeht, dass der Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder	(2)	a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
(3)	eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz ihrer Ansicht nach nicht mehr repräsentativ für den zugrunde liegenden Markt, den er zu messen vorgibt, ist oder sein wird, und keine von der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes geforderten Maßnahmen zur Behebung einer solchen Situation ergriffen werden oder zu erwarten sind; oder	(3)	a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer, or will no longer be, representative of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the regulatory supervisor of the Original Benchmark Rate administrator; or
(4)	die Verwendung des Ursprünglichen Benchmarksatzes aus irgendeinem Grund nach einem Gesetz oder einer Verordnung, die in Bezug auf den Fiscal Agent, die Zahlstellen, die Berechnungsstelle oder die Emittentin anwendbar sind, rechtswidrig geworden ist; oder	(4)	it has become, for any reason, unlawful under any law or regulation applicable to the Fiscal Agent, the Paying Agents, the Calculation Agent or the Issuer to use the Original Benchmark Rate; or
(5)	der Ursprüngliche Benchmarksatz ohne vorherige offizielle Ankündigung durch die zuständige Aufsichtsbehörde oder den Administrator dauerhaft nicht mehr veröffentlicht wird; oder	(5)	the Original Benchmark Rate is permanently no longer published without a previous official announcement by the regulatory supervisor or the administrator; or
(6)	eine wesentliche Änderung der Methodologie des Ursprünglichen Benchmarksatzes vorgenommen wird.	(6)	a material change is made to the Original Benchmark Rate methodology.

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

- (1) die Zentralbank für die Währung, auf die sich die Benchmark oder der Bildschirmsatz bezieht, oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder
- (2) jede Arbeitsgruppe oder jeden Ausschuss, die bzw. der von (I) der Zentralbank für die Währung, auf die sich die Benchmark oder der Bildschirmsatz bezieht, (II) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (III) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (IV) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon gefördert, geführt oder mitgeführt wird oder auf deren Verlangen gebildet wird.

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

**"Neuer Benchmarksatz"** bezeichnet den jeweils gemäß diesem § 3.1(d) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

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

- (vii) *Stichtag.* Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsspanne und der etwaigen Benchmark-Änderungen gemäß diesem

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

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

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

**"New Benchmark Rate"** means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 3.1(d).

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

- (vii) *Effective Date.* The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3.1(d) (the **"Effective Date"**) will be the Interest Determination Date

§ 3.1(d) (der "**Stichtag**") ist der Zinsfestsetzungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:

- (A) den Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird, den Tag, an dem der Ursprüngliche Benchmarksatz eingestellt wird oder den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr repräsentativ ist oder sein wird, wenn das Benchmark-Ereignis aufgrund der Ziffern (1)(x), (2) oder (3) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder
  - (B) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund der Ziffern (1)(y) oder (4) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder
  - (C) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Ziffern (5) oder (6) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist.
- (viii) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 3.1(d) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 3.1 auf den Begriff "Ursprünglicher Benchmarksatz" als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.
- (ix) In diesem § 3.1 schließt jede Bezugnahme auf den Begriff "Ursprünglicher Benchmarksatz" gegebenenfalls auch eine Bezugnahme auf eine etwaige Teilkomponente des Ursprünglichen Benchmarksatzes ein, wenn in Bezug auf diese Teilkomponente ein Benchmark-Ereignis eingetreten ist.
- (e) *Variabler Zinsbetrag.* Die Berechnungsstelle wird an oder unverzüglich nach jedem Zinsfestsetzungstag den auf die Schuldverschreibungen zur Zahlung vorgesehenen variablen Zinsbetrag bezo-

falling on or after the earliest of the following dates:

- (A) if the Benchmark Event has occurred as a result of clauses (1)(x), (2) or (3) of the definition of the term "Benchmark Event", the date of cessation of publication of the Original Benchmark Rate, the date of the discontinuation of the Original Benchmark Rate or the date as from which the Original Benchmark Rate is no longer, or will no longer be, representative, as the case may be; or
  - (B) if the Benchmark Event has occurred as a result of clauses (1)(y) or (4) of the definition of the term "Benchmark Event", the date from which the prohibition applies; or
  - (C) if the Benchmark Event has occurred as a result of clauses (5) or (6) of the definition of the term "Benchmark Event", the date of the occurrence of the Benchmark Event.
- (viii) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3.1(d) shall apply *mutatis mutandis* to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, any reference in this § 3.1 to the term "Original Benchmark Rate" shall be deemed to be a reference to the New Benchmark Rate that last applied.
- (ix) Any reference in this § 3.1 to the term "Original Benchmark Rate" shall be deemed to include a reference to any component part thereof, if any, in respect of which a Benchmark Event has occurred.
- (e) *Floating Interest Amount.* The Calculation Agent will, on or without undue delay (*unverzüglich*) after each Interest Determination Date, calculate the amount of floating interest (the "**Floating Interest**")

	<p>gen auf den Festgelegten Nennbetrag (der "<b>Variable Zinsbetrag</b>") für die entsprechende Variable Zinsperiode berechnen. Der Variable Zinsbetrag je Schuldverschreibung wird ermittelt, indem der Variable Zinssatz und der Variable Zinstagequotient (wie nachstehend definiert) auf den Festgelegten Nennbetrag angewendet werden, wobei der resultierende Betrag auf den nächsten EUR 0,01 auf- oder abgerundet wird, wobei EUR 0,005 aufgerundet werden.</p> <p>"<b>Variabler Zinstagequotient</b>" bezeichnet im Hinblick auf die Berechnung des Variablen Zinsbetrages für einen beliebigen Zeitraum (der "<b>Variable Zinsberechnungszeitraum</b>") die tatsächliche Anzahl der Tage in dem Variablen Zinsberechnungszeitraum geteilt durch 360 (Actual/360).</p>	<p><b>Amount</b>") scheduled to be paid on the Notes in respect of the Specified Denomination for the relevant Floating Interest Period. The Floating Interest Amount per Note shall be calculated by applying the Floating Rate of Interest and the Floating Day Count Fraction (as defined below) to the Specified Denomination and rounding the resulting figure to the nearest EUR 0.01, EUR 0.005 being rounded upwards.</p> <p>"<b>Floating Day Count Fraction</b>" means, in respect of the calculation of the Floating Interest Amount for any period of time (the "<b>Floating Rate Calculation Period</b>"), the actual number of days in the Floating Rate Calculation Period divided by 360 (Actual/360).</p>
(f)	<p><i>Mitteilungen.</i> Die Berechnungsstelle wird veranlassen, dass der Referenzsatz, der daraus resultierende Variable Zinssatz, der Variable Zinsbetrag für die jeweilige Variable Zinsperiode, die jeweilige Variable Zinsperiode und der betreffende Variable Zinszahlungstag der Emittentin, dem Fiscal Agent, den Zahlstellen, den Anleihegläubigern durch Mitteilung gemäß § 10 und jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, unverzüglich, aber keinesfalls später als am ersten Tag der jeweiligen Variablen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsperiode können der mitgeteilte Variable Zinsbetrag und Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird unverzüglich allen maßgeblichen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind, sowie den Anleihegläubigern gemäß § 10 mitgeteilt.</p>	(f) <p><i>Notifications.</i> The Calculation Agent will cause the Reference Rate, the resulting Floating Rate of Interest, each Floating Interest Amount for each Floating Interest Period, each Floating Interest Period and the relevant Floating Interest Payment Date to be notified to the Issuer, the Fiscal Agent, the Paying Agents, the Noteholders by notice in accordance with § 10 and, if required by the rules of any stock exchange on which the Notes are from time to time listed at the initiative of the Issuer, to such stock exchange, without undue delay (<i>unverzüglich</i>), but in no event later than the first day of the relevant Floating Interest Period. Each Floating Interest Amount and Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be notified to any relevant stock exchange on which the Notes are then listed at the initiative of the Issuer and to the Noteholders in accordance with § 10 without undue delay (<i>unverzüglich</i>).</p>
(g)	<p><i>Verbindlichkeit der Festsetzungen.</i> Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3.1 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen und die Anleihegläubiger bindend.</p>	(g) <p><i>Determinations Binding.</i> All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3.1 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agents and the Noteholders.</p>
§ 3.2	<p><b>Fälligkeit von Zinszahlungen (wahlweiser Aufschub und Pflichtaufschub von Zinszahlungen); Zinsrückstände</b></p>	§ 3.2 <p><b>Due Date for Interest Payments (Optional Deferral and Compulsory Deferral of Interest Payments); Arrears of Interest</b></p>
(a)	<p><i>Fälligkeit von Zinszahlungen.</i> Zinsen, die während einer Zinsperiode auflaufen, werden an dem Zinszahlungstag für diese Zinsperiode wie folgt fällig:</p>	(a) <p><i>Due Date for Interest Payments.</i> Interest which accrues during an Interest Period will be due and payable (<i>fällig</i>) on the Interest Payment Date for such Interest Period as follows:</p>



(i) Wenn in den letzten sechs Monaten vor dem betreffenden Zinszahlungstag ein Dividendenereignis (wie nachstehend definiert) eingetreten ist, werden die Zinsen an diesem Zinszahlungstag fällig, sofern kein Pflichtaufschubereignis in Bezug auf diesen Zinszahlungstag eingetreten ist.

(ii) Wenn in den letzten sechs Monaten vor dem betreffenden Zinszahlungstag kein Dividendenereignis (wie nachstehend definiert) eingetreten ist, werden die Zinsen an diesem Zinszahlungstag fällig, sofern kein Pflichtaufschubereignis in Bezug auf diesen Zinszahlungstag eingetreten ist und sofern sich die Emittentin nicht dazu entscheidet, die betreffende Zinszahlung (insgesamt oder teilweise) aufzuschieben.

Wenn die Emittentin von dem Recht, Zinsen aufzuschieben, Gebrauch macht, wird sich die Emittentin bemühen, dies spätestens an dem betreffenden Zinszahlungstag gemäß § 10 mitzuteilen. Ein Unterlassen der Mitteilung an die Anleihegläubiger berührt nicht die Wirksamkeit des Aufschubs der Zinszahlung und stellt in keinem Fall eine Pflichtverletzung dar. Eine bis zu dem betreffenden Zinszahlungstag nicht erfolgte Mitteilung ist unverzüglich nachzuholen.

Wenn sich die Emittentin entschieden hat, aufgelaufene Zinsen (insgesamt oder teilweise) aufzuschieben, dann ist sie nicht verpflichtet, an dem betreffenden Zinszahlungstag aufgelaufene Zinsen zu zahlen bzw. ist sie nur verpflichtet, den Teil der aufgelaufenen Zinsen zu leisten, für dessen Aufschub sie sich nicht entschieden hat. Eine Nichtzahlung von Zinsen aus diesem Grund begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

(iii) Wenn in Bezug auf einen Zinszahlungstag ein Pflichtaufschubereignis eingetreten ist, werden Zinsen an diesem Zinszahlungstag nicht fällig. Eine Nichtzahlung von Zinsen aus diesem Grund begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

(i) If during the six months before the relevant Interest Payment Date a Dividend Payment Event (as defined below) has occurred, the interest will be due and payable (*fällig*) on such Interest Payment Date, provided that no Compulsory Deferral Event has occurred with respect to such Interest Payment Date.

(ii) If during the six months before the relevant Interest Payment Date no Dividend Payment Event (as defined below) has occurred, the interest will be due and payable (*fällig*) on such Interest Payment Date, provided that no Compulsory Deferral Event has occurred with respect to such Interest Payment Date, and that the Issuer does not elect to defer the relevant payment of interest (in whole or in part).

If the Issuer exercises the right to defer interest, it shall endeavor to give notice thereof in accordance with § 10 no later than on the relevant Interest Payment Date. Any failure to give notice to the Noteholders shall not affect the validity of the deferral of interest and shall not constitute a default for any purpose. A notice which has not been given by the relevant Interest Payment Date shall be given without undue delay (*unverzüglich*) thereafter.

If the Issuer elects to defer accrued interest (in whole or in part), then it will not have any obligation to pay accrued interest on such Interest Payment Date or will only be obliged to pay such part of the accrued interest it elects not to defer, respectively. Any such failure to pay interest will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

(iii) If a Compulsory Deferral Event has occurred with respect to an Interest Payment Date, interest will not be due and payable (*fällig*) on that Interest Payment Date. Any such failure to pay interest will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

Wenn in Bezug auf einen Zinszahlungstag ein Pflichtaufschubereignis eingetreten ist, wird sich die Emittentin bemühen, dies spätestens an dem betreffenden Zinszahlungstag gemäß § 10 mitzuteilen. Ein Unterlassen der Mitteilung an die Anleihegläubiger berührt nicht die Wirksamkeit des Aufschubs der Zinszahlung und stellt in keinem Fall eine Pflichtverletzung dar. Eine bis zu dem betreffenden Zinszahlungstag nicht erfolgte Mitteilung ist unverzüglich nachzuholen.

If a Compulsory Deferral Event has occurred with respect to an Interest Payment Date, the Issuer shall endeavor to give notice thereof in accordance with § 10 no later than on the relevant Interest Payment Date. Any failure to give notice to the Noteholders shall not affect the validity of the deferral of interest and shall not constitute a default for any purpose. A notice which has not been given by the relevant Interest Payment Date shall be given without undue delay (*unverzüglich*) thereafter.

- (b) *Zinsrückstände.* Nach Maßgabe des § 3.2(a) nicht fällig gewordene aufgelaufene Zinsen für eine Zinsperiode sind Zinsrückstände (die "**Zinsrückstände**").

Zinsrückstände werden nicht verzinst.

- (c) *Definitionen.* In diesen Anleihebedingungen gilt Folgendes:

**"Anwendbare Aufsichtsrechtliche Anforderungen"** bezeichnet die Vorschriften des Versicherungsaufsichtsrechts, die hinsichtlich der Solo-Solvabilität der Emittentin und der Gruppen-Solvabilität der Gruppe jeweils in dem betreffenden Zeitpunkt anwendbar sind (zur Klarstellung: unter Einschluss etwaiger Übergangsbestimmungen), und darauf bezogene, die Emittentin und/oder die Gruppe betreffende Regelungen und Verordnungen sowie Beschlüsse und sonstige Entscheidungen der zuständigen Aufsichtsbehörde und sonstige Anforderungen (einschließlich der Verwaltungspraxis der zuständigen Aufsichtsbehörde und einschlägiger Gerichtsentscheidungen); dies schließt insbesondere die in dem betreffenden Zeitpunkt anwendbaren Vorschriften des Aufsichtsrechts hinsichtlich international tätiger Versicherungsgruppen (*internationally active insurance groups* – IAIG) und global systemrelevanter Versicherer (*global systemically important insurers* – G-SII) ein.

**"Delegierte Verordnung"** bezeichnet die Delegierte Verordnung (EU) 2015/35 der Kommission vom 10. Oktober 2014 zur Ergänzung der Richtlinie 2009/138/EG des Europäischen Parlaments und des Rates betreffend die Aufnahme und Ausübung der Versicherungs- und der Rückversicherungstätigkeit (Solvabilität II) in der jeweils geltenden Fassung; soweit Bestimmungen der Delegierten Verordnung geändert oder ersetzt werden, bezieht sich der Verweis auf Bestimmungen der Delegierten Verordnung in diesen Anleihebedingungen auf die geänderten Bestimmungen bzw. die Nachfolgeregelungen.

- (b) *Arrears of Interest.* Accrued interest in respect of an Interest Period which is not due and payable in accordance with § 3.2(a) will constitute arrears of interest ("**Arrears of Interest**").

Arrears of Interest will not bear interest.

- (c) *Definitions.* For the purposes of these Terms and Conditions:

**"Applicable Supervisory Requirements"** means the provisions of insurance regulation law as applicable at the relevant point in time to the solo solvency of the Issuer and the group solvency of the Group (for the avoidance of doubt, including any transitional rules), and any related provisions and regulations, resolutions or other decisions of the Competent Supervisory Authority and other requirements (including the administrative practice of the Competent Supervisory Authority and relevant case law) affecting the Issuer and/or the Group; this includes (without limitation) the provisions of regulatory laws as applicable at the relevant point in time with respect to internationally active insurance groups (IAIG) and global systemically important insurers (G-SII).

**"Delegated Regulation"** means Commission Delegated Regulation (EU) 2015/35 of October 10, 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II), as amended; if provisions of the Delegated Regulation are amended or replaced, the reference to the provisions of the Delegated Regulation as used in these Terms and Conditions shall refer to such amended provisions or successor provisions from time to time.

**"Dividendenereignis"** bezeichnet jedes der folgenden Ereignisse:

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

**"Gruppe"** bezeichnet nach Maßgabe der Anwendbaren Aufsichtsrechtlichen Anforderungen die Gruppe der Unternehmen, deren oberstes Mutterunternehmen die Allianz SE ist.

**"Gruppen-MCR"** bezeichnet (i) die nach der Solvency-II-Richtlinie für die Gruppe geltende konsolidierte Mindestsolvenzkapitalanforderung (unabhängig von der in der Solvency-II-Richtlinie gewählten Bezeichnung) oder (ii) (wenn anwendbar) eine künftig für die Gruppe geltende Kapitalanforderung, die zu dem betreffenden Zeitpunkt die Kapitalanforderung nach Ziffer (i) gemäß der Solvency-II-Richtlinie funktional für die relevanten Zwecke ersetzt.

**"Gruppen-SCR"** bezeichnet die nach der Solvency-II-Richtlinie für die Gruppe geltende Gruppensolvvenzkapitalanforderung (unabhängig von der in der Solvency-II-Richtlinie gewählten Bezeichnung).

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

- (i) entweder ein an oder vor diesem Tag eingetretenes Insolvenzereignis an diesem Tag fortbesteht oder die betreffende Zahlung ein Insolvenzereignis auslösen oder dessen drohenden Eintritt beschleunigen würde; oder
- (ii) an diesem Tag eine Anordnung der Zuständigen Aufsichtsbehörde in Kraft ist, die der Emittentin untersagt, Zahlungen auf die Schuldverschreibungen zu leisten, oder ein anderes gesetzliches oder behördliches Zahlungsverbot in Bezug auf die Schuldverschreibungen besteht; oder
- (iii) entweder ein an oder vor diesem Tag eingetretenes Solvenzkapitalereignis an dem betreffenden Tag fortbesteht oder die betreffende Zahlung ein Solvenzkapitalereignis auslösen würde, es sei denn, die nach den Anwendbaren Aufsichtsrechtlichen Anforderungen geltenden

**"Dividend Payment Event"** means any of the following events:

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

**"Group"** means the group of undertakings pursuant to the Applicable Supervisory Requirements, the ultimate parent undertaking of which is Allianz SE.

**"Group MCR"** means (i) the minimum consolidated group solvency capital requirement (regardless of the terminology used by the Solvency II Directive) applicable to the Group pursuant to the Solvency II Directive, or (ii) (as and when applicable) a capital requirement as applicable to the Group in the future, which functionally replaces the capital requirement referred to in clause (i) in accordance with the Solvency II Directive for the relevant purposes at that time.

**"Group SCR"** means the group solvency capital requirement applicable to the Group pursuant to the Solvency II Directive (regardless of the terminology used by the Solvency II Directive).

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

- (i) either an Insolvency Event that has occurred on or prior to such date is continuing on such date or the relevant payment were to result in, or accelerate the imminent occurrence of, an Insolvency Event; or
- (ii) there is in effect on such date an order of the Competent Supervisory Authority prohibiting the Issuer from making payments under the Notes, or there is in effect on such date any other payment prohibition in respect of the Notes, whether by statute or by order of any authority; or
- (iii) either a Solvency Capital Event that has occurred on or prior to such date is continuing on such date or the relevant payment were to result in a Solvency Capital Event, unless the conditions under the Applicable Supervisory Requirements for

Bedingungen für eine ausnahmsweise Zulassung der Zahlung der betreffenden Zinsen und/oder Zinsrückstände sind an diesem Tag erfüllt. Am Tag der Begebung der Schuldverschreibungen setzt dies voraus, dass

- (A) die Zuständige Aufsichtsbehörde in Kenntnis des Eintritts eines noch fortbestehenden Solvenzkapitalereignisses ihre vorherige Zustimmung zu der Zahlung der betreffenden Zinsen und/oder der Zinsrückstände auf die Schuldverschreibungen erteilt und bis zu diesem Tag nicht widerrufen hat; und
- (B) die Solvabilität der Emittentin und/oder der Gruppe durch die Zahlung der betreffenden Zinsen und/oder Zinsrückstände auf die Schuldverschreibungen nicht weiter geschwächt wird; und
- (C) die anwendbare Solo-MCR und die anwendbare Gruppen-MCR nach der betreffenden Zahlung von Zinsen und/oder Zinsrückständen auf die Schuldverschreibungen eingehalten werden.

**"Solo-MCR"** bezeichnet die nach der Solvency-II-Richtlinie für die Emittentin auf individueller Ebene geltende Mindestkapitalanforderung (unabhängig von der in der Solvency-II-Richtlinie gewählten Bezeichnung).

**"Solo-SCR"** bezeichnet die nach der Solvency-II-Richtlinie für die Emittentin auf individueller Ebene geltende Solvenzkapitalanforderung (unabhängig von der in der Solvency-II-Richtlinie gewählten Bezeichnung).

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

Ein **"Solvenzkapitalereignis"** ist eingetreten, wenn

- (i) der Betrag der Eigenmittel (unabhängig von der in der Solvency-II-Richtlinie gewählten Bezeichnung) der Emittentin nicht ausreicht, um die anwendbare Solo-

the exceptional permission of the payment of the relevant interest and/or Arrears of Interest are satisfied on the relevant date. On the date of issue of the Notes this requires that

- (A) the Competent Supervisory Authority, being aware of the occurrence of a Solvency Capital Event that is continuing, has given, and not withdrawn by such date, its prior consent to the payment of the relevant interest and/or Arrears of Interest on the Notes; and
- (B) the solvency position of the Issuer and/or the Group is not further weakened by the payment of such interest and/or Arrears of Interest on the Notes; and
- (C) the applicable Solo MCR and the applicable Group MCR are complied with after the relevant payment of interest and/or Arrears of Interest on the Notes.

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

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

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

A **"Solvency Capital Event"** will have occurred if

- (i) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Solvency II Directive) of the Issuer is not sufficient to cover the applicable Solo

- SCR oder die anwendbare Solo-MCR der Emittentin gemäß der Solvency-II-Richtlinie zu bedecken; und/oder
- (ii) der Betrag der Eigenmittel (unabhängig von der in der Solvency-II-Richtlinie gewählten Bezeichnung) der Gruppe nicht ausreicht, um die anwendbare Gruppen-SCR oder die anwendbare Gruppen-MCR gemäß der Solvency-II-Richtlinie zu bedecken.

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

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

**"Zuständige Aufsichtsbehörde"** ist die Bundesanstalt für Finanzdienstleistungsaufsicht bzw. jede Behörde, die ihr Funktionsnachfolger als Versicherungsaufsichtsbehörde mit primärer Zuständigkeit für die Überwachung und Aufsicht der Emittentin und/oder der Gruppe wird.

### § 3.3 Nachzahlung von Zinsrückständen

- (a) *Freiwillige Nachzahlung von Zinsrückständen.* Die Emittentin ist berechtigt, ausstehende Zinsrückstände jederzeit (insgesamt oder teilweise) nachzahlen, wenn kein Pflichtaufschubereignis eingetreten ist und fortbesteht.

Wenn sich die Emittentin dazu entscheidet, ausstehende Zinsrückstände (insgesamt oder teilweise) nachzahlen, hat sie dies den Anleihegläubigern gemäß § 10 unter Einhaltung einer Frist von nicht weniger als fünf Geschäftstagen mitzuteilen, wobei eine solche Mitteilung (i) den Betrag an Zinsrückständen, der gezahlt werden soll, und (ii) den für diese Zahlung festgelegten Tag (der **"Freiwillige Nachzahlungstag"**) benennen muss, und ist die Emittentin vorbehaltlich § 3.3(c) verpflichtet, diesen Betrag an Zinsrückständen am Freiwilligen Nachzahlungstag zu zahlen.

- (b) *Pflicht zur Nachzahlung von Zinsrückständen.* Die Emittentin ist verpflichtet, Zinsrückstände am nächsten Pflichtnachzahlungstag (wie nachstehend definiert) nachzahlen.

**"Pflichtnachzahlungstag"** bezeichnet den früheren der folgenden Tage:

- (i) für Zinsrückstände, die vor dem Eintritt eines Dividendenereignisses entstanden sind, den ersten auf den Eintritt des Dividendenereignisses folgenden Zinszahlungstag, an dem kein Pflichtaufschubereignis eingetreten ist und fortbesteht;

SCR or the applicable Solo MCR of the Issuer in accordance with the Solvency II Directive; and/or

- (ii) the amount of own funds (*Eigenmittel*) (regardless of the terminology used by the Solvency II Directive) of the Group is not sufficient to cover the applicable Group SCR or the applicable Group MCR in accordance with the Solvency II Directive.

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

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

**"Competent Supervisory Authority"** means the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any authority which becomes its successor in such capacity as insurance regulator with primary responsibility for the prudential oversight and supervision of the Issuer and/or the Group.

### § 3.3 Payment of Arrears of Interest

- (a) *Optional Payment of Arrears of Interest.* The Issuer is entitled to pay outstanding Arrears of Interest (in whole or in part) at any time if no Compulsory Deferral Event has occurred and is continuing.

If the Issuer elects to pay outstanding Arrears of Interest (in whole or in part), it will give not less than five Business Days' notice to the Noteholders in accordance with § 10, which notice will specify (i) the amount of Arrears of Interest to be paid and (ii) the date fixed for such payment (the **"Optional Settlement Date"**), and the Issuer, subject to § 3.3(c), will be obliged to pay such amount of Arrears of Interest on the Optional Settlement Date.

- (b) *Compulsory Payment of Arrears of Interest.* The Issuer will be obliged to pay Arrears of Interest on the next Compulsory Settlement Date (as defined below).

**"Compulsory Settlement Date"** means the earlier of the following dates:

- (i) in respect of any Arrears of Interest that existed prior to the occurrence of a Dividend Payment Event, the first Interest Payment Date following the occurrence of the Dividend Payment Event on which no Compulsory Deferral Event has occurred and is continuing;

- (ii) den Tag, an dem die Schuldverschreibungen gemäß § 4 zur Rückzahlung fällig werden; und
- (iii) den Tag, an dem eine Verfügung zur Auflösung, Abwicklung oder Liquidation der Emittentin ergeht (sofern dies nicht für die Zwecke oder als Folge eines Zusammenschlusses, einer Umstrukturierung oder Sanierung geschieht, bei dem bzw. bei der die Emittentin noch zahlungsfähig ist und bei dem bzw. bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt).

Wenn ein Pflichtnachzahlungstag eintritt, wird sich die Emittentin bemühen, dies unter Einhaltung einer Frist von nicht weniger als fünf Geschäftstagen vorab gemäß § 10 mitzuteilen, wobei eine solche Mitteilung (i) den zur Zahlung vorgesehenen Betrag an Zinsrückständen und (ii) den Tag benennen muss, an dem diese Zahlung vorgesehen ist. Auch nach einer solchen Mitteilung werden die Zinsrückstände nur unter dem Vorbehalt des § 3.3(c) fällig. Ein Unterlassen der Mitteilung an die Anleihegläubiger berührt nicht den Eintritt des Pflichtnachzahlungstags und stellt in keinem Fall eine Pflichtverletzung dar. Eine bis zu dem betreffenden Zinszahlungstag nicht erfolgte Mitteilung ist unverzüglich nachzuholen.

- (c) Wenn an dem Tag, an dem eine freiwillige Nachzahlung oder Pflichtnachzahlung von Zinsrückständen vorgesehen war, ein Pflichtaufschubereignis eingetreten ist und fortbesteht, werden diese Zinsrückstände an dem betreffenden Tag nicht fällig, sondern bleiben ausstehend und werden weiterhin als Zinsrückstände behandelt.

Diese Zinsrückstände werden erst dann fällig, (i) wenn entweder die Voraussetzungen des § 3.3(a) für eine freiwillige Nachzahlung erneut erfüllt sind (dies setzt eine neue Entscheidung und Mitteilung der Emittentin voraus) oder (ii) wenn erneut ein Pflichtnachzahlungstag gemäß § 3.3(b) eintritt.

Die Emittentin wird sich bemühen, die Fortsetzung des Zinsaufschubs spätestens an dem Tag, an dem eine freiwillige Nachzahlung oder Pflichtnachzahlung von Zinsrückständen vorgesehen war, gemäß § 10 mitzuteilen. Ein Unterlassen der Mitteilung an die Anleihegläubiger berührt nicht die Wirksamkeit der Fortsetzung des Zinsaufschubs und stellt in keinem Fall eine Pflichtverletzung dar. Eine bis zum betreffenden Tag nicht erfolgte Mitteilung ist unverzüglich nachzuholen.

- (ii) the date on which the Notes fall due for redemption in accordance with § 4; and
- (iii) the date on which an order is made for the winding up, dissolution or liquidation of the Issuer (other than for the purposes of or pursuant to an amalgamation, reorganization or restructuring in which the Issuer is still solvent and in which the continuing entity assumes substantially all of the assets and obligations of the Issuer).

If a Compulsory Settlement Date occurs, the Issuer shall endeavor to give no less than five Business Days' prior notice thereof in accordance with § 10, provided that such notice shall specify (i) the amount of Arrears of Interest scheduled to be paid and (ii) the date on which the payment is scheduled to be paid. Even after such notice has been given the Arrears of Interest will be due and payable (*fällig*) only subject to § 3.3(c). Any failure to give notice to the Noteholders shall not affect the occurrence of the Compulsory Settlement Date and shall not constitute a default for any purpose. A notice which has not been given by the relevant Interest Payment Date shall be given without undue delay (*unverzüglich*) thereafter.

- (c) If on the date on which the optional settlement or compulsory settlement of Arrears of Interest was scheduled to be made a Compulsory Deferral Event has occurred and is continuing, such Arrears of Interest will not become due and payable (*fällig*) on such date but will remain outstanding and will continue to be treated as Arrears of Interest.

Such Arrears of Interest will become due only if (i) the requirements in accordance with § 3.3(a) for the optional settlement are satisfied again (which requires a new election and notice by the Issuer), or (ii) if a Compulsory Settlement Date in accordance with § 3.3(b) occurs again.

The Issuer shall endeavor to give notice of the continuation of the deferral of interest in accordance with § 10 no later than on the date on which the optional settlement or compulsory settlement of Arrears of Interest was scheduled to be made. Any failure to give notice to the Noteholders shall not affect the validity of the continuation of the deferral of interest and shall not constitute a default for any purpose. A notice which has not been given by the relevant date shall be given without undue delay (*unverzüglich*) thereafter.

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

#### § 3.4 Ende des Zinslaufs

Der Zinslauf der Schuldverschreibungen endet an dem Ende des Tages, der dem Tag vorausgeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht zurückzahlt, ist der Festgelegte Nennbetrag jeder Schuldverschreibung ab dem Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen zu verzinsen.<sup>1</sup>

#### § 4 Rückzahlung und Rückkauf

- (a) *Rückzahlung bei Endfälligkeit.* Soweit nicht bereits zuvor zurückgezahlt oder zurückgekauft und eingezogen, werden die Schuldverschreibungen am Endfälligkeitstag zum Rückzahlungsbetrag (wie in § 4(f) definiert) zurückgezahlt.

"Endfälligkeitstag" ist,

- (i) wenn an dem Vorgesehenen Endfälligkeitstag die Rückzahlungsbedingungen gemäß § 4(d) erfüllt sind, der Vorgesehene Endfälligkeitstag;
- (ii) andernfalls der erste Variable Zinszahlungstag nach dem Vorgesehenen Endfälligkeitstag, an dem die Rückzahlungsbedingungen erfüllt sind.

"Vorgesehener Endfälligkeitstag" ist der Variable Zinszahlungstag, der auf oder um den 26. Juli 2054 fällt.

- (b) *Rückzahlung nach Wahl der Emittentin.* Die Emittentin kann die Schuldverschreibungen (insgesamt, jedoch nicht teilweise) vorbehaltlich der Erfüllung der Rückzahlungsbedingungen gemäß § 4(d) und vorbehaltlich § 4(e) unter Einhaltung einer Frist von nicht weniger als 15 Tagen mit Wirkung zu jedem Optionalen Rückzahlungstag (wie nachstehend definiert) kündigen und zum Rückzahlungsbetrag zurückzahlen.

"Optionaler Rückzahlungstag" bezeichnet

- (i) jeden Geschäftstag in dem Zeitraum ab dem 26. Januar 2034 (einschließlich) bis

Any such failure to pay will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

#### § 3.4 End of Interest Accrual

The Notes shall cease to bear interest from the end of the day preceding the date on which they fall due (*fällig*) for redemption. If the Issuer fails to redeem the Notes when due (*fällig*), each Note will bear interest on its Specified Denomination from and including the due date to but excluding the day of actual redemption of the Notes at the statutory default rate of interest.<sup>2</sup>

#### § 4 Redemption and Repurchase

- (a) *Redemption at Maturity.* To the extent not previously redeemed or repurchased and cancelled, the Notes will be redeemed at the Redemption Amount (as defined in § 4(f)) on the Final Maturity Date.

"Final Maturity Date" means,

- (i) if, on the Scheduled Maturity Date, the Conditions to Redemption in accordance with § 4(d) are satisfied, the Scheduled Maturity Date;
- (ii) otherwise the first Floating Interest Payment Date following the Scheduled Maturity Date on which the Conditions to Redemption are satisfied.

"Scheduled Maturity Date" means the Floating Interest Payment Date falling on or around 26 July 2054

- (b) *Redemption at the Option of the Issuer.* The Issuer may, subject to satisfaction of the Conditions to Redemption in accordance with § 4(d) and subject to § 4(e), call and redeem the Notes (in whole but not in part) upon not less than 15 days' prior notice, with effect as of any Optional Redemption Date (as defined below) at the Redemption Amount.

"Optional Redemption Date" means

- (i) each Business Day during the period from and including 26 January 2034 to but excluding the First Reset Date;

1 Zum Tag der Begebung der Schuldverschreibungen beträgt der gesetzliche Verzugszinssatz gemäß §§ 288 Absatz 1, 247 BGB für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz.

2 As of the date of issue of the Notes the default rate of interest for the year established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*).

	zum Ersten Zinsanpassungstag (abschließend);		
(ii)	den Ersten Zinsanpassungstag; und	(ii)	the First Reset Date; and
(iii)	jeden Variablen Zinszahlungstag nach dem Ersten Zinsanpassungstag.	(iii)	each Floating Interest Payment Date after the First Reset Date.
(c)	<i>Vorzeitige Rückzahlung nach Eintritt eines Steuerereignisses, eines Aufsichtsrechtlichen Ereignisses, eines Rechnungslegungsereignisses oder eines Ratingagenturereignisses und vorzeitige Rückzahlung wegen eines geringen ausstehenden Nennbetrags.</i>	(c)	<i>Early Redemption following a Tax Event, a Regulatory Event, an Accounting Event or a Rating Agency Event and Early Redemption for a Minimal Outstanding Principal Amount.</i>
(i)	Bei Eintritt eines Steuerereignisses, eines Aufsichtsrechtlichen Ereignisses, eines Rechnungslegungsereignisses oder eines Ratingagenturereignisses oder wenn zu irgendeinem Zeitpunkt der Gesamtnennbetrag der ausstehenden Schuldverschreibungen auf 25 % oder weniger des Gesamtnennbetrages der Schuldverschreibungen, die zuvor ausgegeben wurden (einschließlich Schuldverschreibungen, die gemäß § 11 zusätzlich begeben worden sind), fällt, kann die Emittentin die Schuldverschreibungen (insgesamt, jedoch nicht teilweise) vorbehaltlich der Erfüllung der Rückzahlungsbedingungen gemäß § 4(d) und vorbehaltlich § 4(e) jederzeit unter Einhaltung einer Frist von nicht weniger als 15 Tagen mit Wirkung zu dem in der Kündigungserklärung für die Rückzahlung festgelegten Tag kündigen und zum Rückzahlungsbetrag zurückzahlen (jedes dieser Kündigungsrechte ein <b>"Außerordentliches Kündigungsrecht"</b> ).	(i)	Upon the occurrence of a Tax Event, a Regulatory Event, an Accounting Event or a Rating Agency Event, or if at any time the aggregate principal amount of the Notes outstanding is equal to or less than 25 per cent. of the aggregate principal amount of the Notes previously issued (including any Notes additionally issued in accordance with § 11), the Issuer may, subject to the satisfaction of the Conditions to Redemption in accordance with § 4(d) and subject to § 4(e), call and redeem the Notes (in whole but not in part) at any time upon not less than 15 days' prior notice with effect as of the date fixed for redemption specified in the notice at the Redemption Amount (each of such call rights, an <b>"Extraordinary Call Right"</b> ).
	Die Emittentin ist jedoch berechtigt, jederzeit nach freiem Ermessen auf jedes der Außerordentlichen Kündigungsrechte für einen von der Emittentin zu bestimmenden (befristeten oder unbefristeten) Zeitraum (der <b>"Nichtanwendungszeitraum"</b> ) durch Mitteilung an die Anleihegläubiger gemäß § 10 zu verzichten. Jede solche Mitteilung ist unwiderruflich und hat den/die Nichtanwendungszeitraum/-räume zu benennen, in denen die Emittentin über das/die betreffende(n) Außerordentliche(n) Kündigungsrecht(e) nicht verfügen wird.		The Issuer may waive, however, at any time and in its sole discretion, any of the Extraordinary Call Rights for a (definite or indefinite) period of time to be determined by the Issuer (the <b>"Inapplicability Period"</b> ) by giving notice to the Noteholders in accordance with § 10. Any notice so given will be irrevocable and shall specify the Inapplicability Period(s) during which the Issuer shall cease to have the respective Extraordinary Call Right(s).
	Im Falle eines Steuerereignisses, welches zu der Verpflichtung zur Zahlung Zusätzlicher Beträge (wie in § 6 definiert) führt oder führen würde, darf eine Kündigungserklärung nicht früher als 90 Tage vor dem Tag abgegeben werden, an dem die Emittentin erstmals verpflichtet wäre,		In the case of a Tax Event that results in or would result in the obligation to pay any Additional Amounts (as defined in § 6), no notice of redemption shall be given earlier than 90 days prior to the date on which the Issuer would be for the first time obliged to pay any Additional Amounts if



Zusätzliche Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig wäre.

Im Falle eines Steuerereignisses, welches zum Entfall der Abzugsfähigkeit des Zinsaufwands führt oder führen würde, darf eine Kündigungserklärung nicht früher als 90 Tage vor dem Tag abgegeben werden, an dem die Abzugsfähigkeit des Zinsaufwands entfallen würde.

- (ii) Ein **"Steuerereignis"** tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin dem Fiscal Agent eine Kopie davon überlässt), aus dem hervorgeht, dass sich aufgrund einer Änderung oder Klarstellung von Gesetzen, Verordnungen oder sonstigen Vorschriften oder aufgrund einer Änderung oder Klarstellung der Auslegung oder Anwendung oder aufgrund einer erstmaligen Auslegung oder Anwendung dieser Gesetze, Verordnungen oder sonstigen Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht oder eine Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung von Entscheidungen eines Gerichts oder einer Behörde) die steuerliche Behandlung der Schuldverschreibungen ändert (insbesondere, jedoch nicht ausschließlich im Hinblick auf die steuerliche Abzugsfähigkeit des Zinsaufwands in Bezug auf die Schuldverschreibungen oder die Verpflichtung zur Zahlung von Zusätzlichen Beträgen (wie in § 6 definiert)), wenn diese Änderung oder Klarstellung an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tritt (einschließlich des Falles, dass die betreffende Änderung oder Klarstellung rückwirkend Anwendung findet) und diese Änderung für die Emittentin nach eigener, begründeter Auffassung der Emittentin wesentlich nachteilig ist, was die Emittentin nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für zumutbar und angemessen hält.

- (iii) Ein **"Aufsichtsrechtliches Ereignis"** tritt ein, wenn sich die aufsichtsrechtliche Einstufung der Schuldverschreibungen ändert und diese Änderung wahrscheinlich zu einem vollständigen oder teilweisen Ausschluss der Schuldverschreibungen aus den Tier-2-Eigenmittelbestandteilen der Emittentin und/oder der Gruppe (d. h. auf individueller und/oder konsolidierter

a payment in respect of the Notes were then due.

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

- (ii) A **"Tax Event"** occurs if an opinion of a recognized law firm has been delivered to the Issuer (and the Issuer has provided the Fiscal Agent with a copy thereof) stating that, as a result of any change in, or amendment or clarification to, the laws, regulations or other rules, or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change, amendment or clarification becomes effective on or after the date of issue of the Notes (including in case any such change, amendment or clarification has retroactive effect), the tax treatment of the Notes changes (including but not limited to the tax deductibility of the interest expense related to the Notes or the obligation to pay Additional Amounts (as defined in § 6)), which change, in the Issuer's own reasonable opinion, has a material adverse effect for the Issuer that it cannot avoid by taking such measures it (acting in good faith) deems reasonable and appropriate.

- (iii) A **"Regulatory Event"** occurs if there is a change in the regulatory classification of the Notes that would be likely to result in an exclusion of the Notes in full or in part from the Tier 2 Own-Fund Items of the Issuer and/or the Group (i.e., on an individual and/or consolidated basis) under the Applicable Supervisory Requirements.

Basis) im Sinne der Anwendbaren Aufsichtsrechtlichen Anforderungen führen würde.

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

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

Zur Klarstellung: Ein Überschreiten der nach Maßgabe der Anwendbaren Aufsichtsrechtlichen Anforderungen jeweils geltenden Anrechnungsobergrenzen begründen kein Aufsichtsrechtliches Ereignis.

- (iv) Ein "**Rechnungslegungsereignis**" tritt ein, wenn die Emittentin nach eigener begründeter Auffassung aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen eingetretenen Änderung der Anwendbaren Rechnungslegungsvorschriften die Verbindlichkeiten aus den Schuldverschreibungen in dem nach Maßgabe der Anwendbaren Rechnungslegungsvorschriften aufgestellten Konzernjahresabschluss der Emittentin nicht oder nicht mehr als Verbindlichkeiten in der Bilanz ausweisen darf und die Emittentin dies nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält.

Dabei gilt Folgendes:

"**Anwendbare Rechnungslegungsvorschriften**" bezeichnet die International Financial Reporting Standards (IFRS), wie sie zu den jeweiligen Bilanzstichtagen

This includes (without limitation) an event where the Applicable Supervisory Requirements are supplemented or amended in relation to provisions specifically governing internationally active insurance groups (IAIG) and/or global systemically important insurers (G-SII), and where, following such supplement and/or amendment, the Notes would likely not or no longer be recognized in full in the own-fund items in tier 2 or "*additional capital*" (in each case regardless of the terminology used by the Applicable Supervisory Requirements so amended or supplemented) of the Issuer or the Group in accordance with such provisions, including after the expiration of transitional rules, if any.

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

For the avoidance of doubt, exceeding the applicable quantitative limits pursuant to the Applicable Supervisory Requirements does not constitute a Regulatory Event.

- (iv) An "**Accounting Event**" will occur if the Issuer in its own reasonable opinion as a result of any change in or amendment to the Applicable Accounting Standards, which change or amendment becomes effective on or after the date of issue of the Notes, must not or must no longer record the obligations under the Notes as liabilities on the balance sheet in the Issuer's annual consolidated financial statements prepared pursuant to the Applicable Accounting Standards and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems appropriate.

Where:

"**Applicable Accounting Standards**" means the International Financial Reporting Standards (IFRS), as applicable at the relevant accounting dates and for

und für die jeweiligen Rechnungslegungsperioden anwendbar sind, oder andere von der Emittentin anzuwendende allgemein anerkannte Rechnungslegungsgrundsätze, die diese in Zukunft ersetzen.

the relevant accounting periods, or other accounting principles generally accepted and to be applied by the Issuer which subsequently supersede them.

(v) Ein **"Ratingagenturereignis"** tritt ein, wenn sich infolge einer an oder nach dem Zinslaufbeginn eingetretenen Änderung oder Klarstellung der Rating-Methodologie (oder deren Auslegung) die Behandlung der Schuldverschreibungen für die Bemessung der Kapitalisierung oder der Verschuldung der Emittentin oder der Gruppe durch Moody's Investors Service, Inc. oder S&P Global Ratings Europe Limited oder eine ihrer jeweiligen Nachfolgerinnen (in jedem Fall unter Einschluss verbundener Unternehmen) nach begründeter Auffassung der Emittentin erheblich verschlechtert.

(v) A **"Rating Agency Event"** occurs if, as a consequence of a change or clarification of the rating methodology (or the interpretation thereof) on or after the Interest Commencement Date, the treatment of the Notes with regards to measuring the capitalization or the leverage of the Issuer or the Group by Moody's Investors Service, Inc. or S&P Global Ratings Europe Limited or any of their respective successors (in each case including any affiliates) is, in the reasonable opinion of the Issuer, materially adversely affected.

(d) **Rückzahlungsbedingungen.** **"Rückzahlungsbedingungen"** bezeichnet die an einem Tag in Bezug auf eine vorgesehene Rückzahlung der Schuldverschreibungen oder einen geplanten Rückkauf (wie in § 4(h)(i) definiert) nach den Anwendbaren Aufsichtsrechtlichen Anforderungen für die Anerkennung von Nachranginstrumenten als Tier-2-Instrumente der Emittentin und der Gruppe zu erfüllen den Voraussetzungen, und zwar unabhängig davon, ob die Schuldverschreibungen zu dem betreffenden Zeitpunkt als Tier-2-Instrumente der Emittentin und/oder der Gruppe qualifizieren oder nicht. Am Tag der Begebung der Schuldverschreibungen setzt dies voraus, dass:

(d) **Conditions to Redemption.** **"Conditions to Redemption"** means the conditions that must be satisfied on any day with respect to a scheduled redemption of the Notes or a planned Repurchase (as defined in § 4(h)(i)) pursuant to the Applicable Supervisory Requirements in order for subordinated debt instruments to qualify as Tier 2 Instruments of the Issuer and the Group, regardless of whether the Notes qualify as Tier 2 Instruments of the Issuer and/or the Group at the relevant time. On the date of issue of the Notes this requires that:

(i) kein an diesem Tag noch fortbestehendes Insolvenzereignis eingetreten ist und dass die Zahlung des Rückzahlungsbetrages oder der Rückkauf nicht zu einem Insolvenzereignis führen oder dessen drohenden Eintritt beschleunigen würde (wobei jedoch ungeachtet des Vorstehenden die Forderungen der Anleihegläubiger aus den Schuldverschreibungen in einem Insolvenz- oder Liquidationsverfahren im Hinblick auf die Emittentin nach Maßgabe der Anwendbaren Insolvenzrechtlichen Vorschriften fällig werden); und

(i) no Insolvency Event has occurred and is continuing on such date and that the payment of the Redemption Amount or the Repurchase would not result in, or accelerate the imminent occurrence of, an Insolvency Event (notwithstanding the above, the claims of the Noteholders under the Notes in any insolvency or liquidation proceedings in relation to the Issuer will fall due pursuant to the Applicable Insolvency Regulations); and

(ii) kein an diesem Tag noch fortbestehendes Relevantes Konzerntochter-Insolvenzereignis eingetreten ist, es sei denn, die Zuständige Aufsichtsbehörde hat in Kenntnis des Eintritts eines noch fortbestehenden Relevanten Konzerntochter-Insolvenzereignisses keine Bedenken gegen die Rückzahlung der Schuldverschreibungen bzw. den Rückkauf geäußert; und

(ii) no Relevant Consolidated Subsidiary Insolvency Event has occurred and is continuing on such date, unless the Competent Supervisory Authority, being aware of the occurrence of a Relevant Consolidated Subsidiary Insolvency Event that is continuing, has not objected to the redemption of the Notes or the Repurchase; and

(iii) kein an diesem Tag noch fortbestehendes Solvenzkapitalereignis eingetreten ist und die Zahlung des Rückzahlungsbetrages oder der Rückkauf nicht zu einem Solvenzkapitalereignis führen würde, es sei denn, die Rückzahlung der Schuldverschreibungen bzw. der Rückkauf ist in einem solchen Fall ausnahmsweise nach Maßgabe der Anwendbaren Aufsichtsrechtlichen Anforderungen zulässig; diese Ausnahme setzt voraus, dass:

- (A) die Zuständige Aufsichtsbehörde in Kenntnis des Eintritts eines noch fortbestehenden Solvenzkapitalereignisses ihre vorherige Zustimmung gemäß der nachstehenden Ziffer (iv) erteilt hat und bis zu diesem Tag nicht widerrufen hat; und
- (B) das für die Schuldverschreibungen eingezahlte Kapital durch die Einzahlung von Tier-1-Basiseigenmittelbestandteilen ersetzt oder in solche Bestandteile umgewandelt wird oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile ersetzt oder in solche Bestandteile umgewandelt wird; und
- (C) die anwendbare Solo-MCR und die anwendbare Gruppen-MCR auch nach der Rückzahlung der Schuldverschreibungen bzw. dem Rückkauf eingehalten werden;

und

- (iv) die Zuständige Aufsichtsbehörde ihre nach den Anwendbaren Aufsichtsrechtlichen Anforderungen erforderliche vorherige Zustimmung zur Kündigung und Zahlung des Rückzahlungsbetrages bzw. zu dem Rückkauf erteilt und bis zu diesem Tag nicht widerrufen hat; und
- (v) im Falle einer Rückzahlung der Schuldverschreibungen oder eines Rückkaufs vor dem 10. Januar 2029 (vorbehaltlich § 4(d)(v)(A) und § 4(d)(v)(B)) das für die Schuldverschreibungen eingezahlte Kapital entweder durch die Einzahlung von Tier-1-Basiseigenmittelbestandteilen ersetzt oder in solche Bestandteile umgewandelt wird oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile ersetzt

(iii) no Solvency Capital Event has occurred and is continuing on such date and the payment of the Redemption Amount or the Repurchase would not result in a Solvency Capital Event, unless the redemption of the Notes or the Repurchase is exceptionally permitted in such a case under the Applicable Supervisory Requirements; such exceptional permission requires that:

- (A) the Competent Supervisory Authority, being aware of the occurrence of a Solvency Capital Event that is continuing, has given, and not withdrawn by such date, its prior consent according to clause (iv) below; and
- (B) the capital paid-in for the Notes is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into other paid-in Tier 2 basic own-fund items of at least the same quality; and
- (C) the applicable Solo MCR and the applicable Group MCR are complied with also after the redemption of the Notes or the Repurchase;

and

- (iv) the Competent Supervisory Authority has given, and not withdrawn by such day, its prior consent to the redemption and payment of the Redemption Amount or to the Repurchase as required under the Applicable Supervisory Requirements; and
- (v) in the case of any redemption of the Notes or any Repurchase prior to 10 January 2029 (subject to § 4(d)(v)(A) and § 4(d)(v)(B)) the capital paid-in for the Notes is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into other paid-in Tier 2 basic own-fund items of at least the same quality, provided that,

oder in solche Bestandteile umgewandelt wird, wobei

(A) im Falle einer Rückzahlung nach Eintritt eines Steuerereignisses keine Pflicht zur Ersetzung oder Umwandlung gemäß § 4(d)(v) besteht, wenn

(I) eine Angemessene Überdeckung vorliegt; und

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

(B) im Falle einer Rückzahlung nach Eintritt eines aufsichtsrechtlichen Ereignisses keine Pflicht zur Ersetzung oder Umwandlung gemäß § 4(d)(v) besteht, wenn

(I) eine Angemessene Überdeckung vorliegt; und

(II) die Zuständige Aufsichtsbehörde es für ausreichend sicher hält, dass die für das aufsichtsrechtliche Ereignis relevante Änderung stattfindet oder stattfinden wird, und die Emittentin der Zuständigen Aufsichtsbehörde gegenüber hinreichend nachweist, dass die betreffende aufsichtsrechtliche Neueinstufung oder der betreffende Ausschluss der Schuldverschreibungen am Tag der Begebung der Schuldverschrei-

(A) in the case of any redemption following the occurrence of a Tax Event, no replacement or conversion requirement in accordance with § 4(d)(v) applies if

(I) an Appropriate Margin exists; and

(II) the Issuer demonstrates to the satisfaction of the Competent Supervisory Authority that the Tax Event is material and was not reasonably foreseeable at the date of issue of the Notes; and,

(B) in the case of any redemption following the occurrence of a Regulatory Event, no replacement or conversion requirement in accordance with § 4(d)(v) applies if

(I) an Appropriate Margin exists; and

(II) the Competent Supervisory Authority considers it to be sufficiently certain that the change relevant for the Regulatory Event occurs or will occur, and the Issuer demonstrates to the satisfaction of the Competent Supervisory Authority that the relevant regulatory reclassification or the relevant exclusion of the Notes was not reasonably foreseeable at the date of issue of the Notes.

bungen nach vernünftigem Ermessen nicht vorherzusehen war.

Dabei gilt Folgendes:

Eine **"Angemessene Überdeckung"** liegt vor, wenn (x) die anwendbare Solo-SCR der Emittentin und (y) die anwendbare Gruppen-SCR der Gruppe unter Berücksichtigung der Solvabilität der Emittentin bzw. der Gruppe, einschließlich ihres jeweiligen mittelfristigen Kapitalmanagementplans, auch nach der Rückzahlung der Schuldverschreibungen zusätzlich einer angemessenen Sicherheitsmarge bedeckt sind.

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

Dabei gilt Folgendes:

**"Einrichtung der betrieblichen Altersversorgung"** hat die diesem Begriff in der Richtlinie (EU) 2016/2341 des Europäischen Parlaments und des Rates vom 14. Dezember 2016 in der jeweils geltenden Fassung zugewiesene Bedeutung.

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

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

**"Tier-2-Eigenmittelbestandteile"** bezeichnet Tier-2-Basiseigenmittelbestandteile im Sinne von Artikel 72 Delegierte Verordnung einschließlich solcher Instrumente, die Tier-2-Basiseigenmittelbestandteilen durch Übergangsbestimmungen gleichgestellt werden.

Where:

An **"Appropriate Margin"** exists if (x) the applicable Solo SCR of the Issuer and (y) the applicable Group SCR of the Group, after the redemption of the Notes, is exceeded by an appropriate margin, taking into account the solvency position of the Issuer and the Group, including their respective medium-term capital management plan.

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

Where:

**"Institution for Occupational Retirement Provision"** has the meaning given to this term in Directive (EU) 2016/2341 of the European Parliament and of the Council of December 14, 2016, as amended.

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

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

**"Tier 2 Own-Fund Items"** means Tier 2 basic own-fund items according to Article 72 of the Delegated Regulation, including instruments that are treated as Tier 2 basic own-fund items by application of transitional provisions.

**"Tier-2-Instrumente"** bezeichnet Tier-2-Basiseigenmittelbestandteile im Sinne von Artikel 72(a)(iii), (a)(iv) und (b) der Delegierten Verordnung unter Ausschluss solcher Instrumente, die Tier-2-Basiseigenmittelbestandteilen durch Übergangsbestimmungen gleichgestellt werden.

- (e) *Form der Kündigungsmittelteilung; Unwirksamkeit der Kündigungsmittelteilung.* Eine Kündigung nach § 4(b) oder (c) hat durch Mittelteilung an die Anleihegläubiger gemäß § 10 zu erfolgen ("**Kündigungsmittelteilung**"). Die Kündigungsmittelteilung ist vorbehaltlich der Erfüllung der Rückzahlungsbedingungen unwiderruflich, muss den für die Rückzahlung festgelegten Tag und im Falle einer Kündigung und Rückzahlung nach § 4(c) den Grund für diese Kündigung und Rückzahlung nennen.

Sofern die Rückzahlungsbedingungen an dem in der Kündigungsmittelteilung für die Rückzahlung festgelegten Tag erfüllt sind, ist die Emittentin verpflichtet, die Schuldverschreibungen an diesem Tag zum Rückzahlungsbetrag (wie in § 4(f) definiert) zurückzuzahlen.

Falls die Rückzahlungsbedingungen an dem in der Kündigungsmittelteilung für die Rückzahlung festgelegten Tag nicht erfüllt sind, wird die Kündigungsmittelteilung als unwirksam behandelt und die betreffende Rückzahlung darf nicht erfolgen; die Emittentin wird sich bemühen, dies spätestens an dem für die Rückzahlung festgelegten Tag gemäß § 10 mitzuteilen. Ein Unterlassen der Mittelteilung an die Anleihegläubiger lässt die Unwirksamkeit der Kündigung und das Rückzahlungsverbot unberührt und stellt in keinem Fall eine Pflichtverletzung dar. Eine bis zu dem für die Rückzahlung festgelegten Tag nicht erfolgte Mittelteilung ist unverzüglich nachzuholen.

Wenn die Rückzahlungsbedingungen nicht erfüllt sind, berechtigt dies die Anleihegläubiger nicht, von der Emittentin die Rückzahlung der Schuldverschreibungen zu verlangen, und eine aus diesem Grund nicht erfolgte Rückzahlung der Schuldverschreibungen begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

- (f) *Rückzahlungsbetrag.* Der "**Rückzahlungsbetrag**" ist ein Betrag je Schuldverschreibung in Höhe des Festgelegten Nennbetrages zuzüglich der bis zum Tag der Rückzahlung (ausschließlich) in Bezug auf diese Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 3.3 fälliger Zinsrückstände in Bezug auf diese Schuldverschreibung.

**"Tier 2 Instruments"** means Tier 2 basic own-fund items according to Article 72(a)(iii), (a)(iv) and (b) of the Delegated Regulation, excluding such instruments that are treated as Tier 2 basic own-fund items by application of transitional provisions.

- (e) *Form of the Redemption Notice; Invalidity of the Redemption Notice.* Any notice of redemption in accordance with § 4(b) or (c) shall be given to the Noteholders in accordance with § 10 ("**Redemption Notice**"). Subject to the satisfaction of the Conditions to Redemption, the Redemption Notice shall be irrevocable and shall specify the date fixed for redemption and, in case of a call and redemption in accordance with § 4(c), the reason for such call and redemption.

If the Conditions to Redemption are satisfied on the date fixed for redemption in the Redemption Notice, the Issuer shall redeem the Notes at the Redemption Amount (as defined in § 4(f)) on such date.

If the Conditions to Redemption are not satisfied on the date fixed for redemption in the Redemption Notice, the Redemption Notice shall be deemed invalid and the corresponding redemption shall not be made; the Issuer shall endeavor to give notice thereof in accordance with § 10 no later than on the date fixed for redemption. Any failure to give notice to the Noteholders shall not affect the invalidity of the call notice and the prohibition of redemption and shall in no event constitute a default for any purpose. A notice which has not been given by the date fixed for redemption shall be given without undue delay (*unverzüglich*) thereafter.

If the Conditions to Redemption are not satisfied, this shall not entitle the Noteholders to require the Issuer to redeem the Notes and any failure to redeem the Notes for such reason shall not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

- (f) *Redemption Amount.* The "**Redemption Amount**" means an amount per Note equal to the Specified Denomination plus any interest accrued on such Note to but excluding the date of redemption but unpaid and, for the avoidance of doubt, any Arrears of Interest due on such Note in accordance with § 3.3.

(g) *Kein Recht der Anleihegläubiger zur Kündigung oder zur Fälligestellung.* Die Anleihegläubiger haben kein Recht zur Kündigung oder anderweitigen Fälligestellung der Schuldverschreibungen.

(h) *Rückkauf; Erwerb für fremde Rechnung; OGAW.*

(i) Die Emittentin und jedes Tochterunternehmen der Emittentin (§ 290 Absatz 1 HGB) können jederzeit, vorbehaltlich zwingender gesetzlicher Regelungen und (außer unter den nachstehend in § 4(h)(ii) aufgeführten Umständen) vorbehaltlich der Erfüllung der Rückzahlungsbedingungen am Tag des Erwerbs, Schuldverschreibungen auf dem freien Markt oder anderweitig sowie zu jedem beliebigen Preis erwerben (jeweils ein "**Rückkauf**"). Derartig erworbene Schuldverschreibungen können eingezogen, gehalten oder wieder veräußert werden.

(ii) Die Rückzahlungsbedingungen müssen im Falle von Rückkäufen nicht erfüllt sein, soweit der Rückkauf durch ein Tochterunternehmen der Emittentin (§ 290 Absatz 1 HGB) für fremde Rechnung oder für Organismen für gemeinsame Anlagen in Wertpapieren (OGAW) erfolgt, es sei denn, die Anteile an diesen OGAW werden mehrheitlich von der Emittentin oder einem ihrer Tochterunternehmen (§ 290 Absatz 1 HGB) gehalten.

(iii) Zur Klarstellung: Für einen Erwerb der Schuldverschreibungen im Rahmen eines Umtauschs gegen andere Wertpapiere gelten § 4(h)(i) und (ii) entsprechend.

## § 5 Zahlungen

(a) *Zahlungen.* Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt an das Clearingsystem oder an dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems außerhalb der Vereinigten Staaten. Die Zahlung von Zinsen auf Schuldverschreibungen, die durch eine Vorläufige Globalurkunde verbrieft sind, erfolgt nach ordnungsgemäßem Nachweis gemäß § 1(c).

"**Vereinigte Staaten**" bezeichnet die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia), deren Territorien (einschließlich Puerto Rico, der Amerikanischen Jungferninseln, Guam, Amerikanisch-Samoa, der Insel Wake und der Nördlichen Marianen) sowie die sonstigen Gebiete, die deren Rechtsordnung unterliegen.

(g) *No Right of Termination or Acceleration by the Noteholders.* The Noteholders shall have no right to terminate or otherwise accelerate the redemption of the Notes.

(h) *Repurchase; Purchase for the Account of a Third Party; UCITS.*

(i) The Issuer and any subsidiary of the Issuer (§ 290(1) HGB) may at any time, subject to mandatory provisions of law and (except in the circumstances set out in § 4(h)(ii) below) to the Conditions to Redemption being satisfied on the relevant purchase date, purchase Notes in the open market or otherwise and at any price (each a "**Repurchase**"). Such purchased Notes may be cancelled, held or resold.

(ii) The Conditions to Redemption do not have to be satisfied for any Repurchases made by a subsidiary of the Issuer (§ 290(1) HGB) for the account of a third party or Undertakings for Collective Investment in Transferable Securities (UCITS), unless the majority of the shares in the relevant UCITS are held by the Issuer or one of its subsidiaries (§ 290(1) HGB).

(iii) For the avoidance of doubt, § 4(h)(i) and (ii) shall apply *mutatis mutandis* to a purchase of the Notes by way of exchange for other securities.

## § 5 Payments

(a) *Payments.* Payment of principal and interest on the Notes shall be made to, or to the order of, the Clearing System for credit to the relevant account holders of the Clearing System outside the United States. Payment of interest on Notes represented by a Temporary Global Note shall be made upon due certification as provided in § 1(c).

"**United States**" means the United States of America (including the States thereof and the District of Columbia), its possessions (including Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands) and other areas subject to its jurisdiction.



- (b) *Zahlungsweise.* Sämtliche auf die Schuldverschreibungen zu leistenden Zahlungen werden in der festgelegten Währung geleistet. Den Anleihegläubigern werden keine Kosten oder Gebühren in Bezug auf diese Zahlungen auferlegt. Sämtliche Zahlungen stehen unter dem Vorbehalt sämtlicher geltender steuerlicher und sonstiger gesetzlicher Vorschriften, Richtlinien und Verordnungen oder Verträge, denen sich die Emittentin, der Fiscal Agent oder eine Zahlstelle unterworfen haben. Vorbehaltlich § 6 ist die Emittentin nicht verpflichtet, Zusätzliche Beträge (wie in § 6 definiert) als Ausgleich für irgendwelche Steuern oder Abgaben gleich welcher Art, die aufgrund solcher steuerlichen oder sonstigen gesetzlichen Vorschriften, Richtlinien oder Verordnungen oder Verträge auferlegt oder erhoben werden, an die Anleihegläubiger zu zahlen.
- (c) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearingsystem oder an dessen Order von ihrer Zahlungspflicht befreit.
- (d) *Zahlungstag.* Ist der Fälligkeitstag für eine Zahlung in Bezug auf eine Schuldverschreibung kein Geschäftstag, so hat der Anleihegläubiger keinen Anspruch auf Zahlung vor dem nächsten Tag, der ein Geschäftstag ist. Für eine solche Zahlungsverzögerung werden keine weiteren Zinsen gezahlt.
- (e) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen schließen, soweit anwendbar, den Rückzahlungsbetrag und sämtliche gemäß § 6 zahlbaren Zusätzlichen Beträge (wie dort definiert) ein.

## § 6 Besteuerung

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

- (a) die wegen einer Verbindung des betreffenden Anleihegläubigers zu dem Staat, in dem die Emittentin steuerlich ansässig ist, die nicht nur aus der bloßen

- (b) *Manner of Payment.* Payments of any amounts due in respect of the Notes shall be made in the Specified Currency. No commission or expenses shall be charged to the Noteholders in respect of such payments. All payments are subject to all applicable fiscal and other laws, directives and regulations or agreements to which the Issuer, the Fiscal Agent or any Paying Agent have agreed to be subject to. Subject to the provisions of § 6, the Issuer shall not be obligated to pay to the Noteholders any Additional Amounts (as defined in § 6) as compensation for any taxes or duties of whatever nature imposed or levied by such fiscal and other laws, regulations, directives or agreements.

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

- (d) *Payment Date.* If any due date for payment of any amount in respect of any Note is not a Business Day, then the Noteholder will not be entitled to payment until the next day which is a Business Day. No further interest shall be paid in respect of the delay in such payment.

- (e) *References to Principal and Interest.* References in these Terms and Conditions to principal and interest on the Notes include, to the extent applicable, the Redemption Amount and all Additional Amounts payable in accordance with § 6 (as defined therein).

## § 6 Taxation

All amounts to be paid in respect of the Notes will be paid free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Issuer's country of domicile for tax purposes or any of its political subdivisions or any authority or any other agency of or in such country having power to levy Taxes, unless the Issuer is compelled by law to make such withholding or deduction. If the Issuer is required to make such withholding or deduction, the Issuer will pay such additional amounts (the "**Additional Amounts**") to the Noteholders as the Noteholders would have received had no such withholding or deduction been required, except that no such Additional Amounts will be payable for any such Taxes in respect of any Note:

- (a) which are to be withheld or deducted by reason of the relevant Noteholder having some connection with the Issuer's country of domicile for tax purposes other than the mere holding of that Note; or

- Inhaberschaft der Schuldverschreibungen besteht, einzubehalten oder abzuziehen sind; oder
- (b) deren Einbehalt oder Abzug ein Anleihegläubiger durch Vorlage eines Formulars oder einer Bescheinigung und/oder durch Abgabe einer Nichtansässigkeitserklärung oder Inanspruchnahme einer vergleichbaren Ausnahme oder Geltendmachung eines Erstattungsanspruches hätte vermeiden können, aber nicht vermieden hat; oder
  - (c) die aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung, eines zwischenstaatlichen Abkommens oder einer zwischenstaatlichen Verständigung über deren Besteuerung, an der der Staat, in dem die Emittentin steuerlich ansässig ist, oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung, Vereinbarung, Verständigung oder dieses Abkommen umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
  - (d) die im Falle einer Kombination der vorgenannten Varianten einzubehalten oder abzuziehen sind.

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

The Issuer will not have any obligation to pay additional amounts deducted or withheld by the Issuer, the relevant Paying Agent or any other party in relation to any withholding or deduction of any amounts in accordance with the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (as amended, or in accordance with any successor provisions), in accordance with any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or in accordance with any agreement with the U.S. Internal Revenue Service ("FATCA Withholding"), or to otherwise indemnify any Noteholder in relation to any FATCA Withholding.

## § 7 Vorlegungsfrist; Verjährungsfrist

- (a) *Vorlegungsfrist.* Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch (BGB) für fällige Schuldverschreibungen wird auf zehn Jahre verkürzt.
- (b) *Verjährungsfrist.* Die Verjährungsfrist für Ansprüche aus innerhalb der Vorlegungsfrist zur Zahlung vorgelegten Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

## § 8 Fiscal Agent, Zahlstelle und Berechnungsstelle

- (a) *Bestellung und bezeichnete Geschäftsstelle.* Der Fiscal Agent und die Zahlstelle sind nachstehend mit der anfänglichen bezeichneten Geschäftsstelle aufgeführt:

## § 7 Presentation Period; Prescription Period

- (a) *Presentation Period.* The period for presentation of Notes due, as established in § 801(1) sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), is reduced to ten years.
- (b) *Prescription Period.* The period for prescription for claims under the Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

## § 8 Fiscal Agent, Paying Agent and Calculation Agent

- (a) *Appointment and Specified Office.* The Fiscal Agent and the Paying Agent and their initial specified offices are as follows:

**Fiscal Agent und Zahlstelle:**

Deutsche Bank Aktiengesellschaft  
 Taunusanlage 12  
 D-60325 Frankfurt am Main  
 Deutschland

Der Fiscal Agent handelt auch als Berechnungsstelle (die "**Berechnungsstelle**").

- (b) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit zusätzliche Zahlstellen (gemeinsam mit der vorgeannten Zahlstelle, die "**Zahlstellen**" und jede eine "**Zahlstelle**") zu bestellen.

Die Emittentin behält sich ferner das Recht vor, die Bestellung des Fiscal Agent, der Zahlstellen und der Berechnungsstelle jederzeit zu ändern oder zu beenden.

Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent, eine Zahlstelle und eine Berechnungsstelle und, (ii) solange die Schuldverschreibungen auf Veranlassung der Emittentin an einer Börse notiert werden, eine Zahlstelle mit einer bezeichneten Geschäftsstelle in dem nach den Regeln der betreffenden Börse vorgeschriebenen Land unterhalten. Der Fiscal Agent, die Zahlstellen und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen. Mitteilungen hinsichtlich aller Veränderungen im Hinblick auf den Fiscal Agent, etwaige Zahlstellen und die Berechnungsstelle oder deren bezeichnete Geschäftsstellen erfolgen gegenüber den Anleihegläubigern unverzüglich durch die Emittentin gemäß § 10.

- (c) *Beauftragte der Emittentin.* Der Fiscal Agent, die Zahlstelle(n) und die Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Anleihegläubigern, und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet.
- (d) *Unabhängiger Berater.* Wenn die Emittentin gemäß diesen Anleihebedingungen einen Unabhängigen Berater bestellt, dann ist § 8(c) entsprechend auf den Unabhängigen Berater anzuwenden.

**§ 9 Schuldnerersetzung**

- (a) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der Anleihegläubiger eine andere Gesellschaft, die direkt oder indirekt von der Emittentin kontrolliert wird, als neue Emittentin für alle sich aus oder im Zusammenhang mit den Schuldverschreibungen ergebenden Verpflichtungen mit schuldbefreiender Wirkung für die Emittentin an die Stelle der Emittentin zu setzen (die "**Neue Emittentin**"), sofern

**Fiscal Agent and Paying Agent:**

Deutsche Bank Aktiengesellschaft  
 Taunusanlage 12  
 D-60325 Frankfurt am Main  
 Germany

The Fiscal Agent shall also act as calculation agent (the "**Calculation Agent**").

- (b) *Variation or termination of appointment.* The Issuer reserves the right at any time to appoint additional paying agents (together with the Paying Agent specified above, the "**Paying Agents**" and each a "**Paying Agent**").

The Issuer further reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, the Paying Agents and the Calculation Agent.

The Issuer will at all times maintain (i) a Fiscal Agent, a Paying Agent and a Calculation Agent and (ii) so long as the Notes are listed on a stock exchange at the initiative of the Issuer, a Paying Agent with a specified office in such country as may be required by the rules of the relevant stock exchange. The Fiscal Agent, the Paying Agents and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same country. Notice of all changes in the identities or specified offices of the Fiscal Agent, any Paying Agent or the Calculation Agent will be given by the Issuer to the Noteholders without undue delay (*unverzüglich*) in accordance with § 10.

- (c) *Agents of the Issuer.* The Fiscal Agent, the Paying Agent(s) and the Calculation Agent act solely as agents of the Issuer and do not have any obligations towards, nor any relationship of agency or trust to, any of the Noteholders.

- (d) *Independent Adviser.* If the Issuer appoints an Independent Adviser in accordance with these Terms and Conditions, § 8(c) shall apply *mutatis mutandis* to the Independent Adviser.

**§ 9 Issuer Substitution**

- (a) *Substitution.* The Issuer may at any time, without the consent of the Noteholders, substitute for the Issuer any other company which is directly or indirectly controlled by the Issuer, as new issuer (the "**New Issuer**") in respect of all obligations arising under or in connection with the Notes with the effect of releasing the Issuer of all such obligations, if:

- |   |   |
|---|---|
| <p>(i) die Neue Emittentin sämtliche Verpflichtungen der Emittentin aus oder im Zusammenhang mit den Schuldverschreibungen übernimmt und, sofern eine Zustellung an die Neue Emittentin außerhalb der Bundesrepublik Deutschland erfolgen müsste, einen Zustellungsbevollmächtigten in der Bundesrepublik Deutschland bestellt;</p>   | <p>(i) the New Issuer assumes any and all obligations of the Issuer under or in connection with the Notes and, if service of process vis-à-vis the New Issuer were to be effected outside the Federal Republic of Germany, appoints a process agent within the Federal Republic of Germany;</p>   |
| <p>(ii) die Neue Emittentin in der Lage ist, sämtliche Beträge in der Festgelegten Währung an das Clearingsystem oder an dessen Order zu zahlen, die zur Erfüllung der aus oder im Zusammenhang mit den Schuldverschreibungen bestehenden Zahlungsverpflichtungen zu zahlen sind, und zwar ohne Abzug oder Einbehalt von Steuern oder sonstigen Abgaben jedweder Art, die von dem Land (oder den Ländern), in dem (in denen) die Neue Emittentin steuerlich ansässig ist, auferlegt, eingezogen, einbehalten, abgezogen, festgesetzt oder erhoben werden;</p> | <p>(ii) the New Issuer is in the position to pay to the Clearing System or to its order all amounts in the Specified Currency required for the performance of the payment obligations under or in connection with the Notes, and without deducting or withholding any taxes or other duties of whatever nature imposed, levied, collected, withheld, deducted, assessed or charged by the country (or countries) in which the New Issuer has its domicile for tax purposes;</p> |
| <p>(iii) die Emittentin unwiderruflich die Verpflichtungen der Neuen Emittentin aus den Schuldverschreibungen auf nachrangiger Basis zu Bedingungen garantiert, die sicherstellen, dass vorbehaltlich der Regelungen dieses § 9 jeder Anleihegläubiger wirtschaftlich so gestellt wird, wie er ohne die Ersetzung stehen würde;</p>   | <p>(iii) the Issuer irrevocably guarantees on a subordinated basis such obligations of the New Issuer under the Notes on terms which ensure that without prejudice to the provisions of this § 9 each Noteholder will be put in an economic position that is as favorable as that which would have existed if the substitution had not taken place;</p>   |
| <p>(iv) die Ersetzung nicht zu dem Eintreten eines Rechts der Neuen Emittentin zur Rückzahlung der Schuldverschreibungen gemäß § 4(c) führt;</p>  | <p>(iv) the substitution does not result in a right of the New Issuer to redeem the Notes in accordance with § 4(c);</p>  |
| <p>(v) die Rückzahlungsbedingungen, die für die Ersetzung entsprechende Anwendung finden, zum Zeitpunkt der Ersetzung erfüllt sind (zur Klarstellung: dies setzt insbesondere voraus, dass die Zuständige Aufsichtsbehörde ihre vorherige Zustimmung zu der Ersetzung erteilt hat); und</p>   | <p>(v) the Conditions to Redemption, which shall apply <i>mutatis mutandis</i> to the substitution, are satisfied at the time of the substitution (for the avoidance of doubt: this requires in particular that the Competent Supervisory Authority has given its prior consent to the substitution); and</p>   |
| <p>(vi) die Ersetzung im Einklang mit den Anwendbaren Aufsichtsrechtlichen Anforderungen erfolgt.</p>   | <p>(vi) the substitution is made pursuant to the Applicable Supervisory Requirements.</p>   |
| <p>(b) <i>Bezugnahmen.</i> Im Fall einer Ersetzung gemäß § 9(a) gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin als eine solche auf die Neue Emittentin.</p> <p>Klarstellend sei erwähnt, dass dies nur gilt, soweit sich nicht aus Sinn und Zweck der jeweiligen Bedin-</p>   | <p>(b) <i>References.</i> In the event of a substitution in accordance with § 9(a), any reference in these Terms and Conditions to the Issuer shall be a reference to the New Issuer.</p> <p>For the avoidance of doubt this shall apply only to the extent that the meaning and purpose of the relevant condition does not require that the relevant</p>   |

gung ergibt, dass die jeweilige Bezugnahme entweder weiterhin nur auf die Allianz SE erfolgen soll (also insbesondere im Hinblick auf die Solo-Solvabilität der Allianz SE, das Insolvenzereignis, das Dividendenereignis, das Rechnungslegungereignis, das Ratingagenturereignis und § 4(h)) oder dass die Bezugnahme auf die Neue Emittentin und gleichzeitig auch auf die Allianz SE, im Hinblick auf deren jeweilige steuerliche Ansässigkeit und die Verpflichtungen der Allianz SE aus der Garantie gemäß § 9(a)(iii), erfolgen soll (z.B. Steuerereignis und § 6 (Besteuerung)).

- (c) *Mitteilung und Wirksamwerden der Ersetzung.* Die Ersetzung der Emittentin ist den Anleihegläubigern gemäß § 10 mitzuteilen. Mit der Mitteilung wird die Ersetzung wirksam und die Emittentin und im Fall einer wiederholten Anwendung dieses § 9 jede frühere Neue Emittentin von ihren sämtlichen Verpflichtungen aus den Schuldverschreibungen frei.

## § 10 Mitteilungen

- (a) *Veröffentlichungen auf der Internet-Seite der Luxemburger Wertpapierbörse.*
- (i) Alle Mitteilungen, die die Schuldverschreibungen betreffen, werden vorbehaltlich des nachstehenden § 10(a)(ii) auf der Internetseite der Luxemburger Wertpapierbörse (derzeit [www.luxse.com](http://www.luxse.com)) veröffentlicht, solange die Schuldverschreibungen auf Veranlassung der Emittentin zum Handel an der Luxemburger Wertpapierbörse zugelassen sind und die Regeln der Luxemburger Wertpapierbörse dies vorsehen. Jede solche Mitteilung gilt am Tag ihrer Veröffentlichung (oder falls sie mehr als einmal veröffentlicht wird, am Tag der ersten Veröffentlichung) als wirksam erfolgt.
- (ii) Soweit die Regeln der Luxemburger Wertpapierbörse dies zulassen, kann die Emittentin eine Veröffentlichung nach § 10(a)(i) durch eine Mitteilung nach § 10(b) ersetzen.
- (b) *Mitteilungen an das Clearingsystem.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung seitens des Clearingsystems an die Anleihegläubiger übermitteln.
- (c) *Bekanntmachungen im Bundesanzeiger.* Wenn eine die Schuldverschreibungen betreffende Mitteilung nach anwendbarem Recht im Bundesanzeiger bekanntzumachen ist, erfolgt zusätzlich die Veröffentlichung der betreffenden Mitteilung durch die Emittentin im Bundesanzeiger. Die Veröffentlichung einer solchen Mitteilung im Bundesanzeiger

reference shall continue to be a reference only to Allianz SE (i.e. in particular for solo solvency purposes of Allianz SE, the Insolvency Event, the Dividend Payment Event, the Accounting Event, the Rating Agency Event and § 4(h)), or that the reference shall be to the New Issuer and Allianz SE, in relation to their respective domicile for tax purposes and to Allianz SE's obligations under the guarantee in accordance with § 9(a)(iii), at the same time (e.g. Tax Event and § 6 (Taxation)).

- (c) *Notice and Effectiveness of Substitution.* Notice of any substitution of the Issuer shall be given by notice to the Noteholders in accordance with § 10. Upon such notice, the substitution shall become effective, and the Issuer and in the event of a repeated application of this § 9, any previous New Issuer shall be discharged from any and all obligations under the Notes.

## § 10 Notices

- (a) *Publications on the website of the Luxembourg Stock Exchange.*
- (i) Subject to § 10(a)(ii) below, for so long as the Notes are admitted to trading on the Luxembourg Stock Exchange at the initiative of the Issuer and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Notes shall be published on the website of the Luxembourg Stock Exchange (currently [www.luxse.com](http://www.luxse.com)). Any such notice so given will be deemed to have been validly given on the day of its publication (or, if published more than once, on the day of the first such publication).
- (ii) To the extent the rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice in accordance with § 10(b) instead of publication pursuant § 10(a)(i).
- (b) *Notification to Clearing System.* The Issuer will deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Noteholders.
- (c) *Notices in the German Federal Gazette (Bundesanzeiger).* If the publication of any notice concerning the Notes is required to be made by applicable law in the German Federal Gazette (*Bundesanzeiger*), the relevant notice shall also be published by the Issuer in the German Federal Gazette (*Bundesanzei-*

berührt nicht die Wirksamkeit einer Mitteilung gemäß § 10(a) und (b).

## § 11 Weitere Emissionen

Die Emittentin ist berechtigt, ohne Zustimmung der Anleihegläubiger und nach Maßgabe der Anwendbaren Aufsichtsrechtlichen Anforderungen weitere Schuldverschreibungen mit gleicher Ausstattung wie die Schuldverschreibungen (sofern erforderlich, mit Ausnahme des Tages der Begebung, des Verzinsungsbeginns und/oder des Emissionspreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden. Der Begriff "Schuldverschreibungen" umfasst im Fall einer solchen Aufstockung auch solche weiteren Schuldverschreibungen.

Eine Aufstockung dieser Schuldverschreibungen gemäß diesem § 11 darf nicht durchgeführt werden, wenn diese Aufstockung zum Eintritt eines Aufsichtsrechtlichen Ereignisses führen würde, aufgrund dessen die Emittentin berechtigt wäre, die Schuldverschreibungen gemäß § 4(c) zurückzuzahlen.

## § 12 Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger; gemeinsamer Vertreter

- (a) *Änderung der Anleihebedingungen.* Die Emittentin kann vorbehaltlich der Einhaltung der aufsichtsrechtlichen Voraussetzungen für die Anerkennung der Schuldverschreibungen als Tier-2-Eigenmittelbestandteile der Emittentin und der Gruppe und der vorherigen Zustimmung der Zuständigen Aufsichtsbehörde (sofern diese vorherige Zustimmung im betreffenden Zeitpunkt aufgrund der Anwendbaren Aufsichtsrechtlichen Anforderungen erforderlich ist) die Anleihebedingungen mit Zustimmung aufgrund Mehrheitsbeschlusses der Anleihegläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen in der jeweils geltenden Fassung (Schuldverschreibungsgesetz – SchVG) (das "**SchVG**") ändern. Eine Änderung der Anleihebedingungen ohne Zustimmung der Emittentin ist ausgeschlossen.

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

Die Emittentin wird die Zuständige Aufsichtsbehörde vor Durchführung der Abstimmung von den zur Beschlussfassung vorgeschlagenen Änderungen der Anleihebedingungen unterrichten.

ger). The publication of any such notice in the German Federal Gazette (*Bundesanzeiger*) shall be without prejudice to the efficacy of any notice made in accordance with § 10(a) and (b).

## § 11 Further Issues

The Issuer may, without the consent of the Noteholders and pursuant to the Applicable Supervisory Requirements issue further notes having the same terms and conditions as the Notes (if necessary, except for the date of issue, the interest commencement date and/or the issue price) so as to form a single series with the Notes. The term "Notes" shall, in the event of such increase, also comprise such further notes.

No increase of these Notes may be made in accordance with this § 11 if such increase resulted in a Regulatory Event entitling the Issuer to redeem the Notes in accordance with § 4(c).

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

- (a) *Amendment to the Terms and Conditions.* Subject to complying with the regulatory requirements for the qualification of the Notes as Tier 2 Own-Fund Items of the Issuer and the Group and the prior consent of the Competent Supervisory Authority (if under the Applicable Supervisory Requirements such prior consent is required at the time), the Issuer may amend the Terms and Conditions with the consent of a majority resolution of the Noteholders pursuant to §§ 5 et seq. of the German Act on Issues of Debt Securities, as amended (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – Schuldverschreibungsgesetz – SchVG*) (the "**SchVG**"). An amendment of the Terms and Conditions without the Issuer's consent is ruled out.

In particular, the Noteholders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5(3) SchVG by resolutions passed by such majority of the votes of the Noteholders as stated under § 12(b) below. A duly passed majority resolution will be binding upon all Noteholders.

The Issuer will notify the Competent Supervisory Authority of the amendments of the Terms and Conditions proposed for resolution prior to the holding of the vote.

- (b) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit können die Anleihegläubiger Beschlüsse mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte fassen. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummer 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**"). Das Stimmrecht ruht, solange die Schuldverschreibungen der Emittentin oder einem mit ihr verbundenen Unternehmen (im Sinne des § 271 Absatz 2 HGB) zustehen oder für Rechnung der Emittentin oder eines mit ihr verbundenen Unternehmens gehalten werden.
- (c) *Beschlüsse.* Beschlüsse der Anleihegläubiger werden entweder in einer Gläubigerversammlung nach § 12(c)(i) oder im Wege der Abstimmung ohne Versammlung nach § 12(c)(ii) getroffen, die von der Emittentin oder ggf. einem gemeinsamen Vertreter einberufen wird.
- (i) Beschlüsse der Anleihegläubiger im Rahmen einer Gläubigerversammlung werden nach §§ 9 ff. SchVG getroffen. Die Einberufung der Gläubigerversammlung regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. In der Tagesordnung zur Gläubigerversammlung werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Anleihegläubigern bekannt gegeben.
- (ii) Beschlüsse der Anleihegläubiger im Wege der Abstimmung ohne Versammlung werden nach § 18 SchVG getroffen. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Aufforderung zur Stimmabgabe werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Anleihegläubigern bekannt gegeben.
- (d) *Zweite Versammlung.* Wird die Beschlussfähigkeit bei der Gläubigerversammlung gemäß § 12(c)(i) oder der Abstimmung ohne Versammlung gemäß § 12(c)(ii) nicht festgestellt, kann der Abstimmungsleiter eine zweite Versammlung im Sinne des § 15 Absatz 3 Satz 3 SchVG einberufen.
- (b) *Majority requirements.* Except as provided by the following sentence and provided that the quorum requirements are being satisfied, the Noteholders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5(3) numbers 1 through 9 SchVG, require a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**") in order to be valid. The voting right is suspended as long as any Notes are attributable to the Issuer or any of its affiliates (within the meaning of § 271(2) HGB) or are being held for the account of the Issuer or any of its affiliates.
- (c) *Resolutions.* Resolutions of the Noteholders will be made either in a noteholders' meeting (*Gläubigerversammlung*) in accordance with § 12(c)(i) or by means of a vote without a physical meeting (*Abstimmung ohne Versammlung*) in accordance with § 12(c)(ii), in either case convened by the Issuer or a joint representative, if any.
- (i) Resolutions of the Noteholders in a noteholders' meeting (*Gläubigerversammlung*) will be made pursuant to § 9 et seq. SchVG. The convening notice of a noteholders' meeting (*Gläubigerversammlung*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions will be notified to Noteholders in the agenda of the noteholders' meeting (*Gläubigerversammlung*).
- (ii) Resolutions of the Noteholders by means of a vote without a physical meeting (*Abstimmung ohne Versammlung*) will be made pursuant to § 18 SchVG. The request for voting as submitted by the chairperson (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions will be notified to Noteholders together with the request for voting.
- (d) *Second Meeting.* If it is ascertained that no quorum exists for the noteholders' meeting (*Gläubigerversammlung*) in accordance with § 12(c)(i) or the vote without a physical meeting (*Abstimmung ohne Versammlung*) in accordance with § 12(c)(ii), the chairperson (*Abstimmungsleiter*) may convene a second meeting within the meaning of § 15(3) sentence 3 SchVG.



- (e) *Anmeldung.* Die Stimmrechtsausübung ist von einer Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss bis zum dritten Tag vor der Versammlung im Falle einer Gläubigerversammlung (wie in § 12(c)(i) oder § 12(d) beschrieben) bzw. vor dem Beginn des Abstimmungszeitraums im Falle einer Abstimmung ohne Versammlung (wie in § 12(c)(ii) beschrieben) unter der in der Aufforderung zur Stimmabgabe angegebenen Anschrift zu- gehen. Zusammen mit der Anmeldung müssen Anleihegläubiger den Nachweis ihrer Berechtigung zur Teilnahme an der Abstimmung durch eine besondere Bescheinigung ihrer jeweiligen Depotbank (wie in § 13(d) definiert) in Textform und die Vorlage eines Sperrvermerks der Depotbank erbringen, aus dem hervorgeht, dass die relevanten Schuldverschreibungen für den Zeitraum vom Tag der Absendung der Anmeldung (einschließlich) bis zu dem angegebenen Ende der Versammlung (einschließlich) bzw. dem Ende des Abstimmungszeitraums (einschließlich) nicht übertragen werden können.
- (f) *Gemeinsamer Vertreter.* Die Anleihegläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters, die Aufgaben und Befugnisse des gemeinsamen Vertreters und die Übertragung von Rechten der Anleihegläubiger auf den gemeinsamen Vertreter bestimmen. Die Bestellung eines gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen gemäß § 12(a) zuzustimmen.
- Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Anleihegläubigern durch Mehrheitsbeschluss eingeräumt wurden. Der gemeinsame Vertreter hat die Weisungen der Anleihegläubiger zu befolgen. Soweit der gemeinsame Vertreter zur Geltendmachung von Rechten der Anleihegläubiger ermächtigt ist, sind die Anleihegläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, der entsprechende Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Anleihegläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.
- Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.
- (g) *Bekanntmachungen.* Bekanntmachungen betreffend diesen § 12 erfolgen gemäß den §§ 5 ff. SchVG.
- (e) *Registration.* The exercise of voting rights is subject to the registration of the Noteholders. The registration must be received at the address stated in the request for voting no later than the third day prior to the meeting in the case of a noteholders' meeting (*Gläubigerversammlung*) (as described in § 12(c)(i) or § 12(d)) or the beginning of the voting period in the case of a vote without a physical meeting (*Abstimmung ohne Versammlung*) (as described in § 12(c)(ii)), as the case may be. As part of the registration, Noteholders must demonstrate their eligibility to participate in the vote by means of a special confirmation of their respective Custodian (as defined in § 13(d)) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting or day the voting period ends, as the case may be.
- (f) *Joint Representative.* The Noteholders may by majority resolution provide for the appointment or dismissal of a joint representative, the duties and responsibilities and the powers of such joint representative and the transfer of the rights of the Noteholders to the joint representative. Appointment of a joint representative may only be passed by a Qualified Majority if such joint representative is to be authorized to consent to a material change in the substance of the Terms and Conditions in accordance with § 12(a).
- The joint representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders. The joint representative shall comply with the instructions of the Noteholders. To the extent that the joint representative has been authorized to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The joint representative shall provide reports to the Noteholders on its activities. The regulations of the SchVG apply with regard to the dismissal and the other rights and obligations of the joint representative.
- Unless the joint representative is liable for willful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), the joint representative's liability shall be limited to ten times the amount of its annual remuneration.
- (g) *Notices.* Any notices concerning this § 12 will be made in accordance with § 5 et seq. SchVG.



- (h) *Änderung der Garantie.* Die oben aufgeführten auf die Änderung der Anleihebedingungen anwendbaren Bestimmungen finden sinngemäß für Änderungen der Bedingungen einer etwaigen Garantie gemäß § 9(a)(iii) Anwendung (zur Klarstellung: dies setzt insbesondere voraus, dass die Zuständige Aufsichtsbehörde ihre vorherige Zustimmung zu den Änderungen der Garantie erteilt hat).

### § 13 Anwendbares Recht und Gerichtsstand

- (a) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie alle sich daraus ergebenden Rechte und Pflichten bestimmen sich ausschließlich nach dem Recht der Bundesrepublik Deutschland und sind entsprechend auszulegen.
- (b) *Gerichtsstand.* Vorbehaltlich eines ausschließlichen Gerichtsstandes für besondere rechtliche Streitigkeiten im Zusammenhang mit dem SchVG ist ausschließlich das Landgericht Frankfurt am Main, Bundesrepublik Deutschland, zuständig für sämtliche aus oder im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstigen Verfahren ("**Rechtsstreitigkeiten**").
- (c) *Gerichtliche Geltendmachung.* Jeder Anleihegläubiger ist berechtigt, in jeder Rechtsstreitigkeit gegen die Emittentin oder in jeder Rechtsstreitigkeit, in der der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen geltend zu machen gegen Vorlage
- (i) einer Bescheinigung der Depotbank, die (A) den vollen Namen und die volle Anschrift des Anleihegläubigers bezeichnet, (B) den Gesamtnennbetrag von Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung den bei dieser Depotbank bestehenden Depots dieses Anleihegläubigers gutgeschrieben sind, und (C) bestätigt, dass die Depotbank dem Clearingsystem und dem Fiscal Agent eine schriftliche Mitteilung zugeleitet hat, die die Angaben gemäß Buchstaben (A) und (B) enthält und Bestätigungsvermerke des Clearingsystems sowie des jeweiligen Clearingsystem-Kontoinhabers trägt; und
- (ii) einer Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearingsystems oder des Fiscal Agent bestätigt hat,

ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einer solchen Rechtsstreitigkeit erforderlich wäre.

- (h) *Amendments to the Guarantee.* The provisions set out above applicable to the amendment of the Terms and Conditions will apply *mutatis mutandis* to amendments of the terms of any guarantee given in accordance with § 9(a)(iii) (for the avoidance of doubt: this requires in particular that the Competent Supervisory Authority has given its prior consent to the amendments to the guarantee).

### § 13 Applicable Law and Jurisdiction

- (a) *Applicable Law.* The form and the content of the Notes as well as all the rights and duties arising therefrom are exclusively governed by, and construed in accordance with, the laws of the Federal Republic of Germany.
- (b) *Jurisdiction.* Subject to any exclusive court of venue for specific legal proceedings in connection with the SchVG, the regional court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall be the exclusive court of venue for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.
- (c) *Judicial Enforcement.* Any Noteholder may in any Proceedings against the Issuer or to which the Noteholder and the Issuer are parties enforce in its own name its rights arising under such Notes on the basis of
- (i) a certificate issued by the Custodian (A) stating the full name and address of the Noteholder, (B) specifying the aggregate principal amount of Notes credited on the date of such statement to such Noteholder's securities account(s) maintained with such Custodian and (C) confirming that the Custodian has given a written notice to the Clearing System as well as to the Fiscal Agent containing the information specified in clauses (A) and (B) and bearing acknowledgements of the Clearing System and the relevant Clearing System accountholder; and
- (ii) a copy of the Global Note representing the relevant Notes certified as being a true copy by an authorized officer the Clearing System or of the Fiscal Agent.

without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

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 Anleihegläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearingsystems.

#### § 14 Zweck der Schuldverschreibungen

Zweck der Schuldverschreibungen ist die Überlassung von Tier-2-Eigenmittelbestandteilen an die Emittentin auf individueller und konsolidierter Basis (Solo-Solvabilität und Gruppensolvabilität).

#### § 15 Sprache

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

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 Noteholder maintains a securities account in respect of the Notes and which includes the Clearing System.

#### § 14 Purpose of the Notes

The purpose of the Notes is to furnish the Issuer with Tier 2 Own-Fund Items on an individual and consolidated basis (solo solvency and group solvency).

#### § 15 Language

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

# DESCRIPTION OF ALLIANZ SE AND ALLIANZ GROUP

## Independent Auditors

Allianz SE appointed PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, with their registered address being Bernhard-Wicki-Straße 8, 80636 Munich, Germany (“PwC”) as independent auditor for the financial years ended 31 December 2021 and 31 December 2022. PwC is a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer KöR*), Berlin.

The statutory financial statements of Allianz SE as of and for the financial years ended 31 December 2021 and 31 December 2022 (together, the “**Consolidated Financial Statements**”) were prepared in accordance with German commercial law and supplementary provisions of Allianz SE’s statutes. The statutory financial statements as of and for the financial years ended 31 December 2021 and 31 December 2022 were audited by PwC in accordance with § 317 of the German Commercial Code (*Handelsgesetzbuch*), the EU Audit Regulation (No. 537/2014, referred to subsequently as “**EU Audit Regulation**”) and in compliance with German generally accepted auditing standards for the audit of financial statements promulgated by the *Institut der Wirtschaftsprüfer* (“IDW”, Institute of Public Auditors in Germany). PwC issued an unqualified auditor’s report in respect of the financial statements as of and for the financial years ended 31 December 2021 and 31 December 2022.

The Consolidated Financial Statements of Allianz Group as of and for the financial years ended 31 December 2021 and 31 December 2022 were prepared on the basis of the International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the European Union (“IFRS”), and the additional requirements of § 315e (1) of the German Commercial Code and supplementary provisions of Allianz SE’s statutes. The Consolidated Financial Statements as of and for the financial years ended 31 December 2021 and 31 December 2022 have been audited by PwC in accordance with § 317 of the German Commercial Code, the EU Audit Regulation and in compliance with German generally accepted standards for the audit of financial statements promulgated by IDW. PwC issued an unqualified auditor’s report in respect of the Consolidated Financial Statements as of and for the financial years ended 31 December 2021 and 31 December 2022.

The unaudited Condensed Consolidated Interim Financial Statements of Allianz Group as of and for the six months ended 30 June 2023 (the “**Condensed Consolidated Interim Financial Statements**”) have been prepared in accordance with IFRS applicable to interim financial reporting adopted by the European Union (IAS 34). The unaudited Condensed Consolidated Interim Financial Statements as of and for the six months ended 30 June 2023 have been reviewed by PwC in accordance with German generally accepted standards for the review of financial statements promulgated by the IDW. PwC issued a review report with respect to the unaudited Condensed Consolidated Interim Financial Statements as of and for the six months ended 30 June 2023.

## Information about Allianz SE and Allianz Group

Allianz SE together with its subsidiaries form the Allianz Group. Allianz SE is the ultimate parent of the Allianz Group.

### HISTORY AND DEVELOPMENT OF ALLIANZ SE

Allianz SE was founded in Berlin on 5 February 1890 as a property insurer under the name Allianz Versicherungs-Aktien-Gesellschaft.

In 1985, the company transferred its operational insurance business to today’s Allianz Versicherungs-AG and changed its name to “Allianz Aktiengesellschaft Holding”. Since 1985, it operates as a holding company with reinsurance activities. The name was changed, by resolution of the General Meeting of 7 October 1996, to “Allianz Aktiengesellschaft” (Allianz AG).

On 3 February 2006, the extraordinary General Meetings of holders of Riunione Adriatica di Sicurtà S.p.A (“RAS”) ordinary shares and holders of RAS savings shares and on 8 February 2006, the extraordinary General Meeting of Allianz AG agreed to the cross-border merger between Allianz AG and RAS. Upon registration of the merger with the commercial register of Allianz AG on 13 October 2006, Allianz adopted the legal form of a European Company (*Societas Europaea*, SE) and has been operating since then under the corporate name “Allianz SE”.

### LEGAL AND COMMERCIAL NAME, PLACE OF REGISTRATION AND REGISTRATION NUMBER, LEI OF ALLIANZ SE

Allianz SE operates under its legal name “Allianz SE” and conducts its business in Germany, amongst others, under the commercial name “Allianz”.

Allianz SE is registered at its registered seat (*Sitz*) in Munich, Germany, in the commercial register at the local court (*Amtsgericht*) in Munich under the entry number HRB 164232. The LEI of Allianz SE is 529900K9B0N5BT694847.

Allianz SE was incorporated on 5 February 1890 for an unlimited term.

The domicile of Allianz SE is Munich, Germany. Allianz SE is a European Company (*Societas Europaea*, SE) operating under the laws of Germany. It is incorporated in Germany. The business address of Allianz SE is at Königinstraße 28, 80802 Munich, Germany, telephone number

(+49)(89) 3800-0. Its website is [www.allianz.com](http://www.allianz.com). The information on the website does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus. The financial year of Allianz SE is the calendar year.

## RECENT EVENTS

Since 31 December 2022, the following recent events have occurred:

### M&A

On 4 May 2022, Allianz and Sanlam Ltd., Cape Town, a non-banking financial service company in Africa, have agreed to combine their current and future pan-African operations. Closing of the transaction occurred on 4 September 2023. The joint venture will operate as SanlamAllianz and houses the business units of both Sanlam and Allianz in the African countries where one or both companies have a presence. Namibia will be included at a later stage and South Africa is excluded from the agreement. The joint venture is expected to have a combined group equity value (GEV) of approximately R35 billion (approximately € 2 billion). The initial shareholding split of Sanlam and Allianz in the joint venture is at approximately 60:40 respectively, with the ability for Allianz to increase its shareholding to a maximum of 49% over time.

In response to the war in Ukraine, on 3 June 2022 Allianz announced that the Allianz Group has agreed to sell a majority stake in its Russian operations to Interholding LLC, the owner of Russian P/C insurer Zetta Insurance. Completion of the transaction occurred on 17 May 2023 and, hence, Allianz Group now only holds a minority stake of 49.9 per cent. in the combined company. The transaction is estimated to have a negative impact of about € 0.4 billion on Allianz Group's profit and loss account, largely due to the reclassification of negative foreign exchange impact from shareholders' equity. The Allianz Group's solvency capitalization and cash position will not be impacted. This agreement, which follows Allianz's decision to scale back operations in Russia, is aimed at ensuring continuity for clients and employees.

Allianz X, the digital investments arm of Allianz Group, announced on 10 October 2022 that it had entered into binding agreements with the shareholders of UK-headquartered Innovation Group to fully acquire the company. The transaction closed on 12 January 2023. Innovation Group's subsidiaries include auto and property service solution leaders that offer technology-based business process solutions. Further, Innovation Group operates a pioneering digital claims management platform, Gateway, which is a sophisticated, independent software platform for the automotive sector which, in time, also plans to enter the property sector. Gateway bundles the diverse processes in claims management into one integrated solution, as well as conveniently connecting all parties involved in the claims process.

On 12 October 2023 Allianz S.p.A. has entered into binding agreements to acquire Tua Assicurazioni S.p.A. from Assicurazioni Generali S.p.A. for a consideration of € 280 million. Tua Assicurazioni has a profitable property and casualty (P/C) insurance portfolio with overall gross written premiums of about € 280 million in 2022, mainly managed via a distribution network of almost 500 agents. The transaction is subject to regulatory approvals, expected at the beginning of 2024. Upon completion, Allianz S.p.A.'s P/C market share in Italy is expected to increase by approximately 1 percentage point, consolidating its position as the #3 player in the Italian P/C market.

### SHARE BUY-BACK PROGRAMME 2022/II

On 9 November 2022, the Board of Management of Allianz SE resolved to carry out a share buy-back programme with a volume of up to 40,500,000 shares of Allianz SE (ISIN: DE0008404005) for a total purchase price (excluding incidental costs) of up to € 1 billion ("SBB 2022/II", for details see Allianz Group 2022 Annual Report at page 169). The total number of shares purchased in the context of the SBB 2022/II since 21 November 2022 through, and including, 17 March 2023 amounts to 4,682,857 shares, of which 1,470,352 in 2022 (SBB 2022/II, tranche 1), and 3,212,505 in 2023 (SBB 2022/II, tranche 2). This completes the SBB 2022/II. Allianz SE cancelled all shares repurchased under this programme.

### SHARE BUY-BACK PROGRAMME 2023

On 10 May 2023, Allianz SE has resolved on an additional share buy-back programme in an amount of up to € 1.5 billion ("SBB 2023"). The total number of shares purchased in the context of the SBB 2023 since 29 May 2023 through, and including, 24 November 2023 amounts to 6,912,156 shares. Allianz SE has cancelled all shares repurchased under this programme.

### RESULTS FOR THE FULL-YEAR OF 2022 AND FOR THE FIRST NINE MONTHS OF 2023

On 17 February 2023, Allianz released the results for the financial year ended 31 December 2022. The annual report 2022 was published on 3 March 2023. See section "Documents Incorporated by Reference" below.

On 10 August 2023, Allianz released the results for the first half year 2023. Key figures are disclosed in the section "Key figures for historical and other financial information" below. See section "Documents Incorporated by Reference" below.

On 10 November 2023, Allianz released the results for the first nine months of 2023. Key figures are disclosed in the section "Key figures for historical and other financial information" below.

As of the date of this Prospectus, figures for the financial year ended 31 December 2023 have not yet been released.

## PLACEMENT OF A € 1.25 BILLION SUBORDINATED BOND AND PARTIAL BUYBACK OF THE € 1.5 BILLION 4.75% SUBORDINATED BOND CALLABLE IN 2023

Allianz SE placed a subordinated bond in an aggregate principal amount of € 1.25 billion with institutional investors in Europe. The bond has a scheduled maturity in July 2053 and is callable at the option of the issuer from January 2033 on. The coupon is fixed at 5.824% per annum until July 2033. Thereafter, bondholders will receive a floating rate coupon. Coupon payments and redemption are subject to certain conditions and may be deferred. The bond is listed on the Luxembourg Stock Exchange. Settlement occurred on 5 June 2023.

Allianz SE bought back an aggregate principal amount of € 587.5 million of its € 1.5 billion 4.75% subordinated bond via a tender offer. € 912.5 million remain outstanding. The bond has no scheduled maturity and has ordinary call rights of the Issuer from October 2023 on.

## PLACEMENT OF A USD 1.0 BILLION SUBORDINATED BOND

Allianz SE placed a subordinated bond in an aggregate principal amount of USD 1.0 billion with institutional investors. The bond has a scheduled maturity in September 2053 and is callable at the option of the issuer from March 2033 until the first reset date on 6 September 2033 and thereafter every 5 years. The coupon is fixed at 6.35% per annum for the first 10 years and will reset on 6 September 2033 and every 5 years thereafter. Interest on the notes is scheduled to be paid semi-annually. Coupon payments and redemption are subject to certain conditions and may be deferred. The bond is listed on the Luxembourg Stock Exchange (Euro MTF). Settlement occurred on 6 September 2023.

## RATINGS<sup>(1)</sup>

As of the date of this Prospectus, Allianz SE had the following ratings:

	S&P <sup>(2)</sup>	Moody's <sup>(3)</sup>	A.M. Best <sup>(4)</sup>
Insurer financial strength	AA	Aa2	A+
Outlook	Stable	Stable	Stable
Counterparty credit	AA	Not rated	aa <sup>(5)</sup>
Outlook	Stable		Stable
Senior unsecured debt	AA	Aa2	aa
Outlook	Stable	Stable	Stable

(1) Includes ratings for securities issued by Allianz Finance II B.V. and Allianz Finance III B.V.

(2) S&P rating scale for Insurer Financial Strength Ratings consists of the following categories: "AAA", "AA", "A", "BBB", "BB", "B", "CCC", "CC" (in descending order). In addition, an "R" rating is assigned to issuers being under regulatory supervision. Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. S&P defines the issued ratings as follows:

"An insurer rated 'AA' has very strong financial security characteristics, differing only slightly from those rated higher."

"An obligor rated 'AA' has very strong capacity to meet its financial commitments. It differs from the highest-rated obligors only to a small degree."

"An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitment on the obligation is very strong."

"An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong."

"A short-term obligation rated 'A-1' is rated in the highest category by S&P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong."

(3) Moody's uses nine rating symbols ("Aaa", "Aa", "A", "Baa", "Ba", "B", "Caa", "Ca" and "C"). The symbols range from "Aaa", used to designate least credit risk, to "C", denoting greatest credit risk. In addition Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from "Aa" through "Caa". The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

Moody's defines the issued ratings as follows:

"Insurance companies rated Aa offer excellent financial security. Together with the Aaa group, they constitute what are generally known as high-grade companies. They are rated lower than Aaa companies because long-term risks appear somewhat larger."

"Obligations rated Aa are judged to be of high quality and are subject to very low credit risk."

"Obligations rated A are considered upper-medium grade and are subject to low credit risk."

"Issuers (or supporting institutions) rated Prime-1 have a superior ability to repay short-term debt obligations."

- (4) The rating scale of A.M. Best Financial Strength Rating ranges from "A++", "A+", "A", "A-" to "C-". In addition the scale provides for the ratings "D" (Poor), "E" (Under Regulatory Supervision), "F" (In Liquidation) and "S" (Suspended).

A.M. Best defines the issued ratings as follows:

A+: "Assigned to companies that have, in A.M. Best's opinion, a superior ability to meet their ongoing insurance obligations."

aa: "Assigned to issues where, in A.M. Best's opinion, the issuer has a very strong ability to meet the terms of the obligation."

a: "Assigned to issues where, in A.M. Best's opinion, the issuer has a strong ability to meet the terms of the obligation."

"Ratings from "aa" to "ccc" may be enhanced with "+" (plus) or "-" (minus) to indicate whether credit quality is near the top or bottom of a category."

- (5) Issuer credit rating.

For the expected rating of the Notes, see section "General Information" below.

## **CAPITALIZATION AND FINANCIAL INDEBTEDNESS OF ALLIANZ GROUP**

With effect as of 1 January 2023, Allianz adopted IFRS 9 (Financial Instruments) and IFRS 17 (Insurance Contracts). The comparability of certain financial information or financial statements line items between periods presented below might therefore be limited. The IFRS 9/17 figures for liabilities and equity as of 30 September 2023 are unaudited. The IFRS 9/17 figures for liabilities and equity as of 31 December 2022 are unaudited. The IAS 39/IFRS 4 figures for liabilities and equity as of 31 December 2022 and 31 December 2021 are audited, unless otherwise indicated.

## Total liabilities

Amounts in € mn

	As of 30 September 2023 (IFRS 9/17)	As of 31 December 2022 (IFRS 9/17)	As of 31 December 2022 (IAS 39/IFRS 4)	As of 31 December 2021 (IAS 39/IFRS 4)
Senior bonds	7,404	8,132	8,053	9,595
Money market securities	1,075	1,123	1,123	1,198
Fair value hedge effects related to certificated liabilities	(131)	(130)	(130)	(6)
<b>Total certificated liabilities<sup>1</sup></b>	<b>8,348</b>	<b>9,126</b>	<b>9,046</b>	<b>10,788</b>
Subordinated bonds	13,719	12,145	11,996	10,877
Subordinated loans <sup>2</sup>	46	45	45	45
Fair value hedge effects related to subordinated liabilities	(86)	(101)	(101)	34
<b>Total subordinated liabilities<sup>3</sup></b>	<b>13,679</b>	<b>12,089</b>	<b>11,940</b>	<b>10,956</b>

1\_ As of 30 September 2023 (IFRS 9/17), includes accrued interest of € 63 mn (31 December 2022 (IFRS 9/17): € 79 mn).

2\_ Relates to subordinated loans issued by subsidiaries.

3\_ As of 30 September 2023 (IFRS 9/17), includes accrued interest of € 108 mn (31 December 2022 (IFRS 9/17): € 149 mn).

## Total equity

Amounts in € mn

	As of 30 September 2023 (IFRS 9/17)	As of 31 December 2022 (IFRS 9/17)	As of 31 December 2022 (IAS 39/IFRS 4)	As of 31 December 2021 (IAS 39/IFRS 4)
Shareholders' equity				
Issued capital	1,170	1,170	1,170	1,170
Additional paid-in capital	27,732	27,732	27,732	27,732
Undated subordinated bonds	4,862	4,843	4,843	4,699
Retained earnings <sup>1</sup>	29,580	29,354	35,350	32,784
Foreign currency translation adjustments	(2,398)	(3,048)	(2,406)	(3,223)
Unrealized gains and losses from insurance contracts (net)	59,816	54,854	-	-
Other unrealized gains and losses (net) <sup>2,3,4</sup>	(64,673)	(60,490)	(15,215)	16,789
Subtotal	56,089	54,415	51,474	79,952
Non-controlling interests	4,600	4,320	3,768	4,270
<b>Total</b>	<b>60,689</b>	<b>58,735</b>	<b>55,242</b>	<b>84,222</b>

1\_ As of 30 September 2023 (IFRS 9/17), includes € (2,104) mn (31 December 2022 (IFRS 9/17 and IAS 39/IFRS 4): € (333) mn; 31 December 2021 (IAS 39/IFRS 4): € (32) mn) related to treasury shares.

2\_ As of 30 September 2023 (IFRS 9/17), includes € 889 mn (31 December 2022 (IFRS 9/17): € 1,059 mn) related to expected credit losses.

3\_ As of 30 September 2023 (IFRS 9/17), includes € (1,613) mn (31 December 2022 (IFRS 9/17): € (1,460) mn; 31 December 2022 (IAS 39/IFRS 4): € 2 mn; 31 December 2021 (IAS 39/IFRS 4): € 341 mn) related to cash flow hedges.

4\_ Additional off-balance sheet unrealized gains on real estate, associates and joint ventures attributable to the shareholders amounted to € 5.0 bn as of 30 September 2023 (IFRS 9/17) (31 December 2022 (IFRS 9/17): € 5.5 bn; 31 December 2022 (IAS 39/IFRS 4): € 5.4 bn; 31 December 2021 (IAS 39/IFRS 4): € 5.4 bn). Off-balance sheet unrealized gains reflect differences (after policyholder participation, taxes and non-controlling interests) between fair values and balance sheet values which are not considered in shareholders' equity.

## Total liabilities and equity

Amounts in € mn

	As of 30 September 2023 (IFRS 9/17)	As of 31 December 2022 (IFRS 9/17)	As of 31 December 2022 (IAS 39/IFRS 4)	As of 31 December 2021 (IAS 39/IFRS 4)
Certificated liabilities	8,348	9,126	9,046	10,788
Subordinated liabilities	13,679	12,089	11,940	10,956
Equity	60,689	58,735	55,242	84,222
<b>Total (unaudited)</b>	<b>82,716</b>	<b>79,950</b>	<b>76,228</b>	<b>105,965</b>

## Business Overview

### PRINCIPAL ACTIVITIES OF THE ALLIANZ GROUP

The Allianz Group offers property-casualty insurance, life/health insurance, and asset management products and services in over 70 countries, with the largest of our operations located in Europe. As of 31 December 2022, the Allianz Group serves 122 million private and corporate customers<sup>1</sup>. Allianz SE, the parent company of the Allianz Group, has its headquarters in Munich, Germany.

The Allianz Group's structure reflects both our business segments and geographical regions. Business activities are organized by product and type of service, based on how these are strategically managed: insurance activities, asset management activities, and corporate and other activities. Due to differences in the nature of products, risks, and capital allocation, insurance activities are further divided into the two categories property-casualty and life/health. In accordance with the Board of Management's responsibilities, each of the insurance categories is grouped into regional reportable segments. In 2022, the Allianz Group had 13 reportable segments.

Allianz Group structure – business segments and reportable segments

Property-Casualty	Life/Health	Asset Management	Corporate and other
<ul style="list-style-type: none"> <li>– German Speaking Countries and Central &amp; Eastern Europe</li> <li>– Western &amp; Southern Europe, Allianz Direct and Allianz Partners</li> <li>– Iberia &amp; Latin America</li> <li>– Asia Pacific and Greece</li> <li>– Global Insurance Lines &amp; Anglo Markets, Middle East, and Africa</li> </ul>	<ul style="list-style-type: none"> <li>– German Speaking Countries and Central &amp; Eastern Europe</li> <li>– Western &amp; Southern Europe</li> <li>– Iberia &amp; Latin America</li> <li>– Asia Pacific and Greece</li> <li>– USA</li> <li>– Global Insurance Lines &amp; Anglo Markets, Middle East, and Africa</li> </ul>	<ul style="list-style-type: none"> <li>– Asset Management</li> </ul>	<ul style="list-style-type: none"> <li>– Corporate and Other</li> </ul>

<sup>1</sup> Including non-consolidated entities with Allianz customers.



## Worldwide presence and business segments

### Market presence of our business operations<sup>1</sup>

Insurance German Speaking Countries, Insurance Central & Eastern Europe	USA
■ ■ Germany	■ U.S. life insurance
■ ■ Switzerland	Global Insurance Lines & Anglo Markets, Insurance Middle East, and Africa
Central & Eastern Europe	Global Insurance Lines & Anglo Markets
■ ■ Austria	■ United Kingdom
■ ■ ■ Bulgaria	■ ■ Australia
■ ■ Croatia	■ Ireland
■ ■ Czech Republic	■ Allianz Global Corporate & Specialty
■ ■ Hungary	■ Allianz Trade
■ Lithuania	■ ■ Reinsurance
■ ■ Poland	Middle East
■ ■ Romania	■ ■ Egypt
■ ■ Slovakia	■ ■ Lebanon
■ ■ Russia <sup>2</sup>	■ ■ Saudi Arabia
■ Ukraine	Africa
Insurance Western & Southern Europe, Allianz Direct and Allianz Partners	■ Burundi
Europe	■ ■ Cameroon
■ ■ ■ Italy	■ ■ Ghana
■ ■ Türkiye	■ ■ Ivory Coast
■ ■ ■ France	■ Kenya
■ ■ Belgium	■ ■ Madagascar
■ ■ The Netherlands	■ Mauritius
■ ■ Luxembourg	■ ■ Morocco
Allianz Partners	■ ■ Nigeria
■ ■ Allianz Partners	■ ■ Senegal
Allianz Direct	■ Tanzania
■ Allianz Direct	■ Uganda

Insurance Iberia & Latin America	Asset Management
Iberia	North and Latin America
■ ■ Spain	■ ■ United States <sup>4</sup>
■ ■ Portugal	■ ■ Canada
Latin America	■ ■ Brazil
■ Argentina	Europe
■ ■ Brazil	■ ■ Germany
■ ■ Colombia	■ ■ France
■ ■ Mexico	■ ■ Italy
Insurance Asia Pacific and Greece	■ ■ Ireland
Asia Pacific	■ ■ Luxembourg
■ ■ China	■ ■ Spain
■ Hong Kong <sup>3</sup>	■ ■ Switzerland
■ ■ Indonesia	■ ■ Belgium
■ ■ Japan <sup>5</sup>	■ ■ The Netherlands
■ Laos	■ ■ United Kingdom <sup>5</sup>
■ ■ Malaysia	■ ■ Sweden <sup>6</sup>
■ Pakistan	Asia Pacific
■ Philippines	■ ■ Japan
■ Singapore	■ ■ Hong Kong
■ ■ Sri Lanka	■ ■ Taiwan
■ Taiwan	■ ■ Singapore
■ ■ Thailand	■ ■ China
■ ■ India	■ ■ Australia
Greece	■ ■ Indonesia
■ ■ Greece	

■ Property-Casualty ■ Life/Health ■ Banking ■ Retail Asset Management ■ Institutional Asset Management

1. This overview is based on our organizational structure as of 31 December 2022.

2. We are no longer underwriting new insurance business in Russia and Belarus. The Russian operations of the Allianz Group are classified as a disposal group as held for sale, i.e., as of 31 December 2022 our Russian subsidiary is committed to a sale plan involving loss of control and the sale of the subsidiary is highly probable. For further information, please see Allianz Group 2022 Annual Report, [note 4](#).

3. Property-Casualty business belongs to Allianz Global Corporate & Specialty.

4. Due to the current restructuring of AllianzGI's U.S. business, going forward, all U.S. institutional business will be conducted out of Allianz Capital Partners of America. Distribution in the U.S. is performed through Voya, but we still manage funds there.

5. Following Brexit, during 2023, the AllianzGI business of the UK Branch will be transferred to AllianzGI UK Ltd.; a license for this entity has been applied for and is still pending.

6. AllianzGI GmbH - Sweden Branch is offering sales support only, no regulated services are performed locally.

# **RECONCILIATION OF REPORTABLE SEGMENTS TO ALLIANZ GROUP FIGURES FOR THE NINE MONTHS ENDED 30 SEPTEMBER 2023 AND 2022 (IFRS 9/17, UNAUDITED)**

€ mn

	Total business volume		Operating profit (loss)		Shareholders' core net income (loss)		Net income (loss)	
Nine months ended 30 September	2023	2022	2023	2022	2023	2022	2023	2022
German Speaking Countries and Central & Eastern Europe	15,188	14,295	1,460	1,790	998	1,114	969	1,121
Western & Southern Europe, Allianz Direct and Allianz Partners	17,366	15,494	1,370	1,284	842	693	830	650
Asia Pacific	4,757	4,510	347	363	224	231	250	225
Global Insurance Lines & Anglo Markets, Iberia & Latin America, Middle East and Africa	25,561	23,289	2,160	1,838	1,318	1,072	1,252	1,047
Consolidation	(3,943)	(3,374)	(36)	(33)	(25)	(24)	(25)	(24)
<b>Total Property-Casualty</b>	<b>58,929</b>	<b>54,213</b>	<b>5,301</b>	<b>5,243</b>	<b>3,357</b>	<b>3,085</b>	<b>3,276</b>	<b>3,020</b>
German Speaking Countries and Central & Eastern Europe	22,837	22,753	1,376	1,414	958	1,072	973	1,064
Western & Southern Europe	15,245	15,561	1,106	1,046	658	678	705	710
Asia Pacific	4,438	5,254	448	398	306	297	363	354
USA	13,710	11,525	788	245	628	253	651	211
Global Insurance Lines & Anglo Markets, Iberia & Latin America, Middle East and Africa	1,831	1,882	154	96	52	94	57	100
Consolidation and Other	(155)	(189)	(43)	(37)	(40)	(38)	(40)	(38)
<b>Total Life/Health</b>	<b>57,905</b>	<b>56,786</b>	<b>3,830</b>	<b>3,162</b>	<b>2,562</b>	<b>2,356</b>	<b>2,709</b>	<b>2,400</b>
<b>Asset Management</b>	<b>5,776</b>	<b>6,137</b>	<b>2,214</b>	<b>2,392</b>	<b>1,505</b>	<b>233</b>	<b>1,647</b>	<b>364</b>
<b>Corporate and Other</b>	<b>-</b>	<b>-</b>	<b>(358)</b>	<b>(324)</b>	<b>(671)</b>	<b>(375)</b>	<b>(854)</b>	<b>(197)</b>
<b>Consolidation</b>	<b>(505)</b>	<b>(543)</b>	<b>(6)</b>	<b>124</b>	<b>(4)</b>	<b>78</b>	<b>(2)</b>	<b>89</b>
<b>Group</b>	<b>122,106</b>	<b>116,593</b>	<b>10,981</b>	<b>10,598</b>	<b>6,750</b>	<b>5,378</b>	<b>6,776</b>	<b>5,676</b>

# **RECONCILIATION OF REPORTABLE SEGMENTS TO ALLIANZ GROUP FIGURES FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2022 AND 2021 (IAS 39/IFRS 4, AUDITED)**

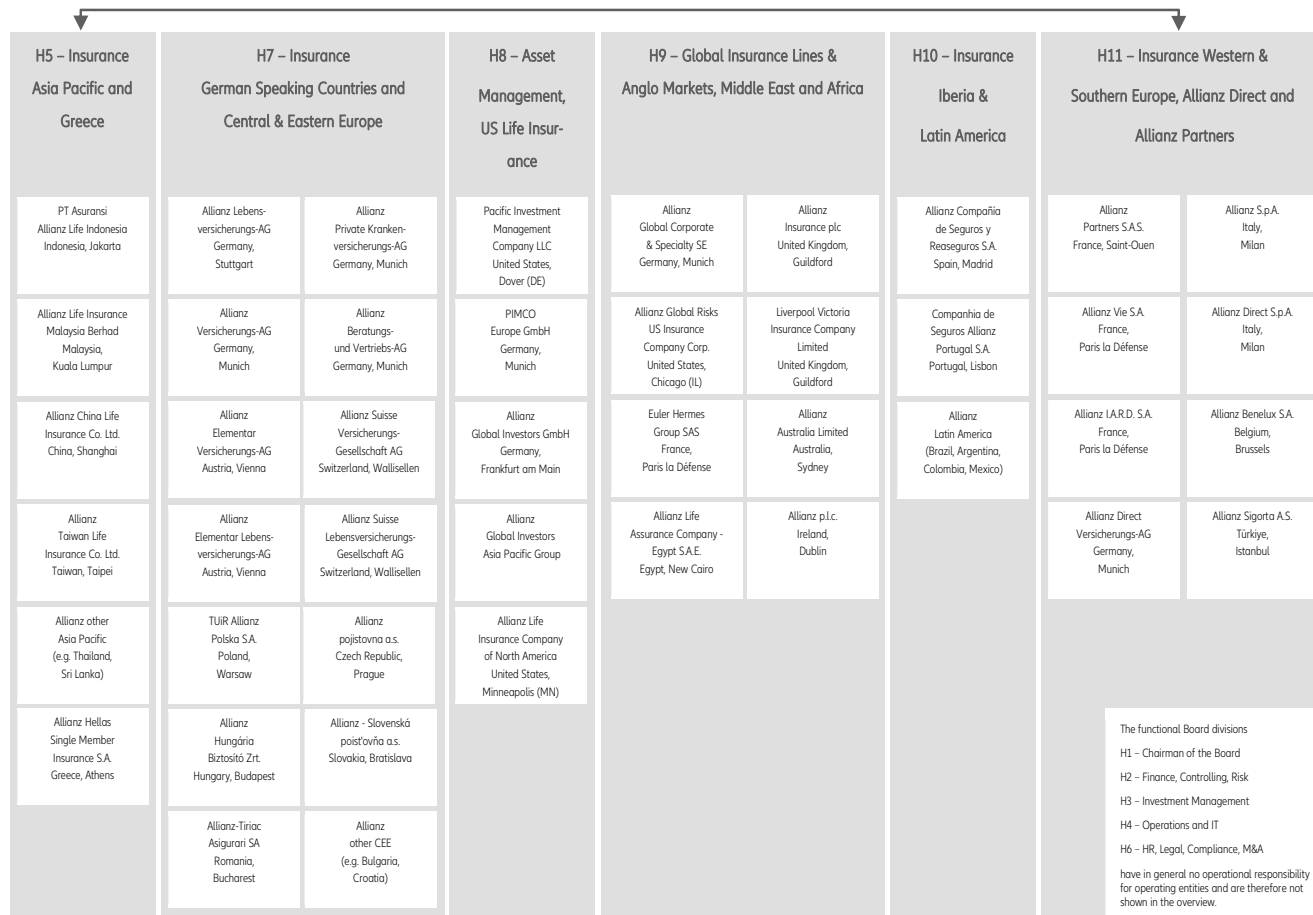
€ mn

	Total revenues		Operating profit (loss)		Net income (loss)	
	2022	2021	2022	2021	2022	2021
German Speaking Countries and Central & Eastern Europe	17,507	16,507	2,152	1,844	934	1,496
Western & Southern Europe, Allianz Direct and Allianz Partners	20,407	17,865	1,514	1,608	859	1,182
Iberia & Latin America	5,724	5,047	66	250	(150)	63
Asia Pacific and Greece	1,890	1,540	158	140	105	116
Global Insurance Lines & Anglo Markets, Middle East and Africa	30,139	26,471	2,300	1,867	1,485	1,261
Consolidation	(5,649)	(5,158)	-	-	1	(5)
<b>Total Property-Casualty</b>	<b>70,018</b>	<b>62,272</b>	<b>6,189</b>	<b>5,710</b>	<b>3,234</b>	<b>4,113</b>
German Speaking Countries and Central & Eastern Europe	29,865	31,078	2,110	1,794	1,332	1,222
Western & Southern Europe	20,899	24,873	1,373	1,289	875	877
Iberia & Latin America	1,191	1,446	151	166	114	122
Asia Pacific and Greece	7,006	7,051	519	445	419	358
USA	15,103	13,214	1,089	1,357	971	1,428
Global Insurance Lines & Anglo Markets, Middle East and Africa	1,362	1,179	96	70	108	249
Consolidation and Other	(302)	(493)	(55)	(111)	(53)	(86)
<b>Total Life/Health</b>	<b>75,124</b>	<b>78,348</b>	<b>5,282</b>	<b>5,011</b>	<b>3,766</b>	<b>4,170</b>
<b>Asset Management</b>	<b>8,234</b>	<b>8,396</b>	<b>3,199</b>	<b>3,489</b>	<b>935</b>	<b>(191)</b>
<b>Corporate and Other</b>	<b>306</b>	<b>289</b>	<b>(512)</b>	<b>(772)</b>	<b>(762)</b>	<b>(964)</b>
<b>Consolidation</b>	<b>(1,011)</b>	<b>(794)</b>	<b>5</b>	<b>(38)</b>	<b>8</b>	<b>(23)</b>
<b>Group</b>	<b>152,671</b>	<b>148,511</b>	<b>14,164</b>	<b>13,400</b>	<b>7,182</b>	<b>7,105</b>

## Simplified Overview of the Allianz Group Structure

This overview is simplified. It focuses on major operating entities and does not contain all entities of the Allianz Group. Also, it does not show whether a shareholding is direct or indirect. This overview shows the status as of 31 December 2022.

Allianz SE



## INSURANCE OPERATIONS

Allianz Group offers a wide range of property-casualty and life/health insurance products to both retail and corporate customers. For the Property-Casualty business segment, these include motor, accident, property, general liability, travel insurances, and assistance services. The Life/Health business segment offers savings and investment-oriented products in addition to life and health insurance. Based on currently available peer data for the twelve-month period ended on 31 December 2022, Allianz Group is the leading property-casualty insurer worldwide and ranks among the top five in the life/health insurance business. The Allianz Group's key markets (in terms of premiums) are Germany, France, Italy, and the United States.

Most of the insurance markets are served by local Allianz companies. However, some business lines – such as Allianz Global Corporate & Specialty (AGCS), Allianz Partners (AP), and Allianz Trade (formerly Euler Hermes) – are run globally.

## ASSET MANAGEMENT

Allianz Group's two major asset management entities, PIMCO and AllianzGI, operate under the governance of Allianz Asset Management (AAM). The offerings cover a wide range of equity, fixed income, cash, and multi-assets products as well as a growing number of alternative investment products, such as real estate, infrastructure debt/equity, real assets, liquid alternatives, and solution business. The Allianz Group is one of the leading global asset managers. Its core markets are the United States, Canada, Germany, France, Italy, the United Kingdom, and the Asia-Pacific region.

## CORPORATE AND OTHER

The Corporate and Other business segment's activities include the management and support of the Allianz Group's businesses through its central Holding functions, Banking and Alternative as well as Digital Investments. The Holding functions manage and support the Group's businesses through its strategy, risk, corporate finance, treasury, financial reporting, controlling, communication, legal, human resources, technology, and other functions. The Banking operations, which place a primary focus on retail clients, support the insurance business and complement the products Allianz Group offers in Italy, France, and Bulgaria. Digital Investments identifies and invests in digital growth companies for the Allianz Group.

## Trend Information

### MATERIAL ADVERSE CHANGE IN THE PROSPECTS OF ALLIANZ SE

Except as disclosed in the section "*Recent events*" above, there has been no material adverse change in the prospects of Allianz SE since 31 December 2022.

### SIGNIFICANT CHANGE IN THE FINANCIAL PERFORMANCE OF THE ALLIANZ GROUP

Except as disclosed in the section "*Recent events*" above, there has been no significant change in the financial performance of the Allianz Group since 30 June 2023.

### INFORMATION ON KNOWN TRENDS, UNCERTAINTIES, DEMANDS, COMMITMENTS OR EVENTS THAT ARE REASONABLY LIKELY TO HAVE A MATERIAL EFFECT ON THE ISSUER'S PROSPECTS FOR 2023

#### ECONOMIC OUTLOOK

The resilient development in the first half of the year has improved the growth outlook for the year as a whole – even if the risks of recession are still not averted: A trough in global economic activity is expected at the turn of the year. For 2023, Allianz Group now expects growth of 0.6 % in the eurozone and 2.2 % in the U.S. Among the major industrialized countries, Allianz Group expects a decline of 0.3 % for Germany for the year as a whole. China is expected to achieve a 5.3 % increase in economic activity, thanks to its initial momentum. The picture for headline inflation is now also more stable due to the sharp drop in energy prices: on average for 2023, Allianz Group expects inflation to fall below 6 % in the eurozone and below 5 % in the United States.

However, this does not mean that the central banks are slackening their fight against inflation as high core inflation rates are still a concern: Policy rates will remain at their elevated levels for the time being. At the end of the year, Allianz Group expects 4.0 % in the eurozone and 5.5 % in the United States. This "higher for longer" policy stance puts pressure on the equity markets. In fixed income markets, on the other hand, Allianz Group expects the yield level to remain unchanged – albeit with continued high volatility – as the peak in policy rates seems to leave little upside.

Nevertheless, there are some not insignificant risks to this outlook. Even if the real economy – especially the labor market – has coped relatively well with the sharp interest rate hikes so far, this is no guarantee for the future: there are often long time lags before monetary policy takes effect. The turbulence at U.S. regional banks and the weak real estate markets are examples of the stress caused by the interest rate turnaround, which

could still endanger financial market stability. In addition, it is important to monitor political risks, especially social unrest as a result of the significant rise in the cost of living. This applies even more to a possible escalation and expansion of the wars in Ukraine and the Middle East.

## INSURANCE INDUSTRY OUTLOOK

The situation in the insurance industry has hardly changed since the beginning of the year. High inflation and the resultant premium increases continue to be the dominant theme. This pressure is only likely to ease gradually over the next few years. The demand impulses from the real economy are likely to remain weak overall in 2023. Moreover, against the backdrop of climate change, the losses caused by extreme weather events are increasing consistently. On the other hand, the current interest rate level offers better opportunities for higher investment returns in new investments.

In the property-casualty insurance sector, premium growth will be driven primarily by rising prices. Investment income is expected to increase. At the same time, the breakthrough of generative artificial intelligence is giving new momentum and urgency to the digitalization of processes along the value chain.

In the life insurance sector, the reluctance of households to invest in savings products is hampering the development of premium income. Targeted offers to secure retirement income are becoming increasingly important. In the commercial business, this includes the outsourcing of pension obligations, referred to as pension buy-outs.

## ASSET MANAGEMENT INDUSTRY OUTLOOK

In 2023, the asset management industry continues to face multiple challenges, ranging from inflation and interest rate movements to higher market volatility and geopolitical tensions. Outperforming benchmarks will remain a top priority for active managers.

In fixed income, after a year of resolute rate hikes, yield levels in public markets appear much more attractive. Equity markets have largely rebounded, especially after some initial heightened volatility. Demand for alternatives – and especially private investments – remains high, supported by investors looking for diversification, as well as higher returns or protection against inflation. Infrastructure – including renewable energy – is expected to be further supported by governments who are driving significant climate policy initiatives. In this context, ESG-oriented investments and sustainability have increasingly become an important topic for the asset management industry. The expected further increase of heterogeneous ESG regulation will create further challenges. Technology continues to be a priority for the industry across the value chain. If firms are to remain competitive, they must leverage advanced data and analytics in order to support investment decisions and client interactions as well as an efficient operation setup.

Margin pressure is expected to persist, further driven by passive products and fierce competition. Despite this multifaceted situation, the industry meets all the prerequisites to remain attractive and return to a growth path.

Firms that effectively leverage technology such as generative artificial intelligence, build meaningful inroads to new and existing customers, and deliver exceptional client experiences will be well-positioned to thrive.

## OUTLOOK FOR THE ALLIANZ GROUP

Financial information for nine months ended 30 September 2023 is set out in the sections *“Recent Events”* and *“Capitalization and Financial Indebtedness”* above and in the sections *“Key figures for historical and other financial information”*. In addition, trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the prospects of Allianz Group for at least the current financial year include the following:

- the Russian invasion in Ukraine;
- the current military conflict in Israel and Gaza; and
- increasing interest rates as well as inflationary pressures.

As of the date of this Prospectus, it is not possible to estimate or quantify the effects of any of these events on Allianz Group. They may have adverse effects on the business and financial results of Allianz Group in ways that cannot be anticipated. For more information as to how these events can affect Allianz Group, attention is drawn to

- the risk factors *“Legal and regulatory risk”* and *“Geopolitical risk and war in Ukraine”* in the section *“Risk Factors”* above;
- the section *“Recent Events”* above;
- the section *“Legal and arbitration proceedings”* below; and
- note 38 to the Consolidated Financial Statements 2022 incorporated by reference.

## Administrative, management and supervisory bodies

### MANAGEMENT AND SUPERVISORY BODIES OF ALLIANZ SE

#### GENERAL

Allianz SE is a Germany-based stock corporation in the form of a European Company (Societas Europaea or “SE”) and as such is subject to specific provisions regarding the SE (such as the Council Regulation (EC) 2157/2001 (“SE-Regulation”) and the German Act on the SE-Implementation (*SE-Ausführungsgesetz*)). However, to a large extent Allianz SE is treated as a German stock corporation and therefore governed by the general provisions of German corporate law (in particular the German Stock Corporation Act (*Aktiengesetz*)). The corporate bodies of Allianz SE are the Board of Management (*Vorstand*), the Supervisory Board (*Aufsichtsrat*) and the General Meeting (*Hauptversammlung*). The Board of Management and the Supervisory Board are separate and no individual may serve simultaneously as a member of both boards.

The Board of Management is responsible for managing the day-to-day business of Allianz SE in accordance with the European SE-Regulation, the German Stock Corporation Act, the Statutes (*Satzung*) of Allianz SE as well as its internal rules of procedure (*Geschäftsordnung*).

The Supervisory Board oversees the management and has comprehensive monitoring functions. It is also responsible for appointing and removing the members of the Board of Management. The Supervisory Board is not permitted to make management decisions, but as established by law, the Statutes or determined by the Supervisory Board or the General Meeting, certain types of transactions may require the Supervisory Board's prior consent.

#### BOARD OF MANAGEMENT

The Board of Management (*Vorstand*) of Allianz SE currently consists of nine members, and is multi-nationally staffed, in keeping with Allianz Group's international orientation. The areas of responsibility of the members of the Board of Management and their principal board memberships outside the Allianz Group are listed below.

Name	Area of Responsibility	Principal Outside Board Memberships and/or other duties
Oliver Bäte	Chairman of the Board of Management of Allianz SE (CEO)	Coalition Inc.
Sirma Boshnakova	Insurance Western & Southern Europe, Allianz Direct, Allianz Partners	None
Claire-Marie Coste-Lepoutre	Finance, Risk, Actuarial, Legal, Compliance (CFO)	None
Dr. Barbara Karuth-Zelle	Operations (COO); IT	None
Dr. Klaus-Peter Röhler	Insurance German Speaking Countries and Central & Eastern Europe	Member of the Supervisory Board of EUROKAI GmbH & Co. KGaA
Dr. Günther Thallinger	Investment Management, ESG	None
Christopher Townsend	Global Insurance Lines & Anglo Markets, Reinsurance, Iberia & Latin America, Middle East, Africa	None
Renate Wagner	Asia Pacific, Mergers & Acquisitions, People and Culture	Member of the Board of Directors of UniCredit S.p.A., Bajaj Allianz General Insurance Company Ltd., Bajaj Allianz Life Insurance Company Ltd.
Dr. Andreas Wimmer	Asset Management, US Life Insurance	None

The members of the Board of Management may be contacted at the business address of Allianz SE.

#### SUPERVISORY BOARD

In accordance with the Statutes of Allianz SE, the Supervisory Board (*Aufsichtsrat*) of Allianz SE consists of twelve members, six of whom are shareholder representatives and six of whom are employee representatives. The current members of the Supervisory Board of Allianz SE, their principal occupations and their principal board memberships outside the Allianz Group, respectively, are as follows:

Name	Principal Occupation	Principal Outside Board Memberships and/or other duties
Michael Diekmann Chairman <sup>(1)</sup>	Member of various Supervisory Boards	Member of the Supervisory Boards of Fresenius Management SE, Fresenius SE & Co. KGaA
Sophie Boissard <sup>(1)</sup>	Chairwoman of Board of Management, Claraine SE	Member of the Supervisory Boards of Korian Management AG (Chairwoman), Korian Deutschland GmbH (Chairwoman) and Segesta SpA (all Clariane group companies)
Christine Bosse <sup>(1)</sup>	Member of various Supervisory Boards	Member of the Supervisory Board of DNB ASA
Gabriele Burkhardt-Berg Vice Chairwoman <sup>(2)</sup>	Employee of Allianz Versicherungs-Aktien-None gesellschaft	
Rashmy Chatterjee <sup>(1)</sup>	CEO of ISTARI Global Ltd	BlueVoyant LLC, Ensign InfoSecurity Pte. Ltd., Sygnia, Inc., ISTARI GLOBAL (SINGAPORE) Pte. Ltd., ISTARI INTERNATIONAL (UK) Limited, ISTARI INTERNATIONAL (US) LLC, (all ISTARI portfolio or group companies)
Dr. Friedrich Eichiner <sup>(1)</sup>	Member of various Supervisory Boards	Member of the Supervisory Boards of FESTO Management SE (Chairman), Infineon Technologies AG
Jean-Claude Le Goaër <sup>(2)</sup>	Employee of Allianz Informatique G.I.E.	None
Martina Grundler <sup>(2)</sup>	National Representative Insurances, ver.di, Berlin	None
Herbert Hainer Vice Chairman <sup>(1)</sup>	Member of various Supervisory Boards	Member of the Supervisory Board of FC Bayern München AG (Chairman)
Frank Kirsch <sup>(2)</sup>	Employee of Allianz Beratungs- und Vertriebs-AG	None
Jürgen Lawrenz <sup>(2)</sup>	Employee of Allianz Technology SE	None
Primiano Di Paolo <sup>(2)</sup>	Employee of Allianz Technology SpA	None
(1) Shareholder Representative		
(2) Employee Representative		

The members of the Supervisory Board may be contacted at the business address of Allianz SE.

## CONFLICTS OF INTEREST

Allianz SE has not been notified or otherwise been informed by any of the members of the Board of Management or any member of the Supervisory Board about any potential conflicts of interest between any duties to Allianz SE of the members of the Board of Management and of the Supervisory Board and their private interests and/or other duties.

## Major Shareholders and Change of Control Arrangements

Under the German Securities Trading Act (*Wertpapierhandelsgesetz*), holders of voting securities of a listed German company are required to notify the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, or *BaFin*) and the company of the level of their holding whenever it reaches, exceeds or falls below specified thresholds. The lowest disclosable threshold is 3% for shares with voting rights, and 5% for financial instruments or a combination of shares and instruments. Absent a relevant threshold crossing, there is no duty for shareholders to disclose holdings, and accordingly, holdings disclosed by a shareholder as of the date of a threshold crossing may differ from that shareholder's holdings as of the date of this Prospectus.

According to the latest notifications which Allianz has received, BlackRock, Inc., Wilmington, USA, crossed or reached a relevant threshold on 6 July 2022, and as a result of the transaction, held 6.75% of voting rights attached to shares and 0.06% of voting rights through instruments, corresponding to a total of 6.81%.

As of the date of this Prospectus, to the best knowledge of Allianz SE, no other shareholder holds, directly or indirectly, voting rights in Allianz SE or related financial instruments in excess of the lowest disclosable threshold.



There are no arrangements known to the Issuer the operation of which may at a subsequent date result in a change in control of the Issuer.

## Financial information concerning the assets and liability, financial position and profits and losses of the Allianz Group

### HISTORICAL FINANCIAL INFORMATION

Audited historical financial information as of and for the financial years ended 31 December 2021 and 31 December 2022 and the independent auditor's report in respect of each year, as well as the Condensed Consolidated Interim Financial Statements are incorporated by reference (see below section "Documents Incorporated by Reference").

With effect as of 1 January 2023, Allianz adopted IFRS 9 (Financial Instruments) and IFRS 17 (Insurance Contracts). The comparability of certain financial information or financial statements line items between periods presented in this Prospectus might therefore be limited. For further information on the first application of IFRS 9 and IFRS 17, we refer to the notes of the Condensed Consolidated Interim Financial Statements incorporated by reference in this Prospectus.

### KEY FIGURES FOR HISTORICAL AND OTHER FINANCIAL INFORMATION

The following table indicates key figures as of and for the twelve months ended 31 December 2022 (IAS 39/IFRS 4) and 31 December 2022 (IFRS 9/17). The key figures as of and for financial years ended 31 December 2022 (IAS 39/IFRS 4) are audited. The key figures as of and for financial years ended 31 December 2022 (IFRS 9/17) are unaudited.

#### Key figures as of and for financial years ended 31 December 2022 (IAS 39/IFRS 4) and 31 December 2022 (IFRS 9/17)

Twelve months ended 31 December		2022 (IAS 39/ IFRS 4)	2022 (IFRS 9/17)
<b>Total revenues (IAS 39/IFRS 4) / Total business volume (IFRS 9/17)</b>	<b>€ bn</b>	<b>152.7</b>	<b>153.3</b>
Property-Casualty	€ bn	70.0	70.6
Life/Health	€ bn	75.1	75.3
Asset Management	€ bn	8.2	8.2
Corporate and Other	€ bn	0.3	-
Consolidation	€ bn	(1.0)	(0.8)
<b>Operating profit/loss</b>	<b>€ mn</b>	<b>14,164</b>	<b>13,814</b>
Property-Casualty	€ mn	6,189	6,827
Life/Health	€ mn	5,282	4,218
Asset Management	€ mn	3,199	3,198
Corporate and Other	€ mn	(512)	(540)
Consolidation	€ mn	5	112
<b>Net income</b>	<b>€ mn</b>	<b>7,182</b>	<b>6,856</b>
attributable to non-controlling interests	€ mn	444	435
attributable to shareholders	€ mn	6,738	6,421
<b>Shareholders' core net income (IFRS 9/17)<sup>1</sup></b>	<b>€ mn</b>	<b>n.a.</b>	<b>6,984</b>
<b>Core earnings per share (IFRS 9/17)<sup>2</sup></b>	<b>€</b>	<b>n.a.</b>	<b>16.96</b>
<b>Additional KPIs</b>			
Group return on equity (IAS 39/IFRS 4) Group Core return on equity (IFRS 9/17) <sup>3</sup>	%	10.3%	12.7%
Property-Casualty Combined ratio	%	94.2%	93.3%
Life/Health New business margin	%	3.8%	5.9%
Asset Management Cost-income ratio	%	61.2%	61.2%
		<b>12/31/2022</b>	<b>12/31/2022</b>
<b>Shareholders' equity<sup>4</sup></b>	<b>€ bn</b>	<b>51.5</b>	<b>54.4</b>
<b>Solvency II capitalization ratio (without transitionals)<sup>5</sup></b>	<b>%</b>	<b>201%</b>	<b>201%</b>

Please note: The figures are presented in millions of euros, unless otherwise stated. Due to rounding, numbers presented may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

<sup>1</sup> Presents the portion of shareholders' net income before non-operating market movements and before amortization of specific/certain acquisition-related intangible assets (including any related tax effects).

<sup>2</sup> Calculated by dividing the respective period's shareholders' core net income, adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity, by the weighted average number of shares outstanding (basic core EPS).

<sup>3</sup> Represents the ratio of shareholders' core net income to the average shareholders' equity at the beginning and at the end of the period. Shareholders' core net income is adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity. From the average shareholders' equity undated subordinated bonds classified as shareholders' equity and net OCI are excluded.

<sup>4</sup> Excluding non-controlling interests.

<sup>5</sup> Risk capital figures are group diversified at 99.5% confidence level. Including the application of transitional measures for technical provisions, the Solvency II capitalization ratio is 230% as of 31 December 2022.

The following table indicates key figures as of and for the nine months ended 30 September 2023 and 2022. The key figures as of and for the nine months ended 30 September 2023 and 2022 are unaudited.

**Key figures as of and for the nine months ended 30 September 2023 and 30 September 2022 (IFRS 9/17)**

Nine months ended 30 September		2023	2022	Delta
<b>Total business volume</b>	€ bn	<b>122.1</b>	<b>116.6</b>	<b>4.7%</b>
Property-Casualty	€ bn	58.9	54.2	8.7%
Life/Health	€ bn	57.9	56.8	2.0%
Asset Management	€ bn	5.8	6.1	(5.9)%
Consolidation	€ bn	(0.5)	(0.5)	(7.0)%
<b>Operating profit/loss</b>	€ mn	<b>10,981</b>	<b>10,598</b>	<b>3.6%</b>
Property-Casualty	€ mn	5,301	5,243	1.1%
Life/Health	€ mn	3,830	3,162	21.1%
Asset Management	€ mn	2,214	2,392	(7.4)%
Corporate and Other	€ mn	(358)	(324)	10.6%
Consolidation	€ mn	(6)	124	n.m.
<b>Net income</b>	€ mn	<b>6,776</b>	<b>5,676</b>	<b>19.4%</b>
attributable to non-controlling interests	€ mn	386	359	7.7%
attributable to shareholders	€ mn	6,390	5,317	20.2%
<b>Shareholders' core net income<sup>1</sup></b>	€ mn	<b>6,750</b>	<b>5,378</b>	<b>25.5%</b>
<b>Core earnings per share<sup>2</sup></b>	€	<b>16.62</b>	<b>12.97</b>	<b>28.2%</b>
<b>Additional KPIs</b>				
Group Core return on equity <sup>3</sup>	%	11.9%	9.6%	2.2%-p
Property-Casualty Combined ratio	%	93.5%	92.9%	0.5%-p
Life/Health New business margin	%	5.9%	5.7%	0.2%-p
Asset Management Cost-income ratio	%	61.7%	61.0%	0.6%-p
		<b>09/30/23</b>	<b>12/31/22</b>	
<b>Shareholders' equity<sup>4</sup></b>	€ bn	<b>56.1</b>	<b>54.4</b>	<b>3.1%</b>
<b>Solvency II capitalization ratio (without transitionals)<sup>5</sup></b>	%	<b>212%</b>	<b>201%</b>	<b>11%-p</b>

Please note: The figures are presented in millions of Euros, unless otherwise stated. Due to rounding, numbers presented may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

1\_Presents the portion of shareholders' net income before non-operating market movements and before amortization of intangible assets from business combinations (including any related income tax effects).

2\_Calculated by dividing the respective period's shareholders' core net income, adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity, by the weighted average number of shares outstanding (basic core EPS).

3\_Represents the ratio of shareholders' core net income to the average shareholders' equity at the beginning and at the end of the period. Shareholders' core net income is adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity. From the average shareholders' equity undated subordinated bonds classified as shareholders' equity and net OCI are excluded.

4\_Excluding non-controlling interests.

5\_Risk capital figures are group diversified at 99.5% confidence level. Including the application of transitional measures for technical provisions, the Solvency II capitalization ratio is 238% as of 30 September 2023.

The following table indicates key figures for the financial years 2022 and 2021. The key figures for the financial years 2022 and 2021 are audited unless otherwise indicated.

#### Key figures as of and for the financial years ended 31 December 2022 and 2021 (IAS 39/IFRS 4)

Twelve months ended 31 December		2022	2021	Delta
<b>Total revenues<sup>1</sup></b>	€ bn	<b>152.7</b>	<b>148.5</b>	<b>2.8 %</b>
Property-Casualty	€ bn	70.0	62.3	12.4 %
Life/Health	€ bn	75.1	78.3	(4.1) %
Asset Management	€ bn	8.2	8.4	(1.9) %
Corporate and Other	€ bn	0.3	0.3	5.6 %
Consolidation	€ bn	(1.0)	(0.8)	27.4 %
<b>Operating profit/loss</b>	€ mn	<b>14,164</b>	<b>13,400</b>	<b>5.7 %</b>
Property-Casualty	€ mn	6,189	5,710	8.4 %
Life/Health	€ mn	5,282	5,011	5.4 %
Asset Management	€ mn	3,199	3,489	(8.3) %
Corporate and Other	€ mn	(512)	(772)	(33.7) %
Consolidation	€ mn	5	(38)	n.m.
<b>Net income</b>	€ mn	<b>7,182</b>	<b>7,105</b>	<b>1.1 %</b>
attributable to non-controlling interests	€ mn	444	495	(10.3) %
attributable to shareholders	€ mn	6,738	6,610	1.9 %
<b>Additional KPIs (unaudited)</b>				
Group Return on equity <sup>2,3</sup>	%	10.3%	10.6%	(0.4) %-p
Property-Casualty Combined ratio	%	94.2%	93.8%	0.5 %-p
Life/Health New business margin	%	3.8%	3.2%	0.6 %-p
Life/Health Value of new business	€ mn	2,526	2,527	(0.1) %
Asset Management Cost-income ratio	%	61.2%	58.4%	2.7 %-p
		<b>12/31/2022</b>	<b>12/31/2021</b>	
<b>Shareholders' equity<sup>3</sup></b>	€ bn	<b>51.5</b>	<b>80.0</b>	<b>(35.6) %</b>
<b>Solvency II capitalization ratio (without transitionals)<sup>4</sup></b>	%	<b>201%</b>	<b>209%</b>	<b>(7.8) %-p</b>

Please note: The figures are presented in millions of euros, unless otherwise stated. Due to rounding, numbers presented may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

1. Total revenues comprise gross premiums written and fee and commission income in Property-Casualty, statutory gross premiums in Life/ Health, operating revenues in Asset Management, and total revenues in Corporate and Other (Banking).

2. Represents the ratio of net income attributable to shareholders to the average shareholders' equity at the beginning and at the end of the period. The net income attributable to shareholders is adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity. From the average shareholders' equity undated subordinated bonds classified as shareholders' equity and unrealized gains/losses on bonds net of shadow accounting are excluded.

3. Excluding non-controlling interests.

4. Risk capital figures are group diversified at 99.5 % confidence level. Including the application of transitional measures for technical provisions, the Solvency II capitalization ratio is 230 % as of 31 December 2022.

## SOLVENCY AND REGULATORY CAPITAL

### REGULATORY BACKGROUND

The Solvency II framework that came into force on 1 January 2016 imposes prudential requirements at the Allianz Group level as well on the individual European Economic Area (EEA) based insurance and reinsurance companies in the Allianz Group. Insurance supervision is exercised by national supervisors at the level of the individual insurance and reinsurance companies of the Allianz Group and by the BaFin as the Allianz Group supervisor at the Allianz Group level. The Solvency II rules provide for economic, risk-based capital requirements for insurance and reinsurance companies in all EEA member states, as well as for groups with insurance and/or reinsurance activities in the EEA. Solvency requirements are based on market valuations and take asset-side as well as liability-side risks into account, but also provide detailed rules regarding governance, risk management, risk assessment and risks associated with the other entities within the Allianz Group. Solvency II is a regulatory framework where the insurers' material risks and their interactions are considered.

The Solvency II framework is structured along three pillars. Pillar 1 comprises quantitative requirements (including rules regarding the valuation of assets and liabilities such as technical provisions, risk capital requirements and own fund requirements). Pillar 2 defines governance and risk management requirements. Pillar 3 consists of disclosure and supervisory reporting requirements. These three pillars should not only be considered in isolation, but also in terms of how they interact with one another. More complex risks, for instance, require a stronger risk management and governance structure and may lead to higher capital requirements. In addition to these requirements, which apply to individual EEA insurers and reinsurers, the Solvency II framework is complemented by requirements that apply at group level (group supervision). This means that a number of requirements from the Solvency II framework that apply to the individual EEA insurance and reinsurance undertakings apply, with necessary modifications, at group level. The Solvency II framework is currently subject to a review and is proposed to be accompanied by a new recovery and resolution regime. The European Commission published on 22 September 2021 (i) a proposal for changes to the Solvency II Directive and (ii) a legislative proposal for a directive establishing a framework for recovery and resolution of insurance and reinsurance undertakings, namely the Insurance Recovery and Resolution Directive.

## PILLAR 1 REQUIREMENTS

Solvency II requires EEA insurance and reinsurance companies to determine technical provisions at a value that corresponds with the exit value of their insurance and reinsurance obligations towards policyholders and other beneficiaries of insurance and reinsurance contracts. The calculation of technical provisions should be based on market consistent information to the extent to which that information is available.

The value of the technical provisions is equal to the sum of a best estimate of the value of the insurance contracts and a risk margin which is reflective of the cost of capital a third-party buyer would expect to earn if it wanted to acquire the portfolio upon an exit by us. The discount rates based on which technical provisions are calculated are an important element in order to determine the value of the technical provisions. There are detailed Solvency II rules that clarify how discount rates must be derived. These rules and other parameters to determine the technical provisions may have an important effect on the amount and volatility of the own funds that insurance and reinsurance undertakings are required to maintain. The Solvency II framework contains several measures (in particular the volatility adjustment and matching adjustment) that should reduce the volatility of the own funds that is due solely to credit spread movements.

Insurers and reinsurers are required to hold a sufficient amount of “eligible own funds” to cover losses in an adverse scenario. The amount of eligible own funds that insurance and reinsurance companies are required to hold is the Solvency Capital Requirement (“**SCR**”) and is calibrated to a confidence level of 99.5% (reflecting the ability of insurance or reinsurance companies to withstand a 1-in-200-year event) and a “holding period” of one year. Insurance and reinsurance companies are allowed to: (a) use a standard formula to calculate their SCR (the rules for which are set out in detail in the Solvency II rules and guidelines); or (b) use an internal model (for which the approval of the supervisory authorities is required); or (c) use a partial internal model (which is a combination of the standard formula being applied to some group entities, and an internal model to other group entities). An internal model has been developed by Allianz Group to better reflect the actual risk profile than the standard formula. The Allianz Group determines its regulatory capital requirements on the basis of a partial internal model since 1 January 2016.<sup>1</sup>

In addition to the SCR, insurance and reinsurance companies also calculate a Minimum Capital Requirement (“**MCR**”). The MCR represents a lower threshold than the SCR, below which the level of eligible own funds held by the insurance or reinsurance company is not allowed to drop. An irreparable or prolonged breach of the MCR would lead to a withdrawal of an insurance or reinsurance company's license, and may, if the resolution regime proposed by the European Commission in September 2021 is enacted and implemented into law, lead to the resolution of the insurance or reinsurance company, or, if the additional criteria for group resolution are met, to a resolution of the group of the insurance or reinsurance company. Insurance and reinsurance companies are required to hold eligible own funds sufficient to cover the SCR and the MCR.

For purposes of the Allianz Group, the Group SCR substantially consists of the sum of capital requirements (including diversification effects where applicable) from (a) entities applying either internal or standard models in accordance with Solvency II, (b) entities regulated under insurance regulation regimes that are deemed equivalent to Solvency II (to the extent these entities are not included in the Allianz Group based on an internal or the standard model), and (c) entities regulated otherwise (including banks, asset managers, and Institutions for Occupational Retirement Provision (“**IORPs**”)). Immaterial non-EEA (re)insurance entities are considered via book value deduction (Art. 229 Directive 2009/138/EC) and neither contribute to the Group SCR nor to Group own funds. The Group SCR is also often referred to as the Allianz Group's Solvency II capital requirement in the external communication of Allianz Group.

The Group MCR is currently represented by the minimum consolidated group solvency capital requirement applicable to the Allianz Group, which is calculated as the sum of the Solo MCR of all entities in the group included via an internal or standard model. The scope of the Allianz Group for purposes of the Group MCR is limited to consolidated entities applying either internal or standard models in accordance with Solvency II. Allianz Group entities that are (a) regulated under insurance regulation regimes that are deemed equivalent to Solvency II and included in the group solvency calculation with method 2 (deduction and aggregation method), and (b) financial institutions regulated otherwise (including banks, asset managers, and IORPs) are outside the scope of the Group MCR Ratio (no contribution to the Group MCR, no contribution to own fund items eligible to cover the Group MCR). See footnote 4 regarding the table of historical solvency ratios of Allianz SE and Allianz Group in the section “*Description of Allianz SE and Allianz Group—Solvency and Regulatory Capital—Application of transitional measures on technical provisions in the calculation of Solvency and Minimum Capital Requirement ratios of Allianz SE and the Allianz Group*” below.

In September 2021, the European Commission has proposed to clarify the determination of the Group SCR and the Group MCR if, as the Allianz Group does, a combination of method 1 (consolidation) and method 2 (deduction and aggregation) is applied to the calculation of those measures. Such change may impact both the Group SCR Ratio and the Group MCR Ratio.

The proposal further foresees that in case of a combination of method 1 and method 2, the Group MCR should be subject to a cap and defines the potential future Group MCR as the lower of (i) the sum (a) of the Solo MCR of all consolidated EU/EEA insurance and reinsurance entities of the group, (b) the local minimum capital requirement at which the authorisation would be withdrawn for all consolidated third country insurance and reinsurance entities of the group, and (c) the notional Solo MCR for all consolidated insurance holding companies and mixed financial holding companies of the group, and (ii) 45% of the contribution to the Group SCR from all entities included in the group via method 1 including all consolidated insurance and reinsurance entities and entities of other financial sectors.

1 From a formal perspective, the German Supervisory Authority deems Allianz Group's model to be partial because it does not cover all of Allianz Group's operations: some of Allianz Group's smaller operations report under the standard model and others under the deduction and aggregation method.

Own funds are derived from the market value balance sheet (“MVBS”) in line with the provisions of Solvency II, and are divided into three tiers in accordance with the quality of the own funds. Tier 1, such as common equity and retained earnings (which are represented as one of the components of the so-called “reconciliation reserve” in the MVBS), is the highest quality of own funds and must be able to absorb losses on a ‘going-concern’ basis. Tier 1 is divided into restricted (i.e., subject to a regulatory maximum limit) and unrestricted Tier 1 (i.e., not subject to a regulatory maximum limit). Tier 2 is of a lower quality than Tier 1 and is available to absorb losses on a ‘gone concern’ basis (insolvency). Tier 3 represents funds of the lowest quality and has only limited loss-absorbing capacity.

The Allianz Group’s and Allianz SE’s tiers of own funds comprise:

- Unrestricted Tier 1 (“UT1”): UT1 consists primarily of share capital and the share premium account, surplus funds as well as the reconciliation reserve, minus related deductions. The reconciliation reserve represents the excess of assets over liabilities derived from the MVBS, reduced by mainly share capital, share premium account, surplus funds, net deferred tax assets, and deductions for own shares as well as foreseeable dividends and distributions.
- Restricted Tier 1 (“RT1”): RT1 consists of perpetual subordinated liabilities issued by the Allianz Group that meet certain requirements or that benefit from grandfathering under Solvency II.
- Tier 2 (“T2”): T2 consists of subordinated liabilities of the Allianz Group that meet certain requirements (or benefit from grandfathering under Solvency II), but do not qualify as RT1.
- Tier 3 (“T3”): T3 relates mainly to the available part of net deferred tax assets.

For compliance with the Group SCR and Solo SCR rules, the following quantitative limits apply: (a) the eligible amount of Tier 1 must be at least one half of the SCR; (b) the eligible amount of RT1 is limited to a maximum of 20% of total Tier 1; (c) the eligible amount of Tier 3 is limited to a maximum of 15% of the SCR; and (d) the sum of the eligible amounts of Tier 2 and Tier 3 is limited to a maximum of 50% of the SCR.

For compliance with the Group MCR and Solo MCR rules, the following quantitative limits apply: (a) the eligible amount of Tier 1 must be at least 80% of the MCR; (b) the eligible amount of RT1 is limited to a maximum of 20% of total Tier 1; and (c) the eligible amount of Tier 2 is limited to a maximum of 20% of the MCR. Tier 3 is not eligible to cover the MCR.

## APPLICATION OF TRANSITIONAL MEASURES ON TECHNICAL PROVISIONS IN THE CALCULATION OF SOLVENCY AND MINIMUM CAPITAL REQUIREMENT RATIOS OF ALLIANZ SE AND THE ALLIANZ GROUP

Solvency II foresees transitional measures to allow EEA entities to gradually move to a full implementation of Solvency II over a period of time. However, in connection with the ongoing review of the Solvency II Directive, the European Commission proposed that insurers should only be allowed to start applying such transitional measures to technical provisions in very limited cases. Prior to the year 2020, the Issuer had treated the ability to apply for such transitional measures as one of its potential recovery tools in the context of its recovery plan. Accordingly, in order to avoid losing the ability to avail itself of such transitional measures, the Issuer caused two of its subsidiaries (Allianz Leben and Allianz Private Krankenversicherung) to apply for transitional measures for their technical provisions, and BaFin granted its approval in June 2020.

The application of transitional measures on technical provisions reduces the Solvency II MVBS value of technical provisions. The reduction is, in principle, calculated based on the difference between the value of technical provisions under the prior regulatory regime (known as “Solvency I”) and their value under the current Solvency II regime, as per 1 January 2016. The reduction of technical provisions increases the excess of assets over liabilities (MVBS) of Allianz Group, which in turn leads to an increase of the own funds of Allianz Group (net of potential deferred tax). In addition, the Group SCR and Group MCR capital requirements and other items of Group own funds can also be impacted. As a result, as of 30 September 2023, the eligible own funds of Allianz Group to cover the Group SCR increased by € 10.2 billion due to the application of transitional measures on technical provisions, and the Allianz Group SCR Ratio increased by 26 percentage points from 212% to 238%. The eligible own funds of Allianz Group to cover the Group MCR increased by € 10.2 billion due to the application of transitional measures on technical provisions. The Group MCR Ratio increased by 34 percentage points from 271% to 305%.

The increase of the excess of assets over liabilities of Allianz Leben and Allianz Private Krankenversicherung also impact the value of Allianz SE’s equity participations and thus of total assets in the MVBS of Allianz SE on an individual basis (known as the “Solo MVBS”). As a consequence, the transitional measures on technical provisions applied by its two subsidiaries also increase the excess of assets over liabilities (MVBS) of Allianz SE, which in turn leads to an increase of the solo own funds of Allianz SE (net of potential deferred tax). The higher equity participation values also have a meaningful impact on the Solo SCR and Solo MCR capital requirements of Allianz SE. As a result, as of 30 September 2023, the solo own funds eligible to cover the solo SCR of Allianz SE increased by € 10.2 billion due to the application of transitional measures on technical provisions, whereas the solo own funds eligible to cover the solo MCR of Allianz SE increased by € 10.3 billion. At the same time, the Allianz Solo SCR and Solo MCR increased by € 3.3 billion and € 0.8 billion respectively. The Solo SCR Ratio increased by 4 percentage points from 262% to 266%. The Solo MCR Ratio increased by 30 percentage points from 938% to 968%.

The effect of the application of transitional measures on technical provisions decreases over time until 1 January 2032, when such measures will cease to have an effect on the MVBS of either the Allianz Group or Allianz SE (solo). The base amount by which technical provisions can be reduced, and by which the excess of assets over liabilities (MVBS) is increased, is calculated based on a portion of the difference between the value of technical provisions under Solvency I and that under the current Solvency II regime, as per 1 January 2016. The maximum deductible

portion of this base amount decreases linearly from 100% during the year starting from 1 January 2016 to zero on 1 January 2032. The BaFin can request a recalculation of the benefit from transitional measures on technical provisions every 24 months, or more frequently where the risk profile of the relevant undertakings has materially changed. Such a recalculation may result in a faster reduction of the deductible amount, and hence lower solvency ratios, than is the case under the current calculation methodology.

In addition, in connection with the ongoing review of the Solvency II Directive, the European Commission has also proposed that, where a group materially relies on own funds at group level that are derived from benefits from transitional measures on technical provisions, the group supervisor shall have the power to take appropriate measures, including the power to treat such own funds as non-available to cover the group SCR. If this proposal would be cast into law, the effect of the transitional measures on eligible own funds of the Allianz Group for purposes of the Group SCR Ratio and the Group MCR Ratio could lead to supervisory measures lowering their impact at the Allianz Group level.

The Allianz Group's approach to capital steering will continue to focus on solvency ratios excluding the impact of transitional measures for technical provisions. For example, the 180% (or greater) target for the Allianz Group's SCR Ratio refers to the Group SCR ratio excluding the effect of such transitionals. However, all solvency ratios applicable to the Notes (Group SCR Ratio, Group MCR Ratio, Solo SCR Ratio, Solo MCR Ratio), in particular all solvency ratios which are used to determine, for example, whether a coupon payment or a redemption must not be made, will take into account the effects from applying the transitional measures for technical provisions as approved by BaFin.

The following table illustrates the SCR ratios and the MCR ratios of the Issuer and the Allianz Group, as applicable, both including and excluding the effect of transitionals, as of 30 September 2023 and 30 September 2022.

#### SCR ratios and the MCR ratios of the Issuer and the Allianz Group

Amounts in € bn

	As of 30 September 2023 (including transitionals)	As of 30 September 2023 (excluding transitionals)	As of 30 September 2022 (including transitionals)	As of 30 September 2022 (excluding transitionals)
Own fund items of the Allianz Group eligible to cover the Group SCR	91.7	81.5	92.5	81.2
Group SCR	38.5	38.5	40.8	40.8
<b>Group SCR Ratio<sup>1</sup></b>	<b>238%</b>	<b>212%</b>	<b>227%</b>	<b>199%</b>
Distance to trigger breach <sup>5</sup>	53.2	43.0	51.7	40.4
Own fund items of the Allianz Group eligible to cover the Group MCR	72.8	62.5	74.8	63.3
Group MCR	23.9	23.0	24.5	23.6
<b>Group MCR Ratio<sup>2</sup></b>	<b>305%</b>	<b>271%</b>	<b>305%</b>	<b>268%</b>
Distance to trigger breach <sup>5</sup>	48.9	39.4	50.3	39.7
Own fund items of the Issuer eligible to cover the Solo SCR	90.2	80.0	90.5	79.2
Solo SCR	33.9	30.6	34.2	30.5
<b>Solo SCR Ratio<sup>3</sup></b>	<b>266%</b>	<b>262%</b>	<b>265%</b>	<b>260%</b>
Distance to trigger breach <sup>5</sup>	56.3	49.5	56.3	48.7
Own fund items of the Issuer eligible to cover the Solo MCR	82.0	71.6	82.7	71.2
Solo MCR	8.5	7.6	8.6	7.6
<b>Solo MCR Ratio<sup>4</sup></b>	<b>968%</b>	<b>938%</b>	<b>967%</b>	<b>935%</b>
Distance to trigger breach <sup>5</sup>	73.5	64.0	74.1	63.6

1. The Group SCR Ratio is calculated by dividing (i) the amount of own fund items of the Allianz Group eligible to cover the Group SCR by (ii) the Group SCR. The Group SCR represents the Solvency II capital requirement of the Allianz Group (or Group SCR) substantially consisting of the capital requirements from (a) entities applying either internal or standard models in accordance with Solvency II, (b) entities regulated under insurance regulation regimes that are deemed equivalent to Solvency II (to the extent they are not included in the Allianz Group based on an internal or the standard model), and (c) entities regulated otherwise (including banks, asset managers, and IORPs). Immaterial non-EEA (re)insurance entities are considered via book value deduction (Art. 229 Directive 2009/138/EC). For the purposes of determining the "Group SCR Ratio" applicable to the Notes, Group SCR Ratio will include transitional measures under the applicable supervisory requirements.

2. The Group MCR Ratio is calculated by dividing (i) the amount of own fund items of the Allianz Group eligible to cover the Group MCR by (ii) the Group MCR. The Group MCR represents the minimum consolidated group solvency capital requirement applicable to the Allianz Group. The scope of the Allianz Group for purposes of the Group MCR Ratio is limited to entities applying either internal or standard models in accordance with Solvency II. Group entities that are (a) regulated under insurance regulation regimes that are deemed equivalent to Solvency II, and (b) financial institutions regulated otherwise (including banks, asset managers, and IORPs) are outside the scope of the Group MCR Ratio (no contribution to the Group MCR, no contribution to own fund items eligible to cover the Group MCR). For the purpose of determining the "Group MCR Ratio" applicable to the Notes, the Group MCR Ratio will include transitional measures under the applicable supervisory requirements.

3. The Solo SCR Ratio is calculated by dividing (i) the amount of own fund items of the Issuer (i.e., on an individual, not on a consolidated, basis) eligible to cover the Solo SCR by (ii) the Solo SCR. The Solo SCR represents the solvency capital requirement applicable to the Issuer (i.e., on an individual, not on a consolidated, basis). For the purpose of determining the "Solo SCR Ratio" applicable to the Notes, the Solo SCR Ratio will include transitional measures under the applicable supervisory requirements.

4. The Solo MCR Ratio is calculated by dividing (i) the amount of own fund items of the Issuer (i.e., on an individual, not on a consolidated, basis) eligible to cover the Solo MCR by (ii) the Solo MCR. The Solo MCR represents the minimum capital requirement applicable to the Issuer (i.e., on an individual, not on a consolidated, basis). For the purpose of determining the "Solo MCR Ratio" applicable to the Notes, the Solo MCR Ratio will include transitional measures under the applicable supervisory requirements.

5. Distance to trigger breach is calculated as the amount of own fund items eligible to cover the respective capital requirement minus the respective capital requirement.

The following table illustrates the SCR ratios and the MCR ratios of the Issuer and the Allianz Group, as applicable, both including and excluding the effect of transitionals, as of 31 December 2022 and 31 December 2021.

#### SCR ratios and the MCR ratios of the Issuer and the Allianz Group

Amounts in € bn

	As of 31 December 2022 (including transitionals)	As of 31 December 2022 (excluding transitionals)	As of 31 December 2021 (including transitionals)	As of 31 December 2021 (excluding transitionals)
Own fund items of the Allianz Group eligible to cover the Group SCR	89.2	77.9	98.4	86.0
Group SCR	38.8	38.8	41.2	41.2
<b>Group SCR Ratio<sup>1</sup></b>	<b>230%</b>	<b>201%</b>	<b>239%</b>	<b>209%</b>
Distance to trigger breach <sup>5</sup>	50.4	39.1	57.2	44.8
Own fund items of the Allianz Group eligible to cover the Group MCR	72.4	60.9	78.3	65.7
Group MCR	23.7	22.8	27.0	26.0
<b>Group MCR Ratio<sup>2</sup></b>	<b>306%</b>	<b>268%</b>	<b>290%</b>	<b>253%</b>
Distance to trigger breach <sup>5</sup>	48.7	38.2	51.3	39.7
Own fund items of the Issuer eligible to cover the Solo SCR	88.0	76.7	107.2	94.8
Solo SCR	32.9	29.3	40.5	36.4
<b>Solo SCR Ratio<sup>3</sup></b>	<b>267%</b>	<b>262%</b>	<b>265%</b>	<b>260%</b>
Distance to trigger breach <sup>5</sup>	55.1	47.5	66.7	58.4
Own fund items of the Issuer eligible to cover the Solo MCR	80.4	68.9	99.0	86.4
Solo MCR	8.2	7.3	10.1	9.1
<b>Solo MCR Ratio<sup>4</sup></b>	<b>976%</b>	<b>942%</b>	<b>977%</b>	<b>950%</b>
Distance to trigger breach <sup>5</sup>	72.2	61.6	88.9	77.3

1\_ The Group SCR Ratio is calculated by dividing (i) the amount of own fund items of the Allianz Group eligible to cover the Group SCR by (ii) the Group SCR. The Group SCR represents the Solvency II capital requirement of the Allianz Group (or Group SCR) substantially consisting of the capital requirements from (a) entities applying either internal or standard models in accordance with Solvency II, (b) entities regulated under insurance regulation regimes that are deemed equivalent to Solvency II (to the extent they are not included in the Allianz Group based on an internal or the standard model), and (c) entities regulated otherwise (including banks, asset managers, and IORPs). Immaterial non-EEA (re)insurance entities are considered via book value deduction (Art. 229 Directive 2009/138/EC). For the purposes of determining the "Group SCR Ratio" applicable to the Notes, Group SCR Ratio will include transitional measures under the applicable supervisory requirements.

2\_ The Group MCR Ratio is calculated by dividing (i) the amount of own fund items of the Allianz Group eligible to cover the Group MCR by (ii) the Group MCR. The Group MCR represents the minimum consolidated group solvency capital requirement applicable to the Allianz Group. The scope of the Allianz Group for purposes of the Group MCR Ratio is limited to entities applying either internal or standard models in accordance with Solvency II. Group entities that are (a) regulated under insurance regulation regimes that are deemed equivalent to Solvency II, and (b) financial institutions regulated otherwise (including banks, asset managers, and IORPs) are outside the scope of the Group MCR Ratio (no contribution to the Group MCR, no contribution to own fund items eligible to cover the Group MCR). For the purpose of determining the "Group MCR Ratio" applicable to the Notes, the Group MCR Ratio will include transitional measures under the applicable supervisory requirements.

3\_ The Solo SCR Ratio is calculated by dividing (i) the amount of own fund items of the Issuer (i.e., on an individual, not on a consolidated, basis) eligible to cover the Solo SCR by (ii) the Solo SCR. The Solo SCR represents the solvency capital requirement applicable to the Issuer (i.e., on an individual, not on a consolidated, basis). For the purpose of determining the "Solo SCR Ratio" applicable to the Notes, the Solo SCR Ratio will include transitional measures under the applicable supervisory requirements.

4\_ The Solo MCR Ratio is calculated by dividing (i) the amount of own fund items of the Issuer (i.e., on an individual, not on a consolidated, basis) eligible to cover the Solo MCR by (ii) the Solo MCR. The Solo MCR represents the minimum capital requirement applicable to the Issuer (i.e., on an individual, not on a consolidated, basis). For the purpose of determining the "Solo MCR Ratio" applicable to the Notes, the Solo MCR Ratio will include transitional measures under the applicable supervisory requirements.

5\_ Distance to trigger breach is calculated as the amount of own fund items eligible to cover the respective capital requirement minus the respective capital requirement.

## LEGAL AND ARBITRATION PROCEEDINGS

Allianz Group companies are involved in legal, regulatory, and arbitration proceedings in Germany and a number of foreign jurisdictions, including the United States. Such proceedings arise in the ordinary course of business, including, amongst others, their activities as insurance, banking and asset management companies, employers, investors and taxpayers. While it is not feasible to predict or determine the ultimate outcome of such proceedings, they may result in substantial damages or other payments or penalties or result in adverse publicity and damage to the Allianz Group's reputation. As a result, such proceedings could have an adverse effect on the Allianz Group's business, financial condition and results of operations. Apart from the proceedings discussed below, Allianz SE is not aware of any threatened or pending legal, regulatory or arbitration proceedings which may have, or have had in the recent past, significant effects on its and/or the Allianz Group's financial position or profitability. Material proceedings in which Allianz Group companies are involved are in particular the following:

With respect to the multiple complaints which had been filed in U.S. Courts in connection with losses suffered by investors in AllianzGI U.S.'s Structured Alpha funds ("Funds") during the Covid-19 related market downturn, in the meantime all actions regarding private and mutual funds have been dismissed after settlements were reached with the respective investors.

In addition, as announced by ad-hoc disclosure on 17 May 2022, AllianzGI U.S. has entered into settlements with the U.S. Department of Justice ("DOJ") and the U.S. Securities and Exchange Commission ("SEC") in connection with the Structured Alpha matter. Pursuant to the DOJ resolution, AllianzGI U.S. pleaded guilty to one count of criminal securities fraud, and pursuant to the SEC resolution the SEC found that AllianzGI U.S. violated relevant U.S. securities laws. These settlements fully resolve the U.S. governmental investigations of the Structured Alpha matter for Allianz.

As announced by ad-hoc disclosures on 17 February 2022 and 11 May 2022, Allianz recognized a provision of € 3.7 billion for the fourth quarter of 2021 and an additional provision of € 1.9 billion for the first quarter of 2022 for the Structured Alpha matter. As of 30 September 2023, the majority of the amounts provisioned have been paid out already for settlements with investors in the Funds and for payments to the U.S. authorities according to the resolutions reached with them. Allianz SE believes that the remaining provision is a fair estimate of its financial exposure in relation to any remaining compensation payments to Structured Alpha investors in mutual funds. Allianz is seeking a timely resolution with remaining fund investors and expects that the disclosure of additional information could have a negative impact on its position in the ongoing discussions with investors and therefore, in accordance with IAS 37.92, management refrains from providing further details on the provision recognized as well as on any contingent liabilities.

In January 2023 a putative class action complaint has been filed against Allianz SE and, in its amended version, against AllianzGI U.S., in the United States District Court for the Central District of California. The complaint alleges violation of Federal U.S. Securities Laws by making false or misleading statements in public disclosures such as the annual reports of Allianz in the period between March 2018 and May 2022 regarding the AllianzGI U.S. Structured Alpha matter and internal controls. Allianz SE considers the action to be unfounded.

## SIGNIFICANT CHANGES IN THE FINANCIAL POSITION OF ALLIANZ SE OR ALLIANZ GROUP

Save as disclosed in the section “Recent events” above, there have been no significant changes with regard to the financial position of Allianz SE or Allianz Group since 30 June 2023.

## Material contracts

For material contracts creating contingent liabilities, please refer to Note 38 of the Consolidated Financial Statements as of and for the financial year ended 2022, in particular the sections “Guarantees”, “Commitments”, and “Other Commitments and Contingencies” (see pages 184–185 of the Allianz Group 2022 Annual Report).

## Alternative Performance Measures

Throughout its financial publications, the Allianz Group uses non-IFRS alternative performance measures (“APMs”) in addition to the figures which are prepared in accordance with the International Financial Reporting Standards (IFRS), as adopted by the European Union. We believe that these measures provide useful information to investors and enhance the understanding of our results. These financial measures are designed to measure performance, growth, profit generation, and capital efficiency. Investors should not place undue reliance on these non-IFRS measures and should not consider either of these measures to be indicative of the Allianz Group’s historical operating results or financial condition; nor are they meant to be predictive of future results. These alternative performance measures may not be uniformly defined by all companies and accordingly they may not be directly comparable with similarly titled measures and disclosures by other companies. The APMs should be viewed as complementary to, rather than a substitute for, the figures determined according to IFRS and should be considered in conjunction with the IFRS measures as set out in the Consolidated Financial Statements and the Condensed Consolidated Interim Financial Statements incorporated herein by reference.

The Allianz Group uses the following major alternative performance measures:

- Total business volume
- Operating profit
- Shareholders’ core net income
- Core earnings per share
- Core return on equity
- Operating insurance service result
- Combined ratio
- New business margin
- Cost-income ratio

Investors should consider that similarly titled APMs reported by other companies may be calculated differently. As a result, there may be limitations to the comparability of APMs across companies. In evaluating the APMs, investors should carefully consider the financial statements of the Issuer incorporated by reference in this Prospectus.

In accordance with the guidelines of the European Securities and Markets Authority (ESMA), the following information is given in regards to the alternative performance measures listed above:

- Definition of the APMs, their use and limitations on the usefulness: section “Definitions, use and limitations” below.
- Reconciliation of the APMs to the most directly reconcilable line item, subtotal or total presented in the financial statements: sections “Reconciliations” below.



## Definitions, use and limitations

### TOTAL BUSINESS VOLUME

#### DEFINITION AND USEFULNESS

Total business volume presents a measure for the overall amount of business generated during a specific reporting period. According to our business segments, total business volume in the Allianz Group comprises:

- Gross premiums written as well as fee and commission income in Property-Casualty;
- Statutory gross premiums in Life/Health; and
- Operating revenues in Asset Management.

The definition of total business volume is comparable to the definition of total revenues previously used within the Allianz Group. The revenues from our banking business are, however, no longer part of the total business volume as the remaining banking activities can be considered immaterial. Moreover, in Property-Casualty and in Life/Health, smaller adjustments to premiums at some entities are applied, following some interpretation/presentation changes.

Total business volume should not be confused with IFRS insurance revenue. IFRS 17 sets out that insurance revenue shall be recognized when an entity satisfies its performance obligations. A written-premium approach may not be used for the presentation of IFRS insurance revenue, but may still serve as a measure of growth.

In accordance with this, we consider total business volume as a key performance indicator in addition to IFRS insurance revenue. We believe that it is useful and meaningful to our external audience because it is an important financial measure for the growth of the Allianz Group during a specific time period.

#### LIMITATIONS ON THE USEFULNESS

Total business volume does not provide any information as to the profitability of the Allianz Group. It also does not provide information as to when the services connected to the business are provided. Therefore, total business volume should always be viewed in conjunction with e.g. IFRS insurance revenue, operating profit or net income (loss).

Furthermore, total business volume is subject to fluctuations which do not derive from the performance of the Allianz Group. These fluctuations result from effects of price changes, foreign currency translation as well as acquisitions, disposals, and transfers.

### OPERATING PROFIT (OP)

#### DEFINITION AND USEFULNESS

The Allianz Group uses operating profit to evaluate the performance of its reportable segments as well as of the Allianz Group as a whole. Operating profit highlights the portion of income (loss) before income taxes that is attributable to the ongoing core operations of the Allianz Group.

The Allianz Group considers the presentation of operating profit to be useful and meaningful to investors because it enhances the understanding of the Allianz Group's underlying operating performance and the comparability of its operating performance over time.

Operating profit is used as one of the decision metrics by the Allianz Group's management.

To better understand the ongoing operations of the business, the Allianz Group generally excludes the following non-operating effects:

- realized gains/losses (net),
- expected credit loss allowance,
- income from derivatives (net),
- interest expenses from external debt,
- impairments of investments (net),
- valuation result from investments and other assets and financial liabilities measured at fair value through profit and loss,
- specific acquisition and administrative expenses, consisting of acquisition-related expenses (from business combinations), income taxes related incidental benefits/expenses, litigation expenses, and one-time effects from significant reinsurance transactions with disposal character,
- amortization of intangible assets,
- restructuring and integration expenses, and
- income and expenses from the application of hyperinflation accounting.

The following exceptions apply to this general rule:

- In all reportable segments, the valuation result from investments and other assets and financial liabilities measured at fair value through profit and loss is treated as operating profit if it relates to operating business.
- For life/health insurance business and property-casualty insurance products with policyholder participation, all items listed above are included in operating profit if the profit sources are shared with policyholders.

Operating profit should be viewed as complementary to, and not as a substitute for, income before income taxes or net income (loss) as determined in accordance with IFRS.

## LIMITATIONS ON THE USEFULNESS

Operating profit is subject to fluctuations which do not derive from the performance of the Allianz Group, such as changes in foreign currency rates or acquisitions, disposals, and transfers between reportable segments.

## SHAREHOLDERS' CORE NET INCOME

### DEFINITION AND USEFULNESS

Shareholders' core net income (or loss) means, for any period, the net income (or loss) of the Allianz Group attributable to shareholders, determined on a consolidated basis in accordance with IFRS, excluding the following non-operating items (including any related income tax effects):

- Non-operating market movements, comprising:
  - valuation result from investments measured at fair value through profit and loss, and
  - income from derivatives (net).
- Non-operating amortization and impairments on intangible assets from business combinations except for insurance, investment or service contracts, or agreements for the distribution of such contracts.

Shareholders' core net income is used as one of the decision metrics by the Allianz Group's management beside operating profit and net income attributable to shareholders. Furthermore, it is intended to use this metric to drive and evaluate the performance of the Allianz Group executives. It is also used for the calculation of core earnings per share and core return on equity.

The Allianz Group considers the presentation of shareholders' core net income to be useful and meaningful to investors because it reduces the short-term market volatility and impact caused by non-operating items which are not attendant to the Allianz Group's sustainable performance. Shareholders' core net income therefore enhances the understanding of the Allianz Group's sustainable performance and the comparability of its performance over time.

Shareholders' core net income should be viewed as complementary to, and not as a substitute for, net income attributable to shareholders as determined in accordance with IFRS.

## LIMITATIONS ON THE USEFULNESS

Shareholders' core net income is still subject to fluctuations which are not representative for the sustainable performance of the Allianz Group, such as changes in foreign currency rates or acquisitions, disposals, and transfers between reportable segments.

## CORE EARNINGS PER SHARE (CORE EPS)

### DEFINITION AND USEFULNESS

Earnings per share (EPS) is a measure for profitability per share and is defined by IFRS 2. According to the standard, earnings per share is generally calculated by dividing net income attributable to shareholders by the weighted-average number of shares outstanding. The net income attributable to shareholders is adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity. For the calculation of diluted earnings per share, the nominator and denominator are adjusted for the effects of potentially dilutive shares. These effects arise from various share-based compensation plans of the Allianz Group.

In addition to the EPS as defined by IFRS 2, the Allianz Group also uses core EPS as a measure for profitability per share. In the determination of core EPS, the net income attributable to shareholders is replaced by the shareholders' core net income. Core EPS is therefore calculated as follows:

$$\text{Core EPS}_{\text{AZ Group}} = \frac{\text{Shareholders' core net income}^1}{\text{Weighted-average number of shares outstanding}}$$

<sup>1</sup> Shareholders' core net income adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity.

As outlined above, shareholders' core net income enhances the understanding of the Allianz Group's sustainable performance. We therefore believe that the presentation of core EPS in addition to EPS as defined by IFRS 2 provides relevant and meaningful information for investors because it reduces the short-term market volatility and impact caused by non-operating items which are not attendant to the Allianz Group's sustainable performance. Core EPS therefore enhances the understanding of the Allianz Group's sustainable performance and the comparability of its performance over time.

## LIMITATIONS ON THE USEFULNESS

As the core EPS is based on shareholders' core net income, the core EPS of the Allianz Group also includes items which are subject to fluctuations that are not representative for the sustainable performance of the Allianz Group, such as changes in foreign currency rates or acquisitions and disposals.

Furthermore, core EPS is inherently limited by the fact that it represents a ratio and thus does not provide any information as to the absolute amount of shareholders' core net income.

## CORE RETURN ON EQUITY (CORE ROE)

### DEFINITION AND USEFULNESS

For the Allianz Group, the core return on equity represents the ratio of shareholders' core net income to the average shareholders' equity at the beginning and at the end of the period. Shareholders' core net income is adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity. From the average shareholders' equity undated subordinated bonds classified as shareholders' equity and shareholders' net OCI are excluded.

$$\text{Core RoE}_{\text{AZ Group}} = \frac{\text{Shareholders' core net income}^1}{(\text{Shareholders' equity}^2 \text{ beginning of period} + \text{Shareholders' equity}^2 \text{ end of period})/2}$$

<sup>1</sup> Shareholders' core net income adjusted for net financial charges related to undated subordinated bonds classified as shareholders' equity.

<sup>2</sup> Shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI.

Shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI is determined as follows:

Total equity

- non-controlling interests
- shareholders' unrealized gains and losses from insurance contracts
- shareholders' other unrealized gains and losses (including expected credit loss)
- undated subordinated bonds classified as shareholders' equity

= Shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI

As per 1 January 2023, the Allianz Group has amended the definition of the RoE of the Allianz Group by replacing net income attributable to shareholders with shareholders' core net income. As outlined above, shareholders' core net income enhances the understanding of the Allianz Group's sustainable performance and we therefore believe that the amended definition provides more relevant and meaningful information for investors.

The Allianz Group uses the core RoE as a key performance indicator. It combines the view on business profitability and capital efficiency. Therefore, management uses core RoE in the steering of our business.

## LIMITATIONS ON THE USEFULNESS

The core RoE of the Allianz Group includes items which are not indicative to the management performance.

The performance indicator core RoE is inherently limited by the fact that it represents a ratio and thus does not provide any information as to the absolute amount of shareholders' core net income or shareholders' equity.

## OPERATING INSURANCE SERVICE RESULT

### DEFINITION AND USEFULNESS

The insurance service result is an underwriting performance measure and is defined by IFRS 17. According to the standard, an entity shall present insurance revenue, insurance service expenses including incurred claims and other incurred insurance service expenses as well as the reinsurance service result in profit or loss.

However, in contrast to the definition in IFRS 17, the Allianz Group also includes the following components in its operating insurance service result:

- Non-attributable acquisition, administrative and claims expenses of our operating entities which were also included in the underwriting result under IFRS 4. The standard would show costs that are not directly linked to specific contracts outside the insurance service result. However, we believe that a broader definition of expenses required to run the business provides a more comprehensive reflection of the underwriting performance and the way we steer the business.
- Adjustments for experience variances at claims and expenses where our operating entities share the technical results with the policyholders (only for insurance contracts under the variable fee approach, in particular in the German-speaking markets, i.e. Germany, Austria, and Switzerland). IFRS 17 would normally reflect these adjustments within the insurance finance expense as part of the investment result. However, since these adjustments are directly linked to the claims and expense result, we consider the inclusion within the operating insurance service result to be more meaningful. For the same reason and business types, unexpected restructuring charges, normally shown in non-operating profit, may be included in the operating insurance service result, where they are part of the underlying items and expense results subject to contractual policyholder participation.

The Allianz Group uses the operating insurance service result as a key performance indicator in the Property-Casualty segment.

### LIMITATIONS ON THE USEFULNESS

The operating insurance service result is subject to fluctuations which do not derive from the performance of the Allianz Group, such as changes in foreign currency rates, price changes or acquisitions, disposals, and transfers between reportable segments.

## COMBINED RATIO (CR)

### DEFINITION AND USEFULNESS

The Allianz Group uses the combined ratio as a measure of underwriting profitability in the Property-Casualty segment. The combined ratio represents the total of claims and benefits, including reinsurance result, as well as acquisition and administrative expenses divided by insurance revenue.

$$CR_{PC\text{ Segment}} = \frac{\text{Claims and benefits incl. reinsurance result} + \text{Acquisition and administrative expenses}}{\text{Insurance revenue}}$$

The combined ratio is typically expressed as a percentage. A ratio of below 100% indicates that the insurance service result is profitable, whereas a ratio of above 100% indicates a negative insurance service result.

The combined ratio can be further broken down into the loss ratio and the expense ratio. The loss ratio represents claims and benefits, including reinsurance result, divided by insurance revenue, and thus expresses the percentage of insurance revenue used to settle claims.

$$\text{Loss Ratio}_{PC\text{ Segment}} = \frac{\text{Claims and benefits incl. reinsurance result}}{\text{Insurance revenue}}$$

The expense ratio represents acquisition and administrative expenses divided by insurance revenue. It expresses the percentage of insurance revenue used to cover underwriting expenses for the acquisition of new or renewal business and for administrative expenses.

$$\text{Expense Ratio}_{PC\text{ Segment}} = \frac{\text{Acquisition and administrative expenses}}{\text{Insurance revenue}}$$

## LIMITATIONS ON THE USEFULNESS

The combined ratio is used to measure underwriting profitability, but it does not capture the profitability of the investment result or the non-operating result. Even in case of a combined ratio of above 100%, the operating profit and/or the net income can still be positive due to a positive investment income and/or a positive non-operating result.

Moreover, the usefulness of the combined ratio is inherently limited by the fact that it is a ratio and thus it does not provide information on the absolute amount of the insurance service result.

## NEW BUSINESS MARGIN (NBM)

### DEFINITION AND USEFULNESS

The new business margin is a common key performance indicator to measure the profitability of new business in our Life/Health segment. The NBM is calculated as the value of new business (VNB) divided by the present value of new business premiums (PVNBP).

$$\text{NBM}_{\text{LH Segment}} = \frac{\text{Value of new business (VNB)}}{\text{Present value of new business premiums (PVNBP)}}$$

The VNB is the additional value to shareholders that results from the writing of new business. It is determined as the present value of pre-tax future profits, adjusted for acquisition expenses overrun or underrun, and non-attributable costs and value of financial options and guarantees, minus a risk adjustment, all determined at issue date. Value of new business is calculated at point of sale, interpreted as at the beginning of each quarter assumptions.

The PVNBP is the present value of projected new regular premiums, discounted with risk-free rates including an adjustment for illiquidity, plus the total amount of single premiums received.

VNB and PVNBP are determined by using an actuarial platform. In the actuarial platform, insurance contracts are projected deterministically using best-estimate assumptions for lapse, mortality, disability, and expenses until maturity. Contracts are projected no longer than 60 years. Premiums are before reinsurance. To receive a valid and meaningful NBM, the calculation of VNB and PVNBP need to be based on the same assumptions.

## LIMITATIONS ON THE USEFULNESS

Limitations come from the best-estimate assumptions, including risk-free rate, and the long projection period of up to 60 years. The best-estimate assumptions are derived from historical data. This means that a different future customer behavior could lead to variances. The same is applicable to the risk-free rate, which is based on current market data. Furthermore, the long projection period is worthy of discussion, because changes such as regulatory changes or a new currency are not reflected in the projection.

## COST-INCOME RATIO (CIR)

### DEFINITION AND USEFULNESS

The Allianz Group uses the cost-income ratio as a key performance indicator in the Asset Management segment. The CIR sets operating expenses in relation to operating revenues in a given period.

$$\text{CIR}_{\text{AM Segment}} = \frac{\text{Operating expenses}^1}{\text{Operating revenues}^2}$$

<sup>1</sup> Operating expenses consist of operating administrative expenses.

<sup>2</sup> Operating revenues are the sum of operating fee and commission income and expenses (net), operating investment income (net) and other operating income and expenses (net). The term "net" means that the relevant expenses have already been deducted.

The Allianz Group uses CIR in order to measure the efficiency of its activities in the Asset Management segment. Changes in the ratio indicate a change in efficiency.

## LIMITATIONS ON THE USEFULNESS

The CIR in a given period of time can be influenced by special items, one-offs or foreign exchange effects on the revenue and/or expense side which lead to a change in CIR without a long-term change of efficiency.

Moreover, the usefulness of the cost-income ratio is inherently limited by the fact that it is a ratio and thus it does not provide information on the absolute amount of the operating revenues and expenses.

## RECONCILIATIONS AS OF AND FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2022 AND 31 DECEMBER 2021 (IAS 39/IFRS 4, AUDITED, UNLESS OTHERWISE INDICATED)

Until 31 December 2022, Allianz Group applied IAS 39 and IFRS 4. In accordance with the provisions of IFRS 4, insurance contracts were recognized and measured on the basis of accounting principles generally accepted in the United States of America (US GAAP). The definitions of the below Alternative Performance Measures can be found in the Allianz Group Base Prospectus 2022, pp. 150–154.

### TOTAL REVENUES

#### Composition of total revenues

€ mn

Twelve months ended 31 December	2022	2021
<b>PROPERTY-CASUALTY</b>		
<b>Total revenues</b>	<b>70,018</b>	<b>62,272</b>
consisting of:		
Gross premiums written	67,716	60,273
Fee and commission income	2,302	1,998
<b>LIFE/HEALTH</b>		
<b>Statutory premiums</b>	<b>75,124</b>	<b>78,348</b>
<b>ASSET MANAGEMENT</b>		
<b>Operating revenues</b>	<b>8,234</b>	<b>8,396</b>
consisting of:		
Net fee and commission income (unaudited)	8,211	8,403
Net interest and similar income (unaudited)	9	(12)
Income from financial assets and liabilities carried at fair value through income (net)	(2)	2
Other income	16	3
<b>CORPORATE AND OTHER</b>		
<b>thereof: Total revenues (Banking)</b>	<b>306</b>	<b>289</b>
consisting of:		
Interest and similar income (unaudited)	106	60
Income from financial assets and liabilities carried at fair value through income (net) <sup>1</sup> (unaudited)	3	2
Fee and commission income (unaudited)	650	666
Interest expenses, excluding interest expenses from external debt (unaudited)	(29)	(23)
Fee and commission expenses (unaudited)	(425)	(423)
Consolidation effects within Corporate and Other (unaudited)	-	6
<b>CONSOLIDATION</b>	<b>(1,011)</b>	<b>(794)</b>
<b>Allianz Group total revenues</b>	<b>152,671</b>	<b>148,511</b>

<sup>1</sup> Includes trading income.

#### Reconciliation of Life/Health statutory premiums to premiums earned (net)

€ mn

Twelve months ended 31 December	2022	2021
<b>Statutory premiums</b>	<b>75,124</b>	<b>78,348</b>
Ceded premiums written (unaudited)	(1,209)	(31,768)
Change in unearned premiums (net)	(515)	(416)
Deposits from insurance and investment contracts (unaudited)	(48,367)	(21,563)
<b>Premiums earned (net)</b>	<b>25,033</b>	<b>24,602</b>

## OPERATING PROFIT (OP)

### Business segment information – reconciliation of operating profit (loss) to net income (loss)

€ mn

Twelve months ended 31 December	Property-Casualty	Life/Health	Asset Management	Corporate and Other	Consolidation	Group
2022						
<b>Operating profit (loss)</b>	<b>6,189</b>	<b>5,282</b>	<b>3,199</b>	<b>(512)</b>	<b>5</b>	<b>14,164</b>
<b>Non-operating investment result</b>						
Non-operating income from financial assets and liabilities carried at fair value through income (net) <sup>2</sup>	(242)	(46)	(1)	(89)	-	(378)
Non-operating realized gains/losses (net) <sup>1</sup>	287	131	450	332	(2)	1,199
Non-operating impairments of investments (net) <sup>1</sup>	(1,009)	(173)	(5)	(283)	-	(1,470)
Subtotal	(964)	(88)	444	(40)	(1)	(649)
Non-operating change in reserves for insurance and investment contracts (net) <sup>1</sup>	-	(167)	-	-	-	(167)
Interest expenses from external debt	-	-	-	(561)	-	(561)
Non-operating acquisition and administrative expenses (net) <sup>2</sup>	(25)	(9)	(1,858)	(30)	-	(1,923)
Non-operating amortization of intangible assets	(221)	(83)	(17)	(15)	3	(333)
Non-operating restructuring and integration expenses	(525)	(91)	(189)	(77)	-	(882)
Reclassifications	-	-	-	-	-	-
Non-operating items	(1,735)	(438)	(1,621)	(723)	2	(4,515)
Income (loss) before income taxes	4,454	4,844	1,578	(1,235)	8	9,649
Income taxes	(1,220)	(1,078)	(643)	474	-	(2,467)
<b>Net income (loss)</b>	<b>3,234</b>	<b>3,766</b>	<b>935</b>	<b>(762)</b>	<b>8</b>	<b>7,182</b>
<b>Net income (loss) attributable to:</b>						
Non-controlling interests	107	147	180	10	(1)	444
Shareholders	3,127	3,619	755	(772)	9	6,738
2021						
<b>Operating profit (loss)</b>	<b>5,710</b>	<b>5,011</b>	<b>3,489</b>	<b>(772)</b>	<b>(38)</b>	<b>13,400</b>
<b>Non-operating investment result</b>						
Non-operating income from financial assets and liabilities carried at fair value through income (net) <sup>1</sup>	(103)	233	6	(15)	2	122
Non-operating realized gains/losses (net) <sup>1</sup>	725	644	95	350	16	1,829
Non-operating impairments of investments (net) <sup>1</sup>	(174)	(54)	-	(92)	-	(320)
Subtotal	448	822	100	243	18	1,631
Non-operating change in reserves for insurance and investment contracts (net) <sup>1</sup>	-	50	-	-	-	50
Interest expenses from external debt	-	-	-	(616)	-	(616)
Non-operating acquisition and administrative expenses (net) <sup>2</sup>	(83)	(264)	(3,701)	24	-	(4,024)
Non-operating amortization of intangible assets	(213)	(40)	(15)	(19)	-	(287)
Non-operating restructuring and integration expenses	(424)	(66)	(48)	(89)	-	(626)
Reclassifications	-	(9)	-	-	-	(9)
Non-operating items	(272)	493	(3,663)	(457)	18	(3,880)
Income (loss) before income taxes	5,438	5,504	(174)	(1,228)	(20)	9,520
Income taxes	(1,325)	(1,334)	(17)	264	(3)	(2,415)
<b>Net income (loss)</b>	<b>4,113</b>	<b>4,170</b>	<b>(191)</b>	<b>(964)</b>	<b>(23)</b>	<b>7,105</b>
<b>Net income (loss) attributable to:</b>						
Non-controlling interests	113	206	159	16	-	495
Shareholders	4,000	3,964	(350)	(981)	(23)	6,610

1\_In investment terminology the term "net" is used when the relevant expenses have already been deducted.

2\_Include, if applicable, acquisition-related expenses, income taxes related incidental benefits/expenses, litigation expenses, and one-time effects from significant reinsurance transactions with disposal character.



## RETURN ON EQUITY (ROE)

### Reconciliation of return on equity for Allianz Group

€ mn

Twelve months ended 31 December	2022	2021
Net income attributable to shareholders (unaudited)	6,619	6,560
Shareholders' equity bop (unaudited)	75,253	78,563
Shareholders' equity eop (unaudited)	46,631	75,253
Unrealized gains/losses on bonds (unaudited) net of shadow accounting bop	11,285	19,257
Unrealized gains/losses on bonds (unaudited) net of shadow accounting eop	(18,345)	11,285
<b>Return on equity (excluding undated subordinated bonds classified as shareholders' equity and excluding unrealized gains/losses on bonds net of shadow accounting) in % (unaudited)</b>	<b>10.3</b>	<b>10.6</b>

## COMBINED RATIO (CR)

### Reconciliation of combined ratio

€ mn

Twelve months ended 31 December	2022	2021
Claims and insurance benefits incurred (net)	(39,731)	(35,565)
Acquisition and administrative expenses (net)	(15,761)	(14,186)
Premiums earned (net)	58,878	53,054
<b>Combined ratio in % (unaudited)</b>	<b>94.2</b>	<b>93.8</b>
Loss ratio in % (unaudited)	67.5	67.0
Expense ratio in % (unaudited)	26.8	26.7

## NEW BUSINESS MARGIN (NBM)

There is no comparable IFRS financial measure. Therefore, a reconciliation is not possible. However, our calculation of NBM is consistent with the accounting policies we apply in our Consolidated Financial Statements prepared in accordance with IFRS.

## COST-INCOME RATIO (CIR)

### Reconciliation of cost-income ratio

€ mn

Twelve months ended 31 December	2022	2021
Operating expenses	(5,035)	(4,906)
Operating revenues	8,234	8,396
<b>Cost-income ratio in % (unaudited)</b>	<b>61.2</b>	<b>58.4</b>

## RECONCILIATIONS AS OF AND FOR THE NINE MONTHS ENDED 30 SEPTEMBER 2023 AND 2022 (IFRS 9/17, UNAUDITED)

The financial results are based on the new IFRS 9 (Financial Instruments) and IFRS 17 (Insurance Contracts) accounting standards, which have been adopted as of 1 January 2023. Comparative periods have been adjusted to reflect the application of these new accounting standards.

### TOTAL BUSINESS VOLUME

#### Composition of total business volume

€ mn

Nine months ended 30 September	2023	2022
PROPERTY-CASUALTY		
<b>Total business volume</b>	<b>58,929</b>	<b>54,213</b>
consisting of:		
Gross premiums written	57,078	52,444
Fee and commission income	1,851	1,769
LIFE/HEALTH		
<b>Statutory gross premiums</b>	<b>57,905</b>	<b>56,786</b>
ASSET MANAGEMENT		
<b>Operating revenues</b>	<b>5,776</b>	<b>6,137</b>
consisting of:		
Net fee and commission income	5,684	6,119
Net investment result	67	10
Other income and expenses	24	8
CONSOLIDATION	(505)	(543)
<b>Allianz Group total business volume</b>	<b>122,106</b>	<b>116,593</b>

## OPERATING PROFIT (OP)

### Business segment information – reconciliation of operating profit (loss) to net income (loss)

€ mn

Nine months ended 30 September	Property-Casualty	Life/Health	Asset Management	Corporate and Other	Consolidation	Group
2023						
<b>Operating profit (loss)</b>	<b>5,301</b>	<b>3,830</b>	<b>2,214</b>	<b>(358)</b>	<b>(6)</b>	<b>10,981</b>
Non-operating investment result						
Non-operating investment income (net) <sup>1</sup>						
Realized gains/losses (net) <sup>1</sup>	(139)	(124)	1	(30)	2	(290)
Expected credit loss allowance	(8)	(4)	-	(11)	-	(22)
Income from derivatives (net)	(95)	51	-	(176)	(2)	(223)
Impairments of investments (net) <sup>1</sup>	(68)	(16)	(2)	(36)	-	(122)
Valuation result from investments and other assets and financial liabilities measured at fair value through profit and loss	(91)	(11)	7	(227)	5	(317)
Reclassifications	12	(94)	-	-	-	(82)
Interest expenses from external debt	-	-	-	(456)	-	(456)
<b>Subtotal</b>	<b>(388)</b>	<b>(199)</b>	<b>7</b>	<b>(937)</b>	<b>5</b>	<b>(1,512)</b>
Non-operating other result						
Amortization of intangible assets	(145)	(51)	(11)	(15)	-	(221)
Restructuring and integration expenses	(176)	(35)	(4)	(13)	-	(229)
Acquisition and administrative expenses <sup>2</sup>	15	(19)	(7)	(14)	-	(24)
Income and expenses from hyperinflation accounting	(189)	(71)	-	-	-	(260)
Reclassifications	11	(7)	-	-	-	4
<b>Subtotal</b>	<b>(484)</b>	<b>(182)</b>	<b>(22)</b>	<b>(42)</b>	<b>-</b>	<b>(730)</b>
<b>Income (loss) before income taxes</b>	<b>4,429</b>	<b>3,448</b>	<b>2,199</b>	<b>(1,337)</b>	<b>(1)</b>	<b>8,739</b>
Income taxes	(1,154)	(739)	(552)	483	(1)	(1,963)
<b>Net income (loss)</b>	<b>3,276</b>	<b>2,709</b>	<b>1,647</b>	<b>(854)</b>	<b>(2)</b>	<b>6,776</b>
<b>Net income (loss) attributable to:</b>						
Non-controlling interests	90	136	138	22	-	386
Shareholders	3,185	2,573	1,509	(876)	(1)	6,390

Nine months ended 30 September	Property-Casualty	Life/Health	Asset Management	Corporate and Other	Consolidation	Group
2022						
<b>Operating profit (loss)</b>	<b>5,243</b>	<b>3,162</b>	<b>2,392</b>	<b>(324)</b>	<b>124</b>	<b>10,598</b>
Non-operating investment result						
Non-operating investment income (net) <sup>1</sup>						
Realized gains/losses (net) <sup>1</sup>	34	142	453	149	3	782
Expected credit loss allowance	(104)	(12)	-	6	-	(111)
Income from derivatives (net)	(322)	(43)	-	211	7	(147)
Impairments of investments (net) <sup>1</sup>	(16)	(8)	(2)	(22)	-	(48)
Valuation result from investments and other assets and financial liabilities measured at fair value through profit and loss	(195)	(100)	-	(61)	(15)	(370)
Reclassifications	29	386	-	-	-	414
Interest expenses from external debt	-	-	-	(416)	-	(416)
<b>Subtotal</b>	<b>(575)</b>	<b>365</b>	<b>452</b>	<b>(132)</b>	<b>(5)</b>	<b>105</b>
Non-operating other result						
Amortization of intangible assets	(145)	(55)	(12)	(12)	-	(224)
Restructuring and integration expenses	(367)	(50)	(173)	(61)	-	(652)
Acquisition and administrative expenses <sup>2</sup>	(32)	(8)	(1,851)	(5)	-	(1,895)
Income and expenses from hyperinflation accounting <sup>3</sup>	-	-	-	-	-	-
Reclassifications	-	-	-	-	-	-
<b>Subtotal</b>	<b>(545)</b>	<b>(112)</b>	<b>(2,036)</b>	<b>(78)</b>	<b>-</b>	<b>(2,771)</b>
<b>Income (loss) before income taxes</b>	<b>4,124</b>	<b>3,415</b>	<b>808</b>	<b>(533)</b>	<b>119</b>	<b>7,933</b>
Income taxes	(1,104)	(1,015)	(444)	336	(30)	(2,257)
<b>Net income (loss)</b>	<b>3,020</b>	<b>2,400</b>	<b>364</b>	<b>(197)</b>	<b>89</b>	<b>5,676</b>
<b>Net income (loss) attributable to:</b>						
Non-controlling interests	76	110	133	40	(1)	359
Shareholders	2,944	2,290	231	(237)	90	5,317

1\_In investment terminology the term "net" is used when the relevant expenses have already been deducted.

2\_Include, if applicable, acquisition-related expenses, income taxes related incidental benefits/expenses, litigation expenses, and one-time effects from significant reinsurance transactions with disposal character.

3\_Until 2022, the effects from the application of hyperinflation accounting were included in non-operating investment income (net).

## SHAREHOLDERS' CORE NET INCOME

### Business segment information – reconciliation of income (loss) before income taxes to shareholders' core net income (loss)

€ mn

Nine months ended 30 September	Property-Casualty	Life/Health	Asset Management	Corporate and Other	Consolidation	Group
2023						
<b>Income (loss) before income taxes</b>	<b>4,429</b>	<b>3,448</b>	<b>2,199</b>	<b>(1,337)</b>	<b>(1)</b>	<b>8,739</b>
Adjustment for non-operating market movements <sup>1</sup>	127	(28)	(7)	323	(3)	412
Adjustment for amortization of intangible assets from business combinations	61	8	1	8	-	79
Core income (loss) before income taxes	4,617	3,428	2,194	(1,005)	(4)	9,230
Income taxes related to core income (loss)	(1,165)	(736)	(550)	391	(1)	(2,060)
<b>Core net income (loss)</b>	<b>3,452</b>	<b>2,692</b>	<b>1,644</b>	<b>(614)</b>	<b>(5)</b>	<b>7,170</b>
<b>thereof: Shareholders' core net income (loss)</b>	<b>3,357</b>	<b>2,562</b>	<b>1,505</b>	<b>(671)</b>	<b>(4)</b>	<b>6,750</b>

Nine months ended 30 September	Property-Casualty	Life/Health	Asset Management	Corporate and Other	Consolidation	Group
2022						
<b>Income (loss) before income taxes</b>	<b>4,124</b>	<b>3,415</b>	<b>808</b>	<b>(533)</b>	<b>119</b>	<b>7,933</b>
Adjustment for non-operating market movements <sup>1</sup>	218	74	-	(188)	(12)	91
Adjustment for amortization of intangible assets from business combinations	62	8	3	6	-	78
Core income (loss) before income taxes	4,404	3,496	811	(716)	108	8,102
Income taxes related to core income (loss)	(1,221)	(1,031)	(444)	385	(30)	(2,341)
<b>Core net income (loss)</b>	<b>3,182</b>	<b>2,466</b>	<b>367</b>	<b>(331)</b>	<b>77</b>	<b>5,761</b>
<b>thereof: Shareholders' core net income (loss)</b>	<b>3,085</b>	<b>2,356</b>	<b>233</b>	<b>(375)</b>	<b>78</b>	<b>5,378</b>

<sup>1</sup> Includes, if applicable, valuation result from investments measured at fair value through profit and loss, and income from derivatives (net).

## CORE EARNINGS PER SHARE (CORE EPS)

### Reconciliation of core earnings per share

€ mn

Nine months ended 30 September	2023	2022
Shareholders' core net income – basic	6,608	5,259
Effect of potentially dilutive shares	(3)	(65)
<b>Shareholders' core net income – diluted</b>	<b>6,605</b>	<b>5,194</b>
Weighted-average number of shares outstanding – basic	397,654,237	405,572,081
Potentially dilutive shares	253,135	1,421,007
<b>Weighted-average number of shares outstanding – diluted</b>	<b>397,907,372</b>	<b>406,993,088</b>
<b>Core earnings per share (€) – basic</b>	<b>16.62</b>	<b>12.97</b>
<b>Core earnings per share (€) – diluted</b>	<b>16.60</b>	<b>12.76</b>

## CORE RETURN ON EQUITY (CORE ROE)

### Reconciliation of core return on equity for the Allianz Group

€ mn

Nine months ended 30 September	2023	2022
Shareholders' core net income	6,608	5,259
Shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI bop	55,208	52,820
Shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI eop	56,084	56,448
<b>Core return on equity in %</b>	<b>11.9</b>	<b>9.6</b>

### Reconciliation of total equity to shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI for the Allianz Group

€ mn

Nine months ended 30 September	2023 eop	2023 bop	2022 eop	2022 bop
<b>Total equity</b>	<b>60,689</b>	<b>58,735</b>	<b>58,440</b>	<b>65,392</b>
Non-controlling interests	4,600	4,320	4,325	4,235
Unrealized gains and losses from insurance contracts <sup>1</sup>	59,816	54,854	55,846	(46,554)
Other unrealized gains and losses (including expected credit loss) <sup>1</sup>	(64,673)	(60,490)	(63,232)	50,192
Undated subordinated bonds classified as shareholders' equity	4,862	4,843	5,052	4,699
<b>Shareholders' equity excluding undated subordinated bonds classified as shareholders' equity and shareholders' net OCI</b>	<b>56,084</b>	<b>55,208</b>	<b>56,448</b>	<b>52,820</b>

1. Attributable to shareholders.

## OPERATING INSURANCE SERVICE RESULT

### Reconciliation of operating insurance service result

€ mn

Nine months ended 30 September	2023	2022
<b>Operating insurance service result</b>	<b>3,316</b>	<b>3,350</b>
Non-attributable expenses	1,681	1,425
Adjustments for experience variances at claims and expenses	5	8
<b>Insurance service result as defined by IFRS 17</b>	<b>5,002</b>	<b>4,782</b>

## COMBINED RATIO (CR)

### Reconciliation of combined ratio

€ mn

Nine months ended 30 September	2023	2022
Claims and benefits including reinsurance result	(34,831)	(32,331)
Acquisition and administrative expenses	(12,673)	(11,773)
Insurance revenue	50,826	47,462
<b>Combined ratio in %</b>	<b>93.5</b>	<b>92.9</b>
Loss ratio in %	68.5	68.1
Expense ratio in %	24.9	24.8

## NEW BUSINESS MARGIN (NBM)

There is no comparable IFRS financial measure. Therefore, a reconciliation is not possible. However, our calculation of NBM is consistent with the accounting policies we apply in our Consolidated Financial Statements prepared in accordance with IFRS.

## COST-INCOME RATIO (CIR)

### Reconciliation of cost-income ratio

€ mn

Nine months ended 30 September	2023	2022
Operating expenses	(3,562)	(3,744)
Operating revenues	5,776	6,137
<b>Cost-income ratio in %</b>	<b>61.7</b>	<b>61.0</b>

# TAXATION WARNING

The tax legislation of the state of residence of a prospective purchaser of Notes and the Issuer's country of incorporation may have an impact on the income received from the Notes.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of the Notes.



# SUBSCRIPTION AND SALE

## General

Pursuant to a subscription agreement dated 8 January 2024 (the “**Subscription Agreement**”) among the Issuer and the Managers, the Issuer has agreed to sell to the Managers, and the Managers have agreed, subject to certain customary closing conditions, to purchase, the Notes on 10 January 2024. The Issuer has furthermore agreed to pay certain commissions to the Managers and to reimburse the Managers for certain expenses incurred in connection with the issue of the Notes. Commissions may be payable by the Managers to certain third party intermediaries in connection with the initial sale and distribution of the Notes.

The Subscription Agreement provides that the Managers under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

The Managers or their respective affiliates, including parent companies, engage, and may in the future engage, in investment banking, commercial banking (including the provision of loan facilities) and other related transactions with the Issuer and its affiliates and may perform services for them, for which the Managers or their affiliates have received or will receive customary fees and commissions, in each case in the ordinary course of business. Certain of the Managers and their affiliates may have positions, deal or make markets in the Notes, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Managers or their affiliates that have a lending relationship with the Issuer (including in respect of the amounts to be repaid from the net proceeds of the issue of the Notes) routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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

## Selling restrictions

### GENERAL

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

Each Manager has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material relating to them.

### PROHIBITION OF SALES TO EEA RETAIL INVESTORS

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

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

## UNITED STATES OF AMERICA AND ITS TERRITORIES

The Notes have not been registered under the Securities Act or any state securities laws and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Notes offered hereby are being offered and sold only to persons outside the United States that are not, and are not acting for the account or benefit of, “U.S. persons” in offshore transactions (as defined in Regulation S) pursuant to Regulation S. Each Manager has represented and agreed that except as permitted by the Subscription Agreement, it has not offered, sold or delivered and will not offer, sell or deliver any Notes (i) as part of their distribution and any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the issue date, within the United States or to, for the account or benefit of, U.S. persons, and will have sent to each Manager to which it sells the Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of the Notes within the United States by any Manager (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

## UNITED KINGDOM

### *Prohibition of Sales to UK Retail Investors*

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

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

### *Other regulatory restrictions*

Each Manager has represented, warranted and agreed that:

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

## REPUBLIC OF ITALY

Without prejudice to the section “PROHIBITION OF SALES TO EEA RETAIL INVESTORS” above, any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in Italy must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree of February 24, 1998, No. 58, as amended (the “**Italian Financial Act**”), Legislative Decree No. 385 of September 1, 1993, as amended (the “**Italian Banking Act**”), CONSOB regulation No. 20307 of 15 February 2018, as amended (“**Regulation No. 20307**”) and any other applicable laws or regulations; and
- (ii) in compliance with any securities, tax, exchange control and any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time, inter alia, by *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) or the Bank of Italy or other competent authority, including without limitation Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended.

## HONG KONG

Each of the Managers has severally represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**SFO**”) and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**Companies Ordinance**”) or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and

- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, any advertisement, invitation or document relating to the Notes, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are or are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

## **JAPAN**

Each of the Managers has severally represented and agreed that the Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended); it will not offer or sell, directly or indirectly, any of the Notes in Japan or to, or for the account or benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to, or for the account or benefit of, any resident for reoffering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any resident of Japan except (i) pursuant to an exemption from the registration requirements of, or otherwise in compliance with, the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and (ii) in compliance with the other relevant laws and regulations of Japan.

## **SINGAPORE**

Each of the Managers has severally represented and agreed that this Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the “MAS”). Accordingly, each of the Managers has severally represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA; or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

## **SWITZERLAND**

The offering of the Notes in Switzerland is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act (“FinSA”) because such offering is made to professional clients within the meaning of the FinSA only and the Notes will not be admitted to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the offering of the Notes.

## **CANADA**

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

# GENERAL INFORMATION

1. Interest of natural and legal persons involved in the issue/offer: Certain of the Managers and their affiliates may be customers of, borrowers from or creditors of the Issuer and/or its affiliates. In addition, the Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and/or its affiliates in the ordinary course of business.
2. Use and net amount of proceeds: The net amount of the proceeds is EUR 999,030,000 and will be used for general corporate purposes including the refinancing of existing debt, including any refinancing in the context of the tender offer for the outstanding EUR 1,500,000,000 Undated Subordinated Resettable Fixed Rate Notes, ISIN: DE000A13R7Z7.
3. Documents available for inspection: For so long as Notes are outstanding, electronic versions of the following documents are available on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)):
  - (i) the Articles of Association (*Satzung*) of Allianz SE (accessed by using the hyperlink: <https://dl.luxse.com/dlp/10569ee49a44494fec832906065fa13802>); and
  - (ii) the documents specified in the section "*Documents Incorporated by Reference*" below (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

The Prospectus and any supplement to this Prospectus will be available in electronic form on the website of the Luxembourg Stock Exchange ("[www.luxse.com](http://www.luxse.com)"). The information on any website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.
4. Authorizations: The issue of Notes under the Programme by Allianz SE was authorized by resolutions of the Board of Management of Allianz SE passed on 19 December 2023.
5. Clearing System: Notes have been accepted for clearance through Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**Clearstream Frankfurt**").
6. The Notes have the following securities codes:
 

International Security Identification Number ('ISIN'):	DE000A3823H4
Common Code:	274601795
German Securities Code ('WKN'):	A3823H
7. Expenses of the admission to trading: The total expenses related to the admission to trading of the Notes are expected to amount to approximately EUR 18,000.
8. Listing and admission to trading: Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the Official List and to be admitted to trading on the Luxembourg Stock Exchange's regulated market. The admission to trading of the Notes is expected on 10 January 2024.
9. Yield: For the subscribers, the yield of the Notes is 4.851 per cent. *per annum*, calculated on the basis of (i) the issue price and (ii) the assumption that the Notes will be called on the First Reset Date. Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method. Notwithstanding the above mentioned assumption, there is no assurance as to whether or not the Notes will be actually called on the First Reset Date. Therefore, the yield realized by subscribers may be significantly lower.
10. Rating of the Notes: The Notes are expected to be rated "A1" from Moody's and "A+" from S&P.

Moody's defines "A1(hyb)" as follows:

Obligations rated "A" are judged to be upper-medium grade and are subject to low credit risk. Moody's uses nine rating symbols ("Aaa", "Aa", "A", "Baa", "Ba", "B", "Caa", "Ca" and "C"). The symbols range from "Aaa", used to designate least credit risk, to "C", denoting greatest credit risk. In addition Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from "Aa" through "Caa". The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. The hybrid indicator (hyb) is appended to all long-term ratings of hybrid securities issued by banks, insurers, finance companies, and securities firms. By their terms, hybrid securities allow for the omission of scheduled dividends, interest, or principal payments, which can potentially result in impairment if such an omission occurs. Hybrid securities may also be subject to contractually allowable write-downs of principal that could result in impairment. Together with the hybrid indicator, the long-term obligation rating assigned to a hybrid security is an expression of the relative credit risk associated with that security.

S&P defines "A+" as follows:

An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong. S&P rating scale for issue credit rating consists of the following categories: "AAA", "AA", "A", "BBB", "BB", "B", "CCC", "CC", "C", "D" (in descending order). The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Where an issue of Notes is rated a security rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Any negative change in the credit rating of the Issuer could adversely affect the trading price of the Notes. Investors should consider each rating individually and obtain additional and more detailed understanding of the significance of the respective credit rating information provided by the respective rating agency.

Credit ratings included or referred to in this Prospectus have been issued by A.M. Best (EU) Rating Services B.V. ("**A.M. Best**"), S&P Global Ratings Europe Limited ("**S&P**") and Moody's Deutschland GmbH ("**Moody's**"), each of which is established in the European Union, is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, and is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>.

# DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the specified pages of the following documents which have been previously published or are published simultaneously with this Prospectus and which have been approved by the CSSF or filed with it and these specified pages shall be deemed to be incorporated in by reference, and form part of, this Prospectus:

(i)	Extracted from: Allianz Group – Interim Report 2023 First Half-Year	
	Consolidated Balance Sheet	page 19
	Consolidated Income Statement	page 20
	Consolidated Statement of Comprehensive Income	page 21
	Consolidated Statement of Changes in Equity	page 22
	Consolidated Statement of Cash Flows	pages 23
	Notes to the Condensed Consolidated Interim Financial Statements	pages 24 - 88
(ii)	Review Report	page 91
	Extracted from: Allianz Group – Annual Report 2022	
	Consolidated Balance Sheet	page 124
	Consolidated Income Statement	page 125
	Consolidated Statement of Comprehensive Income	page 126
	Consolidated Statement of Changes in Equity	page 127
	Consolidated Statement of Cash Flows	pages 128 - 130
	Notes to the Consolidated Financial Statements	pages 131 - 203
	General Information	pages 131 - 152
	Notes to the Consolidated Balance Sheet	pages 153 - 170
	Notes to the Consolidated Income Statement	pages 171 - 175
	Other Information	pages 176 - 192
	List of participations of the Allianz Group as of 31 December 2022 according to § 313(2) HGB	pages 193 - 203
(iii)	Independent Auditor's Report	pages 207 - 213
	Extracted from: Allianz Group – Annual Report 2021	
	Consolidated Balance Sheet	page 118
	Consolidated Income Statement	page 119
	Consolidated Statement of Comprehensive Income	page 120
	Consolidated Statement of Changes in Equity	page 121
	Consolidated Statement of Cash Flows	pages 122 - 124
	Notes to the Consolidated Financial Statements	pages 125 - 193
	General Information	pages 125 - 144
	Notes to the Consolidated Balance Sheet	pages 145 - 160
	Notes to the Consolidated Income Statement	pages 161 - 165
	Other Information	pages 166 - 182

	List of participations of the Allianz Group as of 31 December 2021 according to § 313(2) HGB	pages 183 - 193
	Independent Auditor's Report	pages 197 - 203
(iv)	Extracted from: Allianz SE – Annual Report 2022	
	Balance Sheet	pages 70 - 71
	Income Statement	page 72
	Notes to the Financial Statements	pages 73 - 100
	List of participations of Allianz SE, Munich as of December 31, 2022 according to § 285 No. 11 and 11b HGB in conjunction with § 286 (3) No. 1 HGB	pages 93 - 100
	Independent Auditor's Report	pages 103 - 108
(v)	Extracted from: Allianz SE – Annual Report 2021	
	Balance Sheet	pages 66 - 67
	Income Statement	page 68
	Notes to the Financial Statements	pages 69 - 95
	List of participations of Allianz SE, Munich as of December 31, 2021 according to § 285 No. 11 and 11b HGB in conjunction with § 286 (3) No. 1 HGB	pages 88 - 95
	Independent Auditor's Report	pages 99 - 102
(vi)	Extracted from: Allianz SE, Allianz Finance II B.V. and Allianz Finance III B.V. – Base Prospectus dated 19 May 2022	
	Alternative Performance Measures – Definitions	pages 150 - 154

All of these pages shall be deemed to be incorporated by reference into, and to form part of, this Prospectus. The non-incorporated parts of such documents, i.e. the pages not listed in the tables above, are either not relevant for the investor or covered elsewhere in the Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer and the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

Electronic versions of the documents incorporated by reference are also available on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and can be accessed by using the following hyperlinks:

1. Allianz Group – Interim Report 2023 First Half-Year:  
<https://dl.luxse.com/dlp/103cd0d7c824a74f448649eef68c1b0a08>
2. Allianz Group – Annual Report 2022:  
<https://dl.bourse.lu/dlp/10107f611c6431416594754f57c5946b0d>
3. Allianz Group – Annual Report 2021:  
<https://dl.bourse.lu/dlp/10459fcadcadd94ea892efdb759b839bd5>
4. Allianz SE – Annual Report 2022:  
<https://dl.bourse.lu/dlp/10a19f420cdf0a4fc187d56afeba83b3fb>
5. Allianz SE – Annual Report 2021:  
<https://dl.bourse.lu/dlp/10fe3606f231f248b59d811c29af10cb3d>
6. Allianz SE, Allianz Finance II B.V. and Allianz Finance III B.V. – Base Prospectus 2022:  
<https://dl.bourse.lu/dlp/108130c9d8c6f44d969a73e79c32baea55>

*Registered Offices of the Issuer*

**Allianz SE**  
Königinstrasse 28  
D-80802 Munich  
Federal Republic of Germany

*Fiscal Agent and Paying Agent*

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

*Joint Lead Managers*

**BofA Securities Europe SA**  
51, rue La Boétie  
75008 Paris  
France

**Citigroup Global Markets Europe AG**  
Reuterweg 16  
60323 Frankfurt am Main  
Federal Republic of Germany

**Commerzbank Aktiengesellschaft**  
Kaiserstraße 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Federal Republic of Germany

**Crédit Agricole Corporate and Investment Bank**  
12, place des Etats-Unis  
CS 70052  
92547 Montrouge Cedex  
France

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

*Co-Lead Managers*

**Bayerische Landesbank**  
Brienner Strasse 18  
80333 Munich  
Federal Republic of Germany

**BNP Paribas**  
16, boulevard des Italiens  
75009 Paris  
France

**HSBC Continental Europe**  
38, avenue Kléber  
75116 Paris  
France

**Landesbank Hessen-Thüringen Girozentrale**  
MAIN TOWER  
Neue Mainzer Strasse 52 – 58  
60311 Frankfurt am Main  
Federal Republic of Germany

**Standard Chartered Bank AG**  
Taunusanlage 16  
60325 Frankfurt am Main  
Federal Republic of Germany

**UniCredit Bank GmbH**  
Arabellastrasse 12  
81925 Munich  
Federal Republic of Germany

*Independent Auditors to Allianz SE*

**PricewaterhouseCoopers GmbH  
Wirtschaftsprüfungsgesellschaft**  
Bernhard-Wicki-Straße 8  
D-80636 Munich  
Federal Republic of Germany



*Legal Advisers to the Managers as to German law*

**Linklaters LLP**  
Taunusanlage 8  
D-60329 Frankfurt am Main  
Federal Republic of Germany