

This document constitutes two base prospectuses of Raiffeisen Bank International AG: (i) the base prospectus in respect of non-equity securities within the meaning of Art. 22 No. 6 (4) of the Commission Regulation (EC) No 809/2004 of 29 April 2004 (the "Commission Regulation") and (ii) the base prospectus in respect of Covered Bank Bonds (together, the "Base Prospectus" or the "Prospectus").

## Base Prospectus



### RAIFFEISEN BANK INTERNATIONAL AG EUR 25,000,000,000 Debt Issuance Programme for the issue of Notes (as defined herein)

Under the EUR 25,000,000,000 Debt Issuance Programme described in this Base Prospectus (the "**Programme**"), Raiffeisen Bank International AG may from time to time issue notes in bearer form (the "**Bearer Notes**") and Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*) in bearer form ("**Covered Bank Bonds**") and together with the Bearer Notes, the "**Notes**"). The aggregate principal amount of Notes (issued under the Programme) outstanding will not at any time exceed EUR 25,000,000,000 (or the equivalent in other currencies).

This Prospectus constitutes a prospectus as defined in Article 5.4 of Directive 2003/71/EC (the "**Prospectus Directive**"). Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange, to admit Notes to trading on the Regulated Market of the Luxembourg Stock Exchange and application may be made to admit Notes on the Second Regulated Market ("*Geregelter Freiverkehr*") of the Vienna Stock Exchange or on any other stock exchange. The Regulated Market of the Luxembourg Stock Exchange and the Second Regulated Market ("*Geregelter Freiverkehr*") of the Vienna Stock Exchange are regulated markets for the purposes of the Markets in Financial Instruments Directive 2004/39/EEC (a "**Regulated Market**").

The Issuer has requested the Commission de Surveillance du Secteur Financier (the "**CSSF**") in its capacity as competent authority under the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements the Prospectus Directive into Luxembourg law to provide the competent authority in the Federal Republic of Germany ("**Germany**") and in the Republic of Austria ("**Austria**") with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the *Loi relative aux prospectus pour valeurs mobilières* ("**Notification**"). The Issuer may request the CSSF to provide competent authorities in additional Member States within the European Economic Area with a Notification.

Notes will be issued in tranches (each a "**Tranche**"), each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and form a single series and are identical in all respects, but may have different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Notes. Further Notes may be issued as part of an existing Series. The specific terms of each Tranche will be determined at the time of offering of such Tranche based on then prevailing market conditions and will be set forth in the applicable final terms (the "**Final Terms**") (the form of which is contained herein).

*Arranger*

**Deutsche Bank**

*Dealers*

**Barclays Capital**  
**BofA Merrill Lynch**  
**Crédit Agricole CIB**  
**Deutsche Bank**  
**HSBC**  
**Morgan Stanley**  
**Raiffeisen Bank International AG**

**BNP PARIBAS**  
**Citi**  
**Credit Suisse**  
**DZ BANK AG**  
**J.P. Morgan**  
**Rabobank International**  
**UBS Investment Bank**

The date of this Base Prospectus is 19 October 2010. It is valid for a period of twelve months from its date of publication.

## RESPONSIBILITY STATEMENT

Raiffeisen Bank International AG (the "**Issuer**" or "**RBI**", formerly Raiffeisen International Bank-Holding AG – "**RI**"; and together with its consolidated subsidiaries, the "**RBI Group**") accepts responsibility for the information contained in this Prospectus. The Issuer declares, having taken all reasonable care to ensure that such is the case, that to the best of the knowledge of the Issuer the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

## IMPORTANT NOTICE

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference in accordance with Article 28 of the European Commission Regulation No. 809/2004 dated 29 April 2004, as amended from time to time (see "General Information - Documents Incorporated by Reference") and may only be used for the purposes for which it has been published.

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the dealers (the "**Dealers**") or as approval of the use of this Prospectus. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer has undertaken with the Dealers to supplement this Prospectus or publish a new Prospectus if and when the information herein should become materially inaccurate or incomplete, and has further agreed with the Dealers to furnish a supplement to the Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Prospectus has been approved and the final closing of any tranche of Notes offered to the public or, as the case may be, when trading of any tranche of Notes on a Regulated Market begins, in respect of Notes issued on the basis of this Prospectus.

The Dealers have not separately verified the information contained in this Prospectus. None of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Dealers that any recipient of the Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers.

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

## SELLING RESTRICTIONS

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restriction.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")).

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations.

For a description of certain restrictions on offers and sales of the Notes and on the distribution of this Prospectus, see "Subscription and Sale".

### **STABILISATION**

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms 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, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

### **FORWARD-LOOKING STATEMENTS**

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

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "Summary", "Risk Factors" and "Description of Raiffeisen Bank International AG". These sections include more detailed descriptions of factors that might have an impact on the Issuer'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 Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

## TABLE OF CONTENTS

	Page
Summary .....	5
German Translation of the Summary.....	18
Risk Factors .....	32
Issue Procedures and General Description of The Programme.....	52
Terms and Conditions of the Notes .....	54
Form of Final Terms.....	86
Description of Raiffeisen Bank International AG.....	104
Description of Covered Bank Bonds according to the Austrian Law on Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> ).....	137
Description of Rules Regarding Resolutions of Holders .....	139
Subscription and Sale .....	141
Taxation.....	144
General Information .....	150

## SUMMARY

*The following constitutes the summary (the "Summary") of the essential characteristics and risks associated with the Issuer and the Notes to be issued under the Programme. This Summary should be read as an introduction to this Prospectus. Any decision by an investor to invest in the Notes should be based on the consideration of this Prospectus as a whole, including the documents incorporated by reference, any supplements to the Prospectus and the relevant Final Terms. Where a claim relating to the information contained in this Prospectus, including the documents incorporated by reference, any supplements to the Prospectus and the relevant Final Terms is brought before a court, the plaintiff investor might, under the national legislation of such court, have to bear the costs of translating this Prospectus, any documents incorporated by reference, any supplements to the Prospectus and the relevant Final Terms before the legal proceedings are initiated. No civil liability attaches to the Issuer solely on the basis of the summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus.*

*The following Summary does not purport to be complete and is taken from, and qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.*

<b>Issuer</b>	Raiffeisen Bank International AG
<b>Arranger</b>	Deutsche Bank Aktiengesellschaft
<b>Dealers</b>	Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International) Crédit Agricole Corporate and Investment Bank Credit Suisse Securities (Europe) Limited Deutsche Bank Aktiengesellschaft DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main HSBC France J.P. Morgan Securities Ltd. Merrill Lynch International Morgan Stanley & Co. International plc Raiffeisen Bank International AG UBS Limited
<b>Fiscal Agent</b>	Deutsche Bank Aktiengesellschaft
<b>Austrian Fiscal Agent</b>	Raiffeisen Bank International AG or or any other entity appointed by the Issuer on its behalf for such purpose in accordance with the Agency Agreement.
<b>Luxembourg Listing Agent</b>	Deutsche Bank Luxembourg S.A.
<b>Programme Size</b>	Up to EUR 25,000,000,000 (or the equivalent in other currencies at the date of issue calculated as described in the Dealer Agreement) aggregate nominal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Dealer Agreement.
<b>Summary Regarding the Notes</b>	
<b>Notes</b>	Notes may be issued as Senior Notes, Short-Term Subordinated Notes, Subordinated Notes, Supplementary Capital Notes and Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> ) (each as defined below and together, the "Notes").
<b>Method of Issue</b>	The Notes will be issued on a syndicated or a non-syndicated basis. The Notes will be issued in series (each a "Series") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest),

the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") with the same or different issue dates. The specific terms of each Tranche, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series and will be set out in a set of final terms to this Debt Issuance Programme Prospectus.

<b>Distribution</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis. The method of distribution of each issue of Notes will be set out in the Final Terms applicable to such Notes.
<b>Specified Currencies</b>	Subject to any applicable legal or regulatory restrictions and requirements of relevant central banks, Notes may be issued in any currency as agreed between the Issuer and the relevant Dealer(s).
<b>Denominations of Notes</b>	<p>Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be EUR 1,000 and, if in any currency other than Euro, an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of the Notes.</p> <p>Notes may also be issued without a denomination ("<b>Non-par Value Notes</b>") in accordance with the rules of the Prospectus Directive.</p>
<b>Form of Notes</b>	<p>Notes may only be issued in bearer form.</p> <p>Global Notes will not be exchanged for definitive notes or collective notes.</p>
<b>Status of the Senior Notes</b>	Senior Notes will constitute unsecured and unsubordinated obligations of the Issuer and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer, except for any obligation preferred by law.
<b>Subordinated Instruments</b>	The Issuer may issue subordinated instruments in the form of short-term subordinated notes (the " <b>Short-Term Subordinated Notes</b> "), subordinated Notes (the " <b>Subordinated Notes</b> ") and supplementary capital notes (the " <b>Supplementary Capital Notes</b> " and together with the Short-Term Subordinated Notes and the Subordinated Notes the " <b>Subordinated Instruments</b> ").
<b>Status of the Short-Term Subordinated Notes</b>	Short-Term Subordinated Notes will constitute direct, unsecured, unconditional and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other Short Term Subordinated Notes of the Issuer save for such subordinated obligations which are expressly subordinated to the Subordinated Instruments. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer.
<b>Status of the Subordinated Notes</b>	Subordinated Notes will constitute direct, unsecured, unconditional and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other Subordinated Notes of the Issuer save for such subordinated obligations which are expressly subordinated to the Subordinated Instruments. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer.
<b>Status of the Supplementary Capital Notes</b>	Supplementary Capital Notes will constitute direct, unsecured, unconditional and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer.
<b>Status of the Covered Bank</b>	Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> , the " <b>Covered Bank</b>

<b>Bonds</b> ( <i>Fundierte Bankschuldverschreibungen</i> )	<b>Bonds</b> ) constitute unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other obligations of the Issuer under Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> ) in respect to their respective cover pool. They are secured or "covered" by a cover pool of assets pursuant to the Austrian Law on Covered Bank Bonds and pursuant to the Articles of Association of the Issuer.
<b>Negative Pledge</b>	None.
<b>Possible Interest Structures</b>	Notes may be interest bearing at fixed or variable rates or non-interest bearing, with principal repayable at a fixed amount or by reference to a formula as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms.
<b>Fixed Rate Notes</b>	Fixed Rate Notes bear a fixed interest income throughout the entire term of the Notes as set out in the applicable Terms and Conditions as complimented by the relevant Final Terms, if any.
<b>Floating Rate Notes</b>	<p>Floating Rate Notes will bear interest at a rate determined (and as adjusted for any applicable margin):</p> <ul style="list-style-type: none"> <li>- on the basis of a reference rate (for instance Euro Interbank Offered Rate (EURIBOR)) appearing on the agreed screen page of a commercial quotation service, or</li> <li>- on such basis as indicated in the applicable Final Terms.</li> </ul> <p>The margin (if any) relating to such floating rate will be indicated in the applicable Final Terms for each Series of Floating Rate Notes.</p> <p>Interest periods for Floating Rate Notes will be one, two, three, six or twelve months or such other period(s) as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms.</p>
<b>Structured Floating Rate Notes</b>	A Floating Rate Note may include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features.
<b>Inverse/Reverse Floating Rate Notes</b>	Inverse/Reverse Floating Rate Notes have an interest rate which is determined as the difference between a fixed interest rate and a floating rate reference rate such as EURIBOR or the London Interbank Offered Rate (LIBOR).
<b>Fixed to Floating Rate Notes</b>	Elements of Fixed Rate Notes may be combined with those of Floating Rate Notes; Fixed to Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate.
<b>Step-Up and Step-Down Notes</b>	Interest rates on Step-Up Notes increase over the years, interest rates on Step-Down Notes decrease over the years. The dates on which interest increases or decreases, respectively, and the interest rates are predetermined. There are also combinations of Step-Up and Step-Down Notes, whereby the predetermined interest rate may increase or decrease from one year to another.
<b>Zero Coupon Notes</b>	Zero Coupon Notes will be offered and sold either at a discount to their principal amount or on an accumulated interest basis, in each case without periodic payments of interest.
<b>Dual/Multi Currency Notes</b>	Dual/Multi Currency Notes are Notes, whose payment of principal and/or payment of interest can take place in different currencies. Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree as indicated in the applicable Final Terms.
<b>Instalment Notes</b>	Instalment Notes are Notes, whose payment of principal is made in instalments. Each Instalment will be made as the Issuer and the relevant Dealer(s) may agree as indicated in the applicable Final Terms.
<b>Index Linked Notes</b>	Index Linked Notes may be issued as Index Linked Interest Notes or Index Linked

Redemption Notes or a combination of both.

*Index Linked Interest Notes*

Payments of interest in respect of Index Linked Interest Notes will be made by reference to a single index or a basket of indices or other factors (including changes in the price of securities and commodities or movements in exchange rates) and/or such formula as may be specified by the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

*Index Linked Redemption Notes*

Payments of principal in respect of Index Linked Redemption Notes will be calculated by reference to a single index or a basket of indices or other factors (including changes in the price of securities and commodities or movements in exchange rates) and/or such formula as may be specified by the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms). Index Linked Redemption Notes will be redeemed by payment of the redemption amount specified in or as determined pursuant to provisions in the applicable Final Terms.

**Equity Linked Notes**

Equity Linked Notes may be issued in the form of Equity Linked Interest Notes or Equity Linked Redemption Notes or a combination of both. No Equity Linked Notes which are linked to shares of the Issuer will be issued.

*Equity Linked Interest Notes*

Payments of interest in respect of Equity Linked Interest Notes will be calculated by reference to a single equity security or a basket of equity securities or other factors and/or such formula and on such terms as indicated in the applicable Final Terms.

*Equity Linked Redemption Notes*

Payments of principal in respect of Equity Linked Redemption Notes will be calculated by reference to a single equity security or a basket of equity securities or other factors and/or such formula and on such terms as indicated in the applicable Final Terms. Equity Linked Redemption Notes may also provide that the redemption will be by physical delivery of reference items. Equity Linked Redemption Notes will be redeemed by payment of the redemption amount specified in or as determined pursuant to the provisions of the applicable Final Terms.

**Credit Linked Notes**

Credit Linked Notes may be issued relating to one or more reference entities. Such Notes may be redeemed prior to their scheduled maturity and at less than their principal amount on the occurrence of a credit event and interest on such Notes may cease to accrue prior to the scheduled maturity of such Notes or may, due to potential principal reductions, be reduced on the occurrence of such credit event. On the occurrence of a credit event and if so indicated in the applicable Final Terms, such Notes may be redeemed by settlement in the form of physical delivery of certain assets.

**Other Interest Structures**

Floating Rate Notes and any Notes except Fixed Rate Notes may also have a maximum interest rate, a minimum interest rate or both. (Floor/Cap)

Another basis or method for determining the relevant interest rate may be applicable for the Notes which the Issuer and the relevant Dealer(s) may agree. The terms governing any such Notes will be indicated in the applicable Final Terms.

**Maturities**

Such maturities as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant regulatory authority or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

Subordinated Notes will have a minimum maturity of five years (in case of Supplemental Capital Notes: eight years; in case of Short-term Subordinated Notes: two years).



<b>Redemption</b>	<p>The applicable Final Terms will indicate either that the Notes cannot be redeemed prior to their stated maturity (except for taxation reasons, or, in the case of Unsubordinated Notes or Covered Bank Bonds only, upon the occurrence of an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Holders upon giving notice within the notice period (if any) indicated in the applicable Final Terms to the Holders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as indicated in the applicable Final Terms. Also, the Notes may be early redeemable in an event set out in the Terms and Conditions of the Notes.</p> <p>Subordinated Notes will not be subject to early redemption at the option of a Holder in the first five years (in case of Supplemental Capital Notes: eight years; in case of Short-term Subordinated Notes: two years).</p> <p>Any Notes, the proceeds of which are to be accepted by the Issuer in the United Kingdom, which must be redeemed before the first anniversary of the date of their issue, shall (a) have a redemption value of not less than GBP 100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than Sterling), and (b) provide that no part of any such Note may be transferred unless the redemption value of that part is not less than GBP 100,000 (or an equivalent amount).</p>
<b>Optional Redemption</b>	<p>The Issuer or the Holders may have the right to call or put, respectively, the Notes prior to maturity, if indicated in the applicable Final Terms. Furthermore, the Notes may be early redeemable in an event set out in the Terms and Conditions of the Notes.</p>
<b>Taxation</b>	<p>All amounts payable in respect of the Notes will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Austria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction, subject to the exceptions set out in the Terms and Conditions of the Notes.</p>
<b>Early Redemption for Reasons of Taxation</b>	<p>Early redemption for taxation reasons will be permitted, if as a result of any change in, or amendment to, the laws or regulations (including any change in, or amendment to, an official interpretation or application of such laws or regulations), the Issuer is required to pay additional amounts on the Notes all as more fully set out in the Terms and Conditions of the Notes.</p>
<b>Events of Default</b>	<p>The Senior Notes, other than Covered Bank Bonds (<i>Fundierte Bankschuldverschreibungen</i>), will provide for events of default entitling Holders to demand immediate redemption of the Notes (the "<b>Events of Default</b>").</p> <p>The Covered Bank Bonds (<i>Fundierte Bankschuldverschreibungen</i>) will provide for an Event of Default only in the case that the Issuer fails to pay principal or interest within 15 days from the relevant due date.</p> <p>The Subordinated Instruments will not provide for any event of default entitling Holders to demand immediate redemption of the Notes.</p>
<b>Cross Default</b>	<p>None.</p>
<b>Resolutions of Holders</b>	<p>In accordance with the Act on Debt Securities of 2009 (<i>Schuldverschreibungsgesetz – "SchVG"</i>) the Notes (other than Covered Bank Bonds (<i>Fundierte Bankschuldverschreibungen</i>)) may contain provisions pursuant to which Holders may agree by resolution to amend the Terms and Conditions of the Notes (with the</p>

consent of the Issuer) and to decide upon certain other matters regarding the Notes. Resolutions of Holders properly adopted, either in a meeting of Holders or by vote taken without a meeting in accordance with the Terms and Conditions of the Notes, are binding upon all Holders. Resolutions providing for material amendments to the Terms and Conditions of the Notes require a majority of not less than 75 per cent. of the votes cast. Resolutions regarding other amendments are passed by a simple majority of the votes cast, subject to a higher majority provided for in the Terms and Conditions of the Notes.

<b>Holders' Representative</b>	In accordance with the SchVG the Notes (other than Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> )) may provide that the Holders may by majority resolution appoint a representative for all Holders (the " <b>Holders' Representative</b> "). The responsibilities and functions assigned to the Holders' Representative appointed by a resolution are determined by the SchVG and by majority resolutions of the Holders. The Holders' Representative may also be designated in the Terms and Conditions. In such case, the duties, rights and functions of the Holders' Representative are determined by the relevant provisions of the Terms and Conditions of the Notes.
<b>Governing Law</b>	Notes (other than Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> )) and Subordinated Notes will be governed by German law. Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> ) will be governed by German law and as for the cover will comply with the Austrian law on Covered Bank Bonds. Subordinated Notes will be governed by German law except for conditions relating to their subordination, which will be governed by Austrian law.
<b>Place of Jurisdiction</b>	Non-exclusive place of jurisdiction for any legal proceedings arising under the Notes is, subject to certain exceptions, Frankfurt am Main, Germany.
<b>Listing and Admission to Trading</b>	Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange, to admit Notes to trading on the Regulated Market " <i>Bourse de Luxembourg</i> " and application may be made to admit Notes on the Second Regulated Market (" <i>Geregelter Freiverkehr</i> ") of the Vienna Stock Exchange or on any other stock exchange. The Programme provides that Notes may be listed on other or further stock exchanges as indicated in the applicable Final Terms. Notes may further be issued under the Programme which will not be listed on any stock exchange.
<b>Clearing System</b>	Notes will be accepted for clearing through one or more clearing systems as specified in the applicable Final Terms. These systems will include those operated by Clearstream Banking, société anonyme, Luxembourg (" <b>CBL</b> "), Euroclear Bank SA/NV (" <b>Euroclear</b> "), as operator of the Euroclear system, and Oesterreichische Kontrollbank Aktiengesellschaft (" <b>OeKB</b> ") or any other Clearing System.
<b>Ratings</b>	Notes to be issued under the Programme may be rated or unrated. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

#### **Summary Regarding Raiffeisen Bank International AG**

<b>Company name</b>	Raiffeisen Bank International AG (" <b>RBI</b> " or the " <b>Issuer</b> ")
<b>Legal form</b>	Joint stock corporation under Austrian law
<b>Business address</b>	Am Stadtpark 9, 1030 Vienna, Republic of Austria
<b>Commercial register</b>	registered with the commercial register of the Commercial Court of Vienna (Republic of Austria) under number FN 122119m
<b>Executive bodies</b>	the Management Board, the Supervisory Board
<b>Members of the Management Board</b>	Dkfm. Dr. Herbert Stepic, Chairman of the Management Board

Mag. Dr. Karl Sevelda, Deputy chairman of the Management Board  
Mag. Martin Grill, Member of the Management Board  
Dr. Johann Strobl, Member of the Management Board  
Aris Bogdaneris, M.A., Member of the Management Board  
Patrick Butler, M.A., Member of the Management Board  
Mag. Peter Lennkh, Member of the Management Board  
Mag. Heinz Wiedner, Member of the Management Board

## Corporate history

The Issuer was established in 1991 as a holding company for bundling the investments and interests of **RZB** Group in Central and Eastern Europe ("**CEE**"). It was renamed several times and has been operating under the name of Raiffeisen International Bank-Holding AG ("**RI**") since 2003.

The Initial Public Offering and listing of RI, until that time an 86 per cent. subsidiary of Raiffeisen Zentralbank Österreich AG ("**RZB**"), occurred in April 2005. After the listing and initial quotation on the Vienna Stock Exchange, RZB held as the group's parent company an equity interest of about 70 per cent. in RI.

The principal motive for the listing was to secure funding for a further expansion in CEE, a region with more than 300 million inhabitants. In September 2007 the Issuer started its secondary public offering, whereby the equity interest amount of RZB was reduced to 68,5 per cent. due to this capital increase.

In April 2010 the Management Boards of RI and RZB passed a resolution on the spin-off of major parts of RZB's banking business and subsequent merger with RI (the "**Reorganisation**"). At the time of this resolution, RZB, indirectly via two wholly-owned subsidiaries, Raiffeisen International Beteiligungs GmbH ("**RI-Bet**") and Cembra Beteiligungs AG ("**Cembra**"), held an equity interest of approx. 72.8 per cent. in RI. The remaining approx. 27.2 per cent. of the outstanding shares in RI were widely held.

On 7 July 2010 and 8 July 2010, respectively, the general meetings of the involved companies, RZB and RI, passed unanimous resolutions approving the Reorganisation.

With retroactive effect as of 31 December 2009, a major part of RZB's banking business (in particular the Austrian and international corporate customer business together with associated shareholderings) were spun off from RZB and transferred to Cembra; immediately afterwards, also with retroactive effect as of 31 December 2009, Cembra merged into RI with RI being the (absorbing entity).

On 10 October 2010, when the Reorganisation took effect (the "**Reorganisation Date**"), the Issuer changed its name to Raiffeisen Bank International AG, obtained an Austrian banking license and maintains to be listed on the Vienna Stock Exchange.

## Statutory purpose of the company

Statutory purpose of the Issuer shall be to engage in banking business of any kind pursuant to § 1 para. 1 of the Austrian Banking Act (*Bankwesengesetz* – "**BWG**") and associated transactions; with the exception, however, of any investment fund business, real estate investment fund business, participation fund business, severance and retirement fund business, building savings and loan business, and the issuance of mortgage bonds and municipal bonds.

Further purposes of the Issuer are:

- a) Consulting and management services of any kind for the business enterprises in which the Issuer holds a participation or which are otherwise affiliated with the Issuer;
- b) Activities and services of any kind which are directly or indirectly connected with the banking business of the Issuer, including in particular the activities set out in § 1 paras. 2 and 3 of the Banking Act, the performance of management consulting services, including company organisation services and services in the field of automatic data processing and information technology.

In compliance with applicable law the Issuer shall be authorized to raise supplementary capital, subordinated capital and short-term subordinated capital within the meaning of § 23 paras. 7 to 8a of the BWG, as well as hybrid capital pursuant to § 24 para. 2 nos. 5 and 6 of the BWG, and to issue financial instruments that are comparable thereto.

The Issuer shall be authorized to acquire real estate, to establish branches and subsidiaries in Austria and elsewhere, and to acquire shareholdings in other companies. Moreover, the Issuer shall be entitled to engage in any and all transactions and to take all measures which are deemed necessary or expedient for the fulfillment of the Issuer's purposes, including without limitation in areas that are similar or related to such purpose.

**Business model/areas of activity/markets**

In Austria, RBI concentrates on the areas of investment and commercial banking which were transferred in the course of the Reorganisation. Its target group consists of the top 1,000 companies in Austria (the thousand largest companies in Austria in terms of their total assets) and multinational groups operating within CEE.

The network controlled by RBI in CEE comprises banks and leasing companies in the following countries: Albania, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Kazakhstan, Kosovo, Poland, Romania, Russia, Serbia, Slovenia, Slovakia and Ukraine, as well as Moldova, which is included due to its economic ties to Romania and whose operations are steered by the Group's management in Romania.

The essential prerequisite for the success of the Issuer in CEE was, and still is, its good knowledge of the banking market in the region. This knowledge originates from traditionally close ties to the region and enables a very solid positioning on the regional markets. The clients of RBI in this region are not only large companies, but also small and medium-sized enterprises (SME) as well as individual clients. The importance of this client group (SME and individuals) has increased in the recent years. The number of retail clients is meanwhile above 14.7 million. The Issuer provides the clients in CEE with a wide array of financial services which in numerous markets ranges from corporate finance and financial engineering to leasing, M&A consulting, asset management, private banking, real estate services or commercial transactions.

The pro forma financial data provided herein on a voluntary basis are unaudited and have only been drawn up for illustrative purposes. Pro forma financial data, by their nature, merely describe a hypothetical situation and consequently do not reflect the Issuer's financial situation and result of operations as of 30 June 2010, nor are they indicative of the Issuer's financial situation or result of operations in future periods.

The unaudited pro forma semi-annual financial data of the RBI Group as of 30 June 2010 drawn up in accordance with IFRS serve to illustrate to potential investors – on a simplified basis – the effects the Reorganisation would have had on the Issuer's consolidated IFRS semi-annual financial statements as of 30 June 2010 if the Reorganisation had already taken effect as of 1 January 2010.

Set forth below is a comparison of the semi-annual financial data of the RBI Group drawn up on the basis of pro forma accounts in accordance with IFRS as of 30 June 2010 to the IFRS semi-annual financial statements of the RI Group as of 30 June 2010:

*Balance sheet*

	RI Group*	Pro forma adjustment** in thousands of EUR	RBI Group (pro forma, unaudited)**
	<b>per 30.06.2010</b>		
<b>Assets</b>			
Cash reserve .....	3,607,260	494,494	4,101,755
Loans and advances to banks.....	9,216,970	25,270,869	34,487,840
Loans and advances to customers .....	52,369,642	24,127,898	76,497,540
Impairment losses on loans and advances.....	-3,684,793	-1,061,390	-4,746,183
Trading assets .....	3,764,398	6,828,712	10,593,111
Derivatives .....	265,533	1,596,839	1,862,373
Financial investments .....	9,108,777	10,908,381	20,017,159
Investment in associates .....	4,768		4,768
Intangible fixed assets .....	1,076,714	128,996	1,205,711
Tangible fixed assets .....	1,290,934	39,932	1,330,867
Other assets .....	1,094,347	1,463,112	2,557,460
<b>Total assets.....</b>	<b>78,114,554</b>	<b>69,797,849</b>	<b>147,912,404</b>
<b>Equity and liabilities</b>			
Deposits from banks.....	19,946,311	28,734,848	48,681,159
Deposits from customers .....	43,254,865	11,979,976	55,234,841
Debt securities issued .....	2,434,160	16,239,430	18,673,591
Provisions for liabilities and charges .....	366,042	194,181	560,224
Trading liabilities .....	601,956	6,502,076	7104,033
Derivates .....	561,806	1,238,551	1,800,357
Other liabilities.....	909,245	672,703	1,581,949
Subordinated capital.....	2,571,036	1,651,853	4,222,890
Consolidated equity.....	6,300,670	2,263,670	8,564,341
Consolidated profit.....	170,574	301,610	472,184
Minority interest.....	997,883	18,946	1,016,829
<b>Total equity and liabilities.....</b>	<b>78,114,554</b>	<b>69,797,849</b>	<b>147,912,404</b>

\* Source: IFRS consolidated semi-annual financial statements of RI as of 30 June 2010 (unaudited).

\*\* Source: Own calculations based on the unaudited IFRS semi-annual financial statements of the RI Group and RZB Group as of 30 June 2010, taking into account the commercial customer business spun off from RZB and merged into RBI in the context of the Reorganisation, including related equity interests (see Section "Description of Raiffeisen Bank International AG – 2. Pro Forma Financial Data" with respect to notes and basis of calculation relating to pro forma adjustments and pro forma financial data).

## Income Statement

	RI Group*	Pro forma adjustment**	RBI Group (pro forma, unaudited)**
	in thousands of EUR		
	01 Jan 2010 – 30 June 2010		
Net interest income.....	1,430,093	350,012	1,780,105
Provisioning for impairment losses .....	-559,882	-47,757	-607,639
<b>Net interest income after provisioning .....</b>	<b>870,211</b>	<b>302,255</b>	<b>1,172,466</b>
Net fee and commission income.....	598,509	116,484	714,993
Net trading income .....	93,962	98,393	192,355
Net income from derivatives and designated liabilities .....	-36,399	-95,148	-131,547
Net income from financial investments .....	14,710	37,958	52,668
Personnel expenditure .....	-566,108	-133,238	-699,347
Material expenditure.....	-507,463	-61,561	-569,024
Write-offs of tangible fixed assets/intangible fixed assets .....	-133,692	-22,770	-156,462
Other net operating income .....	-26,728	25,122	-1,606
Net income from disposal of group assets .....	-2,978	7,848	4,870
<b>Profit before tax.....</b>	<b>304,024</b>	<b>275,342</b>	<b>579,366</b>
Income taxes.....	-91,949	28,162	-63,787
<b>Profit after taxes .....</b>	<b>212,075</b>	<b>303,505</b>	<b>515,579</b>
Minority interests in profit.....	-41,500	-1,894	-43,395
<b>Consolidated profit.....</b>	<b>170,574</b>	<b>301,610</b>	<b>472,185</b>

\* Source: IFRS consolidated semi-annual financial statements of RI as of 30 June 2010 (unaudited).

\*\* Source: Own calculations based on the unaudited IFRS semi-annual financial statements of the RI Group and RZB Group as of 30 June 2010, taking into account the commercial customer business spun off from RZB and merged into RBI in the context of the Reorganisation, including related equity interests (see Section "Description of Raiffeisen Bank International AG – 2. Pro Forma Financial Data" with respect to notes and basis of calculation relating to pro forma adjustments and pro forma financial data).

**Auditor for the RZB Group and the RI Group in 2009 and 2008:** KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, 1090 Vienna, Porzellangasse 51, represented by Mag. Wilhelm Kovsca and Mag. Rainer Hassler (for 2008) or Mag. Wilhelm Kovsca and Mag. Bernhard Mechtler (for 2009).

## Summary of Risk Factors Regarding Raiffeisen Bank International AG and its market environment

- Effects and risks of the financial and economic crisis in general as well as in the overall context
- The credit risk in general – risk of partial or complete default on contractually agreed payments under the Notes
- Increased credit risk (default risk) in particular with respect to subordinated Notes
- Rating downgrading – adverse impact on the market price of the Notes
- The Issuer's profitability depends on refinancing opportunities or may be negatively affected by rating downgradings – increase in refinancing costs in the market
- Liquidity risk – inability to meet present or future payment obligations
- Additional payment obligations of the Issuer due to its membership in the RKÖ
- Industry-specific and overall economic environment – CEE-specific risks
- Acquisition and integration risk – unidentified risks and expenses may be incurred
- Still developing legal systems in the CEE region, in particular taxation systems, may have a material negative impact on the Issuer

- Risk of direct government intervention in the CEE markets such as seizures of physical and/or financial assets
- Decline in growth rates – negative impact on result of operations
- Refinancing risk (and related concentration risk for the Issuer) as a result of the withdrawal of local deposits
- Write-down of goodwill
- Country risk – and related non-payment
- Market risk/market risks relating to the financial markets
- Negative development of competitive situation
- Counterparty risk/default or migration risk
- Decline in market value of loan collateral – inadequate provision of security
- Concentration risk
- Regulatory risks
- Future development of the banking sector and related regulations, such as Basel II, Basel III, MiFiD (regulatory risks) – competition risks
- Replacement risks/frustrated costs in case of any default by contractual partners
- Investment exposure – uncertain earnings contribution
- Dependence on the availability of sufficient equity/risk provisions
- Currency risks – risk of depreciation-related losses
- Risks relating to the real estate markets – deterioration in value
- Operational risk/unforeseeable events/legal risk
- Inadequate risk management
- Dependence on complex information technology systems
- Risk of potential conflicts of interest due to various business relationships
- Risk of potential conflicts of interest on the part of members of the Issuer’s executive bodies
- Dependence on the major shareholder RZB
- Restrictions on subsidiary-related decisions due to minority interests of external shareholders
- Risks associated with certain persons – dependence on qualified executives
- Risks resulting from the Reorganisation

## Summary of Risk Factors Regarding the Notes

<b>Notes May not Be a Suitable Investment</b>	A potential investor should not invest in Notes that are complex financial Notes unless the investor has the expertise (either alone or with a financial advisor) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.
<b>Liquidity Risk</b>	There can be no assurance that any liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell its Notes at any given time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.
<b>Market Price Risk</b>	The Holder of Notes is exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes. In such event, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment.
<b>Risk of Early Redemption</b>	If the Issuer has the right to redeem the Notes prior to maturity or if the Notes are redeemed prior to maturity due to the occurrence of an event set out in the Terms and Conditions of the Notes, a Holder of such Notes is exposed to the risk that due to early redemption its investment will have a lower than expected yield. Also, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment.
<b>Fixed Rate Notes and Step-Up and Step-Down Fixed Rate Notes</b>	A Holder of Fixed Rate Notes and Step-Up and Step-Down Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate.
<b>Floating Rate Notes and Inverse/Reverse Floating Rate Notes</b>	A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance. Floating Rate Notes may include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features. In addition, Floating Rate Notes may be issued as Inverse Floating Rate Notes. The market value of such structured Floating Rate Notes tend to be more volatile than the market value of conventional Floating Rate Notes.
<b>Zero Coupon Notes</b>	A Holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing Notes with a similar maturity.
<b>Index Linked Notes</b>	If payment of interest is linked to a particular index, a Holder of an Index Linked Interest Note is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income or may even receive no interest at all which may have the effect that the yield of an Index Linked Interest Note is negative. If payment of principal is linked to a particular index, a Holder of Index Linked Redemption Notes is particularly exposed to the risk that the redemption amount is uncertain. Depending on the calculation of the redemption amount, the yield of an Index Linked Redemption Note may be negative and an investor might lose the value of its entire investment or parts of it.
<b>Structured Notes</b>	An investment in Notes, the premium and/or the interest on and/or the principal of which is determined by reference to one or more values of currencies, commodities, interest rates or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that an investor could lose all or a substantial portion of the principal of its Notes.



<b>Equity Linked Notes</b>	An investment in Equity Linked Interest or Redemption Notes may bear similar or more risks as a direct equity investment and investors should take advice accordingly. In the case of Equity Linked Redemption Notes, the investor may lose the value of its entire investment or part of it.
<b>Credit Linked Notes</b>	A Holder of a Credit Linked Note is exposed to the credit risk of the Issuer and that of one or more Reference Entities (as indicated in the applicable Final Terms). There is no guarantee that the Holders will receive the full principal amount of such Notes or any interest thereon and ultimately the obligations of the Issuer to pay principal under such Notes may even be reduced to zero.
<b>Subordinated Instruments</b>	In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, such instruments will be subordinated to the claims of all unsubordinated creditors of the Issuer so that in any such event no amounts will be payable under such obligations until the claims of all unsubordinated creditors of the Issuer will have been satisfied in full.
<b>Covered Bank Bonds (<i>Fundierte Bankschuld- verschreibungen</i>)</b>	Although statutory law on Covered Bank Bonds ( <i>Fundierte Bankschuldverschreibungen</i> ) provides that a cover pool shall secure at least the redemption amount and interest on the outstanding Covered Bank Bonds, investors may receive less than their investment.
<b>Resolutions of Holders</b>	If the Terms and Conditions provide for resolutions of Holders, either to be passed in a meeting of Holders or by vote taken without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As resolutions properly adopted are binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled.
<b>Holdings' Representative</b>	If the Terms and Conditions of the Notes provide for the appointment of a Holdings' Representative, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions of the Notes against the Issuer, such right passing to the Holdings' Representative who is then exclusively responsible to claim and enforce the rights of all Holders.

## GERMAN TRANSLATION OF THE SUMMARY

### ZUSAMMENFASSUNG

*Der folgende Abschnitt stellt die Zusammenfassung der wesentlichen Merkmale und Risiken der Emittentin und der Schuldverschreibungen, die unter dem Programm begeben werden, dar. Die Zusammenfassung ist als Einleitung zum Prospekt zu verstehen. Der Anleger sollte jede Entscheidung zur Anlage in die betreffenden Wertpapiere auf die Prüfung des gesamten Prospekts, einschließlich der durch Verweis einbezogenen Dokumente, etwaiger Nachträge zum Prospekt und der Endgültigen Bedingungen stützen. Für den Fall, dass vor einem Gericht Ansprüche aufgrund der in einem Prospekt, durch Verweis einbezogenen Dokumente, etwaigen Nachträgen zum Prospekt sowie den in den jeweiligen Endgültigen Bedingungen enthaltenen Informationen geltend gemacht werden, könnte der klagende Anleger aufgrund einzelstaatlicher Rechtsvorschriften die Kosten für eine Übersetzung des Prospekts, der durch Verweis einbezogenen Dokumente, etwaiger Nachträge zum Prospekt und der Endgültigen Bedingungen in die Gerichtssprache vor Prozessbeginn zu tragen haben. Die Emittentin kann nicht allein auf Grundlage der Zusammenfassung, einschließlich einer Übersetzung hiervon, zivilrechtlich haftbar gemacht werden, soweit sie nicht irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen dieses Basisprospekts gelesen wird.*

*Die nachstehende Zusammenfassung ist keine vollständige Darstellung, sondern gehört zum Basisprospekt und ist im Zusammenhang mit dem Basisprospekt insgesamt sowie, in Bezug auf die Anleihebedingungen einzelner Tranchen von Schuldverschreibungen, mit den anwendbaren Endgültigen Bedingungen zu lesen.*

<b>Emittentin</b>	Raiffeisen Bank International AG
<b>Arrangeur</b>	Deutsche Bank Aktiengesellschaft
<b>Platzeure</b>	Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (handelnd als Rabobank International) Crédit Agricole Corporate and Investment Bank Credit Suisse Securities (Europe) Limited Deutsche Bank Aktiengesellschaft DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main HSBC France J.P. Morgan Securities Ltd. Merrill Lynch International Morgan Stanley & Co. International plc Raiffeisen Bank International AG UBS Limited
<b>Emissionsstelle</b>	Deutsche Bank Aktiengesellschaft
<b>Österreichische Emissionsstelle</b>	Raiffeisen Bank International AG oder jede andere Person, die von der Emittentin in ihrem Auftrag zu diesem Zweck entsprechend den Bestimmungen des Agency Agreements bestellt wurde.
<b>Luxemburger Listing Agent</b>	Deutsche Bank Luxembourg S.A.
<b>Programmvolumen</b>	Das Programmvolumen wird auf einen Gesamtnennbetrag von bis zu EUR 25.000.000.000 an jeweils ausstehenden Schuldverschreibungen (oder den entsprechenden Gegenwert in anderen Währungen am Ausgabetermin, der wie im <i>Dealer Agreement</i> beschrieben berechnet wird) festgesetzt. Die Emittentin kann das Programmvolumen im Einklang mit den Bestimmungen des <i>Dealer Agreements</i> erhöhen.

## Zusammenfassung der Schuldverschreibungen

<b>Schuldverschreibungen</b>	Schuldverschreibungen können als nicht nachrangige Schuldverschreibungen, als kurzfristige nachrangige Schuldverschreibungen, nachrangige Schuldverschreibungen, Ergänzungskapital-Schuldverschreibungen und als fundierte Bankschuldverschreibungen begeben werden (jeweils wie unten definiert und zusammen die " <b>Schuldverschreibungen</b> ").
<b>Art der Begebung</b>	Schuldverschreibungen können auf syndizierter oder nichtsyndizierter Basis platziert werden. Schuldverschreibungen werden in Serien (jeweils eine " <b>Serie</b> ") begeben, die einen oder mehrere Ausgabetermine haben und ansonsten (oder, mit Ausnahme des ersten Zinszahlungstages) identisch sind, wobei beabsichtigt ist, dass die Schuldverschreibungen der jeweiligen Serie mit allen anderen Schuldverschreibungen dieser Serie untereinander austauschbar sind. Jede Serie kann in einer oder mehreren Tranche(n) (jeweils eine Tranche) mit dem gleichen oder mit verschiedenen Ausgabeterminen begeben werden. Die spezifischen Bedingungen der jeweiligen Tranche werden, mit Ausnahme des Ausgabetermins, des Ausgabepreises, des ersten Zinszahlungstages und des Nennwerts der Tranche, mit den Bedingungen anderer Tranchen der selben Serie identisch sein und in Endgültigen Bedingungen zu diesem Basisprospekt angegeben werden.
<b>Platzierung</b>	Schuldverschreibungen können im Wege einer privaten Platzierung oder eines öffentlichen Angebots und jeweils auf syndizierter oder nicht-syndizierter Basis platziert werden. Die Art der Platzierung einer jeden Emission von Schuldverschreibungen wird in den auf diese Schuldverschreibungen anwendbaren endgültigen Bedingungen (die " <b>Endgültigen Bedingungen</b> ") angegeben werden.
<b>Festgelegte Währungen</b>	Vorbehaltlich der Einhaltung aller anwendbaren gesetzlichen oder regulatorischen Beschränkungen sowie Anforderungen der betreffenden Zentralbanken können die Schuldverschreibungen in jeder Währung begeben werden, die zwischen der Emittentin und dem(n) jeweiligen Plazeur(en) vereinbart wird.
<b>Stückelungen der Schuldverschreibungen</b>	<p>Die Schuldverschreibungen werden in solchen Stückelungen begeben, die zwischen der Emittentin und dem(n) Plazeur(en) vereinbart und in den jeweiligen Endgültigen Bedingungen angegeben werden mit der Maßgabe, dass die Mindeststückelung der Schuldverschreibung EUR 1.000 betragen wird, bzw., falls die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen annähernd dem Gegenwert von EUR 1.000 entspricht.</p> <p>Schuldverschreibungen können in Einklang mit der Prospektrichtlinie auch als nennwertlose Stücke begeben (die "<b>Nennwertlosen Schuldverschreibungen</b>") werden.</p>
<b>Form der Schuldverschreibungen</b>	<p>Die Schuldverschreibungen können nur als Inhaberpapiere begeben werden.</p> <p>Globalurkunden werden nicht gegen Einzelurkunden oder Sammelglobalurkunden ausgetauscht.</p>
<b>Status der nicht nachrangigen Schuldverschreibungen</b>	Nicht nachrangige Schuldverschreibungen stellen unbesicherte nicht nachrangige Verbindlichkeiten der Emittentin dar, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind.
<b>Nachrang- Instrumente</b>	Die Emittentin kann nachrangige Instrumente als kurzfristige nachrangige Schuldverschreibungen (die " <b>Kurzfristigen Nachrangigen Schuldverschreibungen</b> "), nachrangige Schuldverschreibungen (die " <b>Nachrangigen Schuldverschreibungen</b> ") und als Ergänzungskapital-Schuldverschreibungen (die " <b>Ergänzungskapital-Schuldverschreibungen</b> " und zusammen mit den Kurzfristigen Nachrangigen Schuldverschreibungen und den Nachrangigen Schuldverschreibungen, die " <b>Nachrang-Instrumente</b> ") begeben.

<b>Status der Kurzfristigen Nachrangigen Schuldverschreibungen</b>	Kurzfristige Nachrangige Schuldverschreibungen bilden unbesicherte und nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Im Falle der Auflösung, der Liquidation, der Insolvenz oder eines Vergleichs der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin, sind diese Verbindlichkeiten nachrangig zu den Ansprüchen aller nicht nachrangigen Gläubiger der Emittentin.
<b>Status der Nachrangigen Schuldverschreibungen</b>	Nachrangige Schuldverschreibungen bilden unbesicherte und nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Im Falle der Auflösung, der Liquidation, der Insolvenz oder eines Vergleichs der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin, sind diese Verbindlichkeiten nachrangig zu den Ansprüchen aller nicht nachrangigen Gläubiger der Emittentin.
<b>Status der Ergänzungskapital-Schuldverschreibungen</b>	Ergänzungskapital-Schuldverschreibungen bilden unbesicherte und nachrangige Verbindlichkeiten der Emittentin. Im Falle der Auflösung, der Liquidation, der Insolvenz oder eines Vergleichs der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin, sind diese Verbindlichkeiten nachrangig zu den Ansprüchen aller nicht nachrangigen Gläubiger der Emittentin.
<b>Status der Fundierten Bankschuldverschreibungen</b>	Fundierte Bankschuldverschreibungen (" <b>Fundierte Bankschuldverschreibungen</b> ") begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen Verbindlichkeiten der Emittentin aus Fundierten Bankschuldverschreibungen im Bezug auf den jeweiligen Deckungsstock gleichrangig sind. Sie sind gemäß dem österreichischen Gesetz über fundierte Bankschuldverschreibungen sowie gemäß der Satzung der Emittentin durch einen Deckungsstock besichert oder "fundiert".
<b>Negativverpflichtung</b>	Keine
<b>Mögliche Zinsstrukturen</b>	Schuldverschreibungen können entweder verzinslich zu festen oder variablen Zinssätzen oder unverzinslich sein, mit Kapitalrückzahlung zu einem festen Betrag oder unter Bezugnahme auf eine Formel, wie zwischen der Emittentin und dem(n) jeweiligen Plazeur(en) vereinbart und in den anwendbaren Endgültigen Bedingungen angegeben.
<b>Festverzinsliche Schuldverschreibungen</b>	Festverzinsliche Schuldverschreibungen haben einen festen Zinsertrag über die gesamte Laufzeit der Schuldverschreibungen wie in den anwendbaren Anleihebedingungen ergänzt durch die Engdültigen Bedingungen, sofern anwendbar, vereinbart.
<b>Variabel verzinsliche Schuldverschreibungen</b>	<p>Variabel verzinsliche Schuldverschreibungen werden mit einem Zinssatz verzinst (angepasst um eine ggf. anwendbare Marge):</p> <ul style="list-style-type: none"> <li>- basierend auf einem Referenzzinssatz (z.B. Euro Interbank Offered Rate (EURIBOR)), der auf einer vereinbarten Bildschirmseite eines Kursdienstes angezeigt wird, oder</li> <li>- dessen Basis in den anwendbaren Endgültigen Bedingungen angegeben ist.</li> </ul> <p>Eine etwaige Marge bezogen auf einen solchen variablen Zinssatz wird für jede Serie von variabel verzinslichen Schuldverschreibungen in den anwendbaren Endgültigen Bedingungen angegeben.</p> <p>Die Zinsperioden für variabel verzinsliche Schuldverschreibungen umfassen einen, zwei, drei, sechs oder zwölf Monat(e) bzw. einen oder mehrere andere zwischen der Emittentin und dem(n) betreffenden Plazeur(en) vereinbarte Zeiträume, wie in den Endgültigen Bedingungen festgelegt.</p>
<b>Strukturierte Variabel verzinsliche Schuldverschreibungen</b>	Variabel verzinsliche Schuldverschreibungen können mit Multiplikatoren oder anderen Hebel Faktoren sowie mit Zinsober- und Zinsuntergrenzen oder einer Kombination dieser Merkmale oder mit ähnlichen Merkmalen ausgestattet sein.

<b>Gegenläufig variabel verzinsliche Schuldverschreibungen</b>	Gegenläufig variabel verzinsliche Schuldverschreibungen verbriefen einen Zinssatz, welcher bestimmt wird als Differenz eines festen Zinssatzes und eines variablen Zinssatzes wie EURIBOR oder der London Interbank Offered Rate (LIBOR).
<b>Fest- zu Variabel verzinsliche Schuldverschreibungen</b>	Elemente von festverzinslichen Schuldverschreibungen können mit Elementen von variabel verzinslichen Schuldverschreibungen kombiniert werden. Fest- zu Variabel verzinsliche Schuldverschreibungen werden mit einem Zinssatz verzinst, der von der Emittentin nach ihrer Wahl von einem festen zu einem variablen Zinssatz bzw. von einem variablen zu einem festen Zinssatz gewandelt werden kann.
<b>Step-Up- und Step-Down-Schuldverschreibungen</b>	Die Zinssätze von Step-Up-Schuldverschreibungen steigen im Laufe der Jahre an, während die Zinssätze bei Step-Down-Schuldverschreibungen über die Jahre sinken. Die jeweiligen Zeitpunkte, zu denen ein Anstieg bzw. ein Absenken der Zinssätze erfolgt, sowie der jeweilige Zinssatz werden vorab festgelegt. Es gibt außerdem Kombinationen aus Step-Up- und Step-Down-Schuldverschreibungen, bei denen der vorab festgelegte Zinssatz von einem zum anderen Jahr steigen oder sinken kann.
<b>Nullkupon-Schuldverschreibungen</b>	Nullkupon-Schuldverschreibungen werden mit einem Abschlag auf ihren Kapitalbetrag angeboten und verkauft oder auf Basis akkumulierter Zinsen, in jedem Fall ohne periodische Zinszahlungen.
<b>Doppelwährungs-/ Multicurrency Schuldverschreibungen</b>	Doppelwährungs-/ <i>Multicurrency</i> -Schuldverschreibungen sind Schuldverschreibungen, bei denen die Kapitalzahlung und/oder die Zinszahlung in unterschiedlichen Währungen erfolgen kann. Zahlungen (ob in Bezug auf Kapital oder Zinsen, sei es zum Rückzahlungstermin oder zu einem anderen Zeitpunkt) auf Doppelwährungs-Schuldverschreibungen erfolgen in der Währung und auf der Grundlage der Wechselkurse, die zwischen der Emittentin und dem(n) betreffenden Plazeur(en) vereinbart werden, wie in den anwendbaren Endgültigen Bedingungen angegeben.
<b>Raten-Schuldverschreibungen</b>	Raten-Schuldverschreibungen sind Schuldverschreibungen, bei denen die Kapitalzahlung in Raten erfolgt. Die Zahlung von Raten erfolgt wie zwischen der Emittentin und dem(n) betreffenden Plazeur(en) vereinbart (und in den anwendbaren Endgültigen Bedingungen angegeben).
<b>Indexierte Schuldverschreibungen</b>	Indexierte Schuldverschreibungen können in Form von Schuldverschreibungen mit indexabhängiger Verzinsung oder Schuldverschreibungen mit indexabhängiger Rückzahlung oder als Kombination dieser beiden Formen ausgegeben werden.  <i>Schuldverschreibungen mit indexabhängiger Verzinsung</i>  Zinszahlungen auf Schuldverschreibungen mit indexabhängiger Verzinsung erfolgen auf Basis eines einzelnen Indizes oder eines Korbes von Indizes oder anderer Faktoren (einschließlich Kurs- bzw. Preisänderungen von Wertpapieren und Waren oder Wechselkursbewegungen) und/oder auf Basis einer von der Emittentin und dem(n) betreffenden Plazeur(en) festgelegten Formel (wie in den anwendbaren Endgültigen Bedingungen angegeben).  <i>Schuldverschreibungen mit indexabhängiger Rückzahlung</i>  Kapitalzahlungen in Bezug auf Schuldverschreibungen mit indexabhängiger Rückzahlung werden auf Basis eines einzelnen Indizes oder eines Korbes von Indizes oder anderer Faktoren (einschließlich Kurs- bzw. Preisänderungen von Wertpapieren und Waren oder Wechselkursbewegungen) und/oder auf Basis einer von der Emittentin und dem(n) betreffenden Plazeur(en) festgelegten Formel berechnet (wie in den anwendbaren Endgültigen Bedingungen angegeben). Die Rückzahlung der Schuldverschreibungen mit indexabhängiger Rückzahlung erfolgt in Höhe des Rückzahlungsbetrages, der in den anwendbaren Endgültigen Bedingungen angegeben ist oder gemäß den darin enthaltenen Bestimmungen ermittelt wird.
<b>Equity Linked Schuldverschreibungen</b>	Equity Linked Schuldverschreibungen können in Form von Schuldverschreibungen, bei denen der Zins an den Wert von Aktien ( <i>Equity Linked Interest Notes</i> ) oder der Rückzahlungsbetrag an den Wert von Aktien ( <i>Equity Linked Redemption Notes</i> )

oder eine Kombination aus beiden gebunden ist, begeben werden. Es werden keine Equity Linked Schuldverschreibungen begeben, die an Aktien der Emittentin gebunden sind.

*Schuldverschreibungen, bei denen der Zins an den Wert von Aktien gebunden ist*

Zinszahlungen auf Schuldverschreibungen, bei denen der Zins an den Wert von Aktien gebunden ist, werden durch Bezugnahme auf ein einzelnes Wertpapier oder einen Wertpapierkorb oder anderen Faktoren und/oder einer festgelegten Formel berechnet und zu solchen Bedingungen, wie in den anwendbaren Endgültigen Bedingungen angegeben.

*Schuldverschreibungen, bei denen der Rückzahlungsbetrag an den Wert von Aktien gebunden ist*

Kapitalzahlungen in Bezug auf Schuldverschreibungen, bei denen der Rückzahlungsbetrag an den Wert von Aktien gebunden ist, werden unter Bezugnahme auf ein einzelnes Wertpapier oder einen Wertpapierkorb oder anderen Faktoren und/oder einer festgelegten Formel, wie in den anwendbaren Endgültigen Bedingungen angegeben, berechnet. Die Rückzahlung von Equity Linked Redemption Schuldverschreibungen kann auch durch Lieferung der Referenzwerte erfolgen. Die Rückzahlung der Equity Linked Redemption Schuldverschreibungen erfolgt in Höhe des Rückzahlungsbetrags, der in den anwendbaren Endgültigen Bedingungen angegeben ist oder gemäß den darin enthaltenen Bestimmungen ermittelt wird.

#### **Credit Linked Schuldverschreibungen**

Credit Linked Schuldverschreibungen können mit Bezug auf ein oder mehrere Bezugsunternehmen begeben werden. Solche Schuldverschreibungen können vor ihrem festgelegten Endfälligkeitstag und bei Eintritt eines Kreditereignisses zu einem geringeren Betrag als ihrem Nennbetrag zurückgezahlt werden. Bei Eintritt eines Kreditereignisses kann der Zinslauf vor dem festgelegten Endfälligkeitstag solcher Schuldverschreibungen beendet sein oder, aufgrund einer möglichen Herabsetzung des Nennbetrags, verringert sein. Bei Eintritt eines Kreditereignisses und sofern in den anwendbaren Bedingungen angegeben, können derartige Schuldverschreibungen zurückgezahlt werden in Form der physischen Lieferung bestimmter Vermögensgegenstände.

#### **Sonstige Zinsstrukturen**

Für variabel verzinsliche Schuldverschreibungen und andere Schuldverschreibungen mit Ausnahme festverzinslicher Schuldverschreibungen kann ein Höchstzinssatz, ein Mindestzinssatz oder beides festgelegt sein.

Eine andere Basis oder Methode zur Bestimmung des jeweiligen Zinssatzes, festgelegt zwischen der Emittentin und dem(n) betreffenden Plazeur(en), kann für die Schuldverschreibungen anwendbar sein. Die jeweiligen Bedingungen dieser Schuldverschreibungen sind in den anwendbaren Endgültigen Bedingungen festgelegt.

#### **Laufzeiten**

Die Laufzeiten der Schuldverschreibungen werden jeweils zwischen der Emittentin und dem(n) jeweiligen Plazeur(en) vereinbart und in den anwendbaren Endgültigen Bedingungen angegeben, allerdings vorbehaltlich der Mindest- oder Höchstlaufzeiten, die jeweils seitens der betreffenden Aufsichtsbehörden oder gemäß den für die Emittentin oder die relevante Währung geltenden Gesetzen und Vorschriften zulässig oder erforderlich sind.

Nachrangige Schuldverschreibungen haben eine Mindestlaufzeit von fünf (Ergänzungskapital-Schuldverschreibungen: acht Jahre; kurzfristig nachrangige Schuldverschreibungen: zwei) Jahren.

#### **Rückzahlung**

In den anwendbaren Endgültigen Bedingungen ist entweder festgelegt, dass die Schuldverschreibungen vor Ablauf ihrer festgelegten Laufzeit nicht rückzahlbar sind (es sein denn aus steuerlichen Gründen, bzw. bei Nicht-Nachrangigen Schuldverschreibungen oder Fundierten Bankschuldverschreibungen nur bei Eintritt eines Kündigungsereignisses), oder dass die Schuldverschreibungen nach Wahl der Emittentin und/oder der Gläubiger unter Einhaltung einer in den Endgültigen

Bedingungen festgelegten Frist gegenüber den Gläubigern bzw. der Emittentin kündbar (rückzahlbar) sind, und zwar zu dem(n) Zeitpunkt(en) vor der angegebenen Fälligkeit und zu dem(n) Preis(en), wie diese jeweils in den anwendbaren Endgültigen Bedingungen festgelegt sind. Darüber hinaus ist eine vorzeitige Fälligkeit aufgrund des Eintritts eines in den Anleihebedingungen festgelegten Ereignisses möglich.

Nachrangige Schuldverschreibungen können in den ersten fünf Jahren ihrer Laufzeit nicht nach Wahl der Gläubiger der Schuldverschreibungen vorzeitig zurückgezahlt werden (bei Ergänzungskapital-Schuldverschreibungen: acht Jahre; bei Kurzfristig Nachrangigen Schuldverschreibungen: zwei Jahren).

Bei Schuldverschreibungen, deren Erlöse von der Emittentin im Vereinigten Königreich vereinnahmt und die vor dem ersten Jahrestag ihres jeweiligen Ausgabedatums zurückgezahlt werden müssen, muss (a) der Rückzahlungswert mindestens GBP 100.000 (bzw. einen diesem Wert entsprechenden Betrag, der ganz oder teilweise auf eine andere Währung als Pfund Sterling lautet) betragen, und es muss (b) vorgeschrieben sein, dass eine Übertragung von Teilen dieser Schuldverschreibungen nur zulässig ist, wenn der Rückkaufwert des betreffenden Teils mindestens GBP 100.000 (bzw. dem entsprechenden Betrag) entspricht.

**Optionale Rückzahlung**

Die Emittentin oder die Gläubiger können das Recht haben die Schuldverschreibungen vorzeitig zurückzuzahlen, sofern in den anwendbaren Endgültigen Bedingungen vorgesehen. Zudem können die Schuldverschreibung bei in den Anleihebedingungen vorgesehenen Ereignissen vorzeitig rückzahlbar sein.

**Besteuerung**

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge werden ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art geleistet, die von der Republik Österreich oder einer ihrer Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt oder Abzug gesetzlich vorgeschrieben, wird die Emittentin zusätzliche Beträge in der Höhe leisten, die notwendig ist, um zu gewährleisten, dass die von den Gläubigern unter Berücksichtigung eines solchen Einbehalts oder Abzugs erhaltenen Beträge den Beträgen entsprechen, die die Gläubiger ohne einen solchen Einbehalt oder Abzug erhalten hätten, vorbehaltlich der in den Anleihebedingungen der Schuldverschreibungen angeführten Ausnahmen.

**Vorzeitige Rückzahlung aus Steuergründen**

Die vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist zulässig, falls als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften (einschließlich einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze oder Vorschriften) die Emittentin zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen verpflichtet ist, wie im Einzelnen in den Anleihebedingungen der Schuldverschreibungen dargelegt.

**Kündigungsgründe**

Die Nicht-Nachrangigen Schuldverschreibungen, außer Fundierten Bankschuldverschreibungen, sehen Kündigungsgründe vor, welche die Gläubiger berechtigen, sofortige Rückzahlung der Schuldverschreibungen zu verlangen.

Die Fundierten Bankschuldverschreibungen, sehen einen Kündigungsgrund für den Fall vor, dass die Emittentin Kapital oder Zinsen nicht innerhalb von 15 Tagen nach dem betreffenden Rückzahlungstermin zahlt.

Die Nachrang-Instrumente sehen keine Kündigungsgründe vor, die die Gläubiger berechtigen, sofortige Rückzahlung der Schuldverschreibungen zu verlangen.

**Cross Default Bestimmung**

Keine

**Gläubigerbeschlüsse**

In Übereinstimmung mit dem Schuldverschreibungsgesetz 2009 ("SchVG") können die Schuldverschreibungen (mit Ausnahme der Fundierten Bankschuldverschreibungen) vorsehen, dass die Gläubiger durch Beschluss (mit Zustimmung der Emittentin) Änderungen der Anleihebedingungen zustimmen und gewisse sonstige Maßnahmen in Bezug auf die Schuldverschreibungen beschließen können.

Wirksam zustandegekommene Beschlüsse der Gläubiger können nach Maßgabe der Anleihebedingungen entweder in einer Gläubigerversammlung oder im Wege der Abstimmung ohne Versammlung gefasst werden und sind für alle Gläubiger verbindlich. Beschlüsse der Gläubiger, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, bedürfen einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte. Sonstige Beschlüsse bedürfen – vorbehaltlich der Aufnahme einer qualifizierten Mehrheit in den Anleihebedingungen – der einfachen Mehrheit der teilnehmenden Stimmrechte.

<b>Gemeinsamer Vertreter</b>	In Übereinstimmung mit dem SchVG können die Schuldverschreibungen (mit Ausnahme der Fundierten Bankschuldverschreibungen) vorsehen, dass die Gläubiger durch Mehrheitsbeschluss einen gemeinsamen Vertreter (der " <b>gemeinsame Vertreter</b> ") bestellen. Die Aufgaben und Befugnisse des durch Beschluss bestellten gemeinsamen Vertreters bestimmen sich nach dem SchVG sowie den Mehrheitsbeschlüssen der Gläubiger. Ein gemeinsamer Vertreter der Gläubiger kann auch bereits in den Anleihebedingungen bestellt werden. In diesem Fall bestimmen sich die Aufgaben und Befugnisse des gemeinsamen Vertreters nach den Anleihebedingungen.
<b>Geltendes Recht</b>	Die Schuldverschreibungen, mit Ausnahme von Fundierten Bankschuldverschreibungen und Nachrangigen Schuldverschreibungen unterliegen deutschem Recht. Fundierte Bankschuldverschreibungen unterliegen deutschem Recht und werden in Bezug auf die Deckung die Voraussetzungen des österreichischen Gesetzes über fundierte Bankschuldverschreibungen erfüllen. Nachrangige Schuldverschreibungen unterliegen deutschem Recht bis auf die Regelungen im Hinblick auf die Nachrangigkeit, welche österreichischem Recht unterliegen.
<b>Gerichtsstand</b>	Nicht ausschließlicher Gerichtsstand für alle gerichtlichen Verfahren im Zusammenhang mit den Schuldverschreibungen ist, vorbehaltlich gewisser Ausnahmen, Frankfurt am Main, Deutschland.
<b>Börsenzulassung</b>	Für die Schuldverschreibungen wurde ein Antrag auf Börsenzulassung in der <i>Official List</i> der Luxemburger Wertpapierbörse sowie zum Börsenhandel am regulierten Markt der Luxemburger Wertpapierbörse " <i>Bourse de Luxembourg</i> " gestellt. Ein Antrag auf Börsenzulassung am Geregelten Freiverkehr der Wiener Wertpapierbörse in Bezug auf die unter dem Programm begebenen Schuldverschreibungen kann gestellt werden. Das Programm sieht vor, dass Schuldverschreibungen an weiteren oder anderen Börsen zugelassen werden können, wie in den anwendbaren Endgültigen Bedingungen angegeben. Unter dem Programm können zudem auch Schuldverschreibungen begeben werden, die an keiner Börse zugelassen sind.
<b>Clearingsystem</b>	Das Clearing der Schuldverschreibungen erfolgt durch ein oder mehrere Clearingsysteme, wie in den anwendbaren Endgültigen Bedingungen angegeben, und schließt die von Clearstream Banking, société anonyme, Luxemburg, (" <b>CBL</b> "), Euroclear Bank SA/NV (" <b>Euroclear</b> ") als Betreiber des Euroclearsystems und der Oesterreichische Kontrollbank Aktiengesellschaft, Am Hof 4, 1010, Wien (" <b>OeKB</b> ") betriebenen Systeme sowie jedes andere Clearing System ein.
<b>Ratings</b>	Schuldverschreibungen, die unter dem Programm emittiert werden, können entweder ein Rating haben oder kein Rating aufweisen. Das Rating eines Wertpapiers ist keine Empfehlung zum Kaufen, Verkaufen oder Halten von Wertpapieren und kann jederzeit durch die vergebende Rating-Agentur suspendiert, reduziert oder zurückgezogen werden.

## **Zusammenfassung der Informationen über die Raiffeisen Bank International AG**

<b>Firma</b>	Raiffeisen Bank International AG (" <b>RBI</b> " oder die " <b>Emittentin</b> ")
<b>Rechtsform</b>	Aktiengesellschaft gem. AktG nach österreichischem Recht



<b>Geschäftsanschrift</b>	Am Stadtpark 9, 1030 Wien, Republik Österreich
<b>Firmenbuch</b>	eingetragen im Firmenbuch des Handelsgerichtes Wien zu FN 122119m
<b>Organe</b>	Vorstand, Aufsichtsrat
<b>Vorstandsmitglieder</b>	Dkfm. Dr. Herbert Stepic, Vorstandsvorsitzender Mag. Dr. Karl Sevelda, Vorstandsvorsitzender-Stellvertreter Mag. Martin Grill, Mitglied Dr. Johann Strobl, Mitglied Aris Bogdaneris, M.A., Mitglied Patrick Butler, M.A., Mitglied Mag. Peter Lennkh, Mitglied Mag. Heinz Wiedner, Mitglied
<b>Geschichte</b>	<p>Die Emittentin wurde im Jahr 1991 als Holding-Gesellschaft zur Bündelung der Beteiligungen und Interessen des RZB-Konzerns in Zentral- und Osteuropa (CEE) gegründet. Sie wurde mehrfach umfirmiert und trat seit dem Jahr 2003 unter dem Namen "Raiffeisen International-Bank Holding AG" ("<b>RI</b>") auf.</p> <p>Börsengang und Börsenzulassung der RI, die bis dahin eine 86%-ige Tochter der Raiffeisen Zentralbank Österreich AG ("<b>RZB</b>") war, erfolgte im April 2005. Nach Börsengang und erster Notierung an der Wiener Börse hielt die RZB als Konzernmuttergesellschaft eine Beteiligung von rund 70% an der RI.</p> <p>Wesentliches Motiv für diesen Börsengang war die Sicherung der Finanzierung der weiteren Expansion in CEE, einer Region mit mehr als 300 Millionen Einwohnern. Im September 2007 erfolgte ein <i>Secondary Public Offering</i> der Emittentin, wobei sich durch diese Kapitalerhöhung die Beteiligungshöhe der RZB auf 68,5% des emittierten Kapitals reduzierte.</p> <p>Im April 2010 wurde von den Vorständen der RI und der RZB die Abspaltung und anschließende Verschmelzung wesentlicher Teile des Bankbetriebs der RZB mit der RI (die "<b>Umstrukturierung</b>") beschlossen.</p> <p>Zu diesem Zeitpunkt hielt die RZB indirekt über zwei 100%-ige Tochtergesellschaften, die Raiffeisen International Beteiligungs GmbH ("<b>RI-Bet</b>") und die Cembra Beteiligungs AG ("<b>Cembra</b>") eine Beteiligung von rund 72,8% an der RI. Die verbleibenden rund 27,2% der ausgegebenen Aktien an der RI befanden sich im Streubesitz.</p> <p>Die Hauptversammlungen der involvierten Unternehmen RZB und RI haben der Umstrukturierung am 7. bzw. 8. Juli 2010 mit jeweils einstimmigen Beschlüssen zugestimmt.</p> <p>Rückwirkend zum Stichtag 31. Dezember 2009 wurde der als "Kommerzkundengeschäft" definierte Teilbetrieb des operativen Bankgeschäfts der RZB sowie diejenigen Beteiligungen, welche mit dem operativen Kommerzkundengeschäft verbunden waren, von der RZB in die Cembra abgespalten und unmittelbar anschließend, ebenfalls rückwirkend mit 31. Dezember 2009, die Cembra mit der RI als aufnehmende Gesellschaft verschmolzen.</p> <p>Am 10. Oktober 2010, mit Wirksamwerden der Umstrukturierung ("<b>Reorganisation Date</b>"), hat die Emittentin ihre Firma auf "Raiffeisen Bank International AG" geändert, eine österreichische Banklizenz erhalten und ist weiterhin an der Wiener Börse notiert.</p>
<b>Satzungsmäßiger Unternehmensgegenstand</b>	Gegenstand des Unternehmens der Emittentin ist der Betrieb von Bankgeschäften aller Art gemäß § 1 Abs. 1 BWG und der damit zusammenhängenden Geschäfte; diese jedoch mit Ausnahme des Investmentgeschäftes, des Immobilienfondsgeschäftes, des Beteiligungsfondsgeschäftes, des Betrieblichen Vorsorgekassengeschäftes und des Bauspargeschäftes sowie der Ausgabe von Pfandbriefen und Kommunalschuldverschreibungen.

Gegenstand des Unternehmens ist ferner:

- (a) die Beratung und die Erbringung von Managementleistungen aller Art für die Unternehmen, an denen Beteiligungen oder zu denen sonst konzernmäßige Verflechtungen bestehen;
- (b) die Durchführung von Geschäften und Erbringung aller Dienstleistungen, die mit dem Bankgeschäft in direktem oder indirektem Zusammenhang stehen, insbesondere die Durchführung der in § 1 Abs. 2 und 3 BWG angeführten Tätigkeiten, die Erbringung von Dienstleistungen auf dem Gebiet der Unternehmensberatung einschließlich Unternehmensorganisation sowie auf dem Gebiet der automatischen Datenverarbeitung und Informationstechnik.

Die Emittentin ist im Rahmen der jeweils gültigen Gesetze berechtigt, Ergänzungskapital, nachrangiges und kurzfristiges nachrangiges Kapital im Sinne des § 23 Abs. 7 bis 8a sowie hybrides Kapital gemäß § 24 Abs. 2 Ziffer 5 und 6 BWG aufzunehmen sowie wirtschaftlich vergleichbare Instrumente zu begeben.

Die Emittentin ist zum Erwerb von Liegenschaften, zur Errichtung von Zweigniederlassungen und Tochtergesellschaften im In- und Ausland sowie zur Beteiligung an anderen Unternehmen berechtigt. Die Emittentin ist darüber hinaus zu allen Geschäften und Maßnahmen berechtigt, die zur Erreichung des Gesellschaftszweckes notwendig oder nützlich sind, insbesondere auch in allen dem Unternehmensgegenstand ähnlichen oder verwandten Tätigkeitsbereichen.

**Geschäftsmodell/Geschäftsfelder/Märkte**

Die Geschäftstätigkeit der RBI in Österreich besteht aus den im Rahmen der Umstrukturierung übertragenen Geschäftsbereichen, welche sich auf das Kommerzbank- und Investment Banking-Geschäft in Österreich konzentrieren. Zielgruppe sind umsatzstarke Unternehmen des Landes, d.h. die "Top-1000-Unternehmen" (die, gemessen an deren Bilanzsumme, tausend größten Unternehmen Österreichs) sowie multinationale Konzerne mit Geschäftstätigkeit in CEE.

Das von der RBI gesteuerte Netzwerk in CEE umfasst Banken und Leasinggesellschaften in folgenden Ländern: Albanien, Belarus, Bosnien und Herzegowina, Bulgarien, Kasachstan, Kosovo, Kroatien, Polen, Rumänien, Russland, Serbien, Slowenien, Slowakei, Tschechische Republik, Ukraine und Ungarn, sowie Moldau, wobei Moldau aufgrund der ökonomischen Verbindung zu Rumänien in der Konzernsteuerung dort enthalten ist.

Wesentliche Voraussetzung für den bisherigen Erfolg der Emittentin in CEE war und ist die gute Kenntnis der Bankenmärkte in der Region. Diese basiert auf den traditionellen engen Verflechtungen mit der Region und ermöglicht damit eine solide Positionierung auf diesen regionalen Märkten. Die RBI betreut in dieser Region nicht nur Großunternehmen, sondern bedient auch Klein- und Mittelbetriebe (KMU) und Privatkunden. Diese Kundengruppe (KMU und Privatkunden) hat in den vergangenen Jahren zunehmend an Bedeutung gewonnen. Die Zahl der Retail-Kunden beträgt mittlerweile mehr als 14,7 Millionen. Die Emittentin bietet ihren Kunden in CEE eine breite Palette finanznaher Dienstleistungen an, die in zahlreichen Märkten von Corporate Finance über Financial Engineering bis zu Leasing, M&A-Beratung, Asset Management, Private Banking, Immobiliendienstleistungen oder Handelsgeschäfte reichen.

Die in diesen Basis-Prospekt freiwillig aufgenommenen Pro forma-Finanzinformationen der Emittentin sind ungeprüft und wurden lediglich zu illustrativen Zwecken erstellt. Pro forma-Finanzinformationen beschreiben auf Grund ihrer Wesensart lediglich eine hypothetische Situation und spiegeln folglich nicht die Finanzlage der Emittentin oder ihre Ergebnisse zum 30. Juni 2010 wider, noch bieten sie einen Anhaltspunkt für die Finanzlage der Emittentin oder ihre Ergebnisse in zukünftigen Perioden.

Die ungeprüften, nach IFRS erstellten Pro forma-Halbjahreszahlen des RBI-Konzerns zum 30. Juni 2010 sollen potenziellen Investoren – vereinfacht dargestellt – veranschaulichen, welche Auswirkungen die Umstrukturierung auf den konsolidierten IFRS-Halbjahresfinanzbericht der Emittentin zum 30. Juni 2010 gehabt hätte, wenn die Umstrukturierung bereits zum 1. Jänner 2010 wirksam gewesen wäre.

Im Nachfolgenden werden die auf Basis von Pro forma-Rechnungen nach IFRS erstellten Halbjahreszahlen des RBI-Konzerns zum 30. Juni 2010 dem IFRS-Halbjahresfinanzbericht des RI-Konzerns zum 30. Juni 2010 gegenübergestellt:

*Bilanz*

	RI-Konzern*	Pro forma Bereinigung**	RBI-Konzern (pro forma, ungeprüft)**
	in TEUR		
	per 30.06.2010		
<b>Aktiva</b>			
Barreserve .....	3.607.260	494.494	4.101.755
Forderungen an Kreditinstitute .....	9.216.970	25.270.869	34.487.840
Forderungen an Kunden .....	52.369.642	24.127.898	76.497.540
Kreditrisikoversorgen .....	-3.684.793	-1.061.390	-4.746.183
Handelsaktiva .....	3.764.398	6.828.712	10.593.111
Derivative Finanzinstrumente .....	265.533	1.596.839	1.862.373
Wertpapiere und Beteiligungen .....	9.108.777	10.908.381	20.017.159
Anteile an at-equity bewerteten Unternehmen .....	4.768		4.768
Immaterielle Vermögenswerte .....	1.076.714	128.996	1.205.711
Sachanlagen .....	1.290.934	39.932	1.330.867
Sonstige Aktiva .....	1.094.347	1.463.112	2.557.460
<b>Summe Aktiva .....</b>	<b>78.114.554</b>	<b>69.797.849</b>	<b>147.912.404</b>
<b>Passiva</b>			
Verbindlichkeiten gegenüber Kreditinstituten .....	19.946.311	28.734.848	48.681.159
Verbindlichkeiten gegenüber Kunden .....	43.254.865	11.979.976	55.234.841
Verbriefte Verbindlichkeiten .....	2.434.160	16.239.430	18.673.591
Rückstellungen .....	366.042	194.181	560.224
Handelspassiva .....	601.956	6.502.076	7104.033
Derivate Finanzinstrumente .....	561.806	1.238.551	1.800.357
Sonstige Passiva .....	909.245	672.703	1.581.949
Nachrangkapital .....	2.571.036	1.651.853	4.222.890
Konzern-Eigenkapital .....	6.300.670	2.263.670	8.564.341
Konzern-Jahresabschluss .....	170.574	301.610	472.184
Anteile anderer Gesellschafter .....	997.883	18.946	1.016.829
<b>Summe Passiva .....</b>	<b>78.114.554</b>	<b>69.797.849</b>	<b>147.912.404</b>

\* Quelle: IFRS-Konzernhalbjahresabschluss der RI zum 30. Juni 2010 (ungeprüft).

\*\* Quelle: Eigene Berechnungen auf Basis der ungeprüften IFRS-Halbjahresfinanzberichte des RI-Konzerns und des RZB-Konzerns zum 30. Juni 2010 unter Berücksichtigung des im Zuge der Umstrukturierung von der RZB abgespaltenen und in die RBI verschmolzenen Kommerzkundengeschäfts einschließlich der damit verbundenen Beteiligungen (Erläuterungen und Berechnungsgrundlagen hinsichtlich der Pro forma-Bereinigungen und Pro forma-Finanzinformationen siehe unter Abschnitt "Description of Raiffeisen Bank International AG – 2. Pro Forma Financial Data").

## Erfolgsrechnung

	RI-Konzern*	Pro forma Bereinigung**	RBI-Konzern (pro forma, ungeprüft)**
	in TEUR		
	01.01.2010 – 30.06.2010		
Zinsüberschuss .....	1.430.093	350.012	1.780.105
Kreditrisikovorsorgen .....	-559.882	-47.757	-607.639
<b>Zinsüberschuss nach Kreditrisikovorsorgen .....</b>	<b>870.211</b>	<b>302.255</b>	<b>1.172.466</b>
Provisionsüberschuss .....	598.509	116.484	714.993
Handelsergebnis .....	93.962	98.393	192.355
Ergebnis aus derivativen Finanzinstrumenten und designierten Verbindlichkeiten .....	-36.399	-95.148	-131.547
Ergebnis aus Finanzinvestitionen .....	14.710	37.958	52.668
Personalaufwand .....	-566.108	-133.238	-699.347
Sachaufwand .....	-507.463	-61.561	-569.024
Abschreibungen von Sachanlagen/immateriellen Vermögenswerten .....	-133.692	-22.770	-156.462
Sonstiges betriebliches Ergebnis .....	-26.728	25.122	-1.606
Ergebnis aus Endkonsolidierungen .....	-2.978	7.848	4.870
<b>Jahresüberschuss vor Steuern .....</b>	<b>304.024</b>	<b>275.342</b>	<b>579.366</b>
Steuern vom Einkommen und Ertrag .....	-91.949	28.162	-63.787
<b>Jahresüberschuss nach Steuern .....</b>	<b>212.075</b>	<b>303.505</b>	<b>515.579</b>
Anteile anderer Gesellschafter am Erfolg .....	-41.500	-1.894	-43.395
<b>Konzern-Jahresüberschuss .....</b>	<b>170.574</b>	<b>301.610</b>	<b>472.185</b>

\* Quelle: IFRS-Konzernhalbjahresabschluss der RI zum 30. Juni 2010 (ungeprüft).

\*\* Quelle: Eigene Berechnungen auf Basis der ungeprüften IFRS-Halbjahresfinanzberichte des RI-Konzerns und des RZB-Konzerns zum 30. Juni 2010 unter Berücksichtigung des im Zuge der Umstrukturierung von der RZB abgespaltenen und in die RBI verschmolzenen Kommerzkundengeschäfts einschließlich der damit verbundenen Beteiligungen (Erläuterungen und Berechnungsgrundlagen hinsichtlich der Pro forma-Bereinigungen und Pro forma-Finanzinformationen siehe unter Abschnitt "Description of Raiffeisen Bank International AG – 2. Pro Forma Financial Data").

**Abschlussprüfer / Konzernabschlussprüfer 2008 und 2009 des RZB bzw RI-Konzerns** KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, 1090 Wien, Porzellangasse 51, vertreten durch Mag. Wilhelm Kovsca und Mag. Rainer Hassler (für das Jahr 2008) bzw. Mag. Wilhelm Kovsca und Mag. Bernhard Mechtler (für das Jahr 2009).

## Zusammenfassung der Risikofaktoren in Bezug auf die Raiffeisen Bank International AG und deren Marktumfeld

- Auswirkungen und Risiken der Finanzmarkt- und Wirtschaftskrise im allgemeinen und im Gesamtkontext
- Bonitätsrisiko (Kreditrisiko) im Allgemeinen – Gefahr eines teilweisen oder vollständigen Ausfalls vertraglich vereinbarter Zahlungen aus RZB-Emissionen
- Verstärktes Bonitätsrisiko – (Kreditrisiko/Ausfallrisiko) – bei Nachrangigen RBI-Emissionen
- Rating-Verschlechterung (Downgrading) – nachteilige Auswirkung auf den Marktpreis von RBI-Emissionen
- Die Profitabilität der Emittentin hängt von ihren Refinanzierungsmöglichkeiten ab bzw. kann von Ratingverschlechterungen (*Downgrading*) negativ beeinflusst werden – Verteuerung der Refinanzierungskosten am Markt
- Liquiditätsrisiko – Nichterfüllbarkeit der gegenwärtigen oder zukünftigen Zahlungsverpflichtungen
- Zusätzliche Zahlungsverpflichtungen der Emittentin aufgrund der Zugehörigkeit zur Raiffeisen-Kundengarantiegemeinschaft Österreich (RKÖ)
- Branchenspezifische und gesamtwirtschaftliche Rahmenbedingungen – CEE-spezifische Risiken
- Akquisitions- und Integrationsrisiko – Gefahr des Auftretens nicht identifizierter Risiken und Kosten

- Entwicklungen in den Rechtssystemen in der CEE-Region, insbesondere das Steuerrecht, können negativen Einfluss auf den Emittenten nehmen
- Gefahr einer direkten staatlichen Einflussnahme in CEE-Märkten – Gefahr der Beschlagnahme von physischen und/oder finanziellen Vermögenswerten
- Rückgang der Wachstumsraten – negative Auswirkung auf die Ertragslage
- Refinanzierungsrisiko (und damit Konzentrationsrisiko bei der Emittentin) infolge Abflusses lokaler Einlagen
- Abwertung von Firmenwerten
- Länderrisiko - dadurch bedingtes Ausbleiben von Zahlungen
- Marktrisiko/Marktrisiken der Finanzmärkte
- Nachteilige Entwicklung der Wettbewerbssituation
- Counterpart-Risiko/Ausfallrisiko
- Sinken der Verkehrswerte von Kreditsicherheiten – Nichtausreichen von Besicherungen
- Konzentrationsrisiko
- Regulatorische Risiken
- Zukünftige Entwicklungen des Bankensektors und dessen Regulativen wie z.B. Basel II, Basel III, MiFID (regulatorische Risiken) - Wettbewerbsrisiken
- Wiederbeschaffungsrisiken/Frustrierte Kosten bei Ausfall von Vertragspartnern
- Beteiligungsrisiko – unsicherer Ergebnisbeitrag
- Abhängigkeit von ausreichend vorhandenen Eigenmitteln/Risikovorsorgen
- Währungsrisiken – Gefahr von Abwertungsverlusten
- Risiken der Immobilienmärkte – Wertverluste
- Operationales Risiko/ unvorhergesehene Ereignisse/Rechtliches Risiko
- Unzureichendes Risikomanagement
- Abhängigkeit von komplexen Technologiesystemen
- Risiken von potentiellen Interessenskonflikten aufgrund unterschiedlicher Geschäftsbeziehungen
- Risiken von potentiellen Interessenskonflikten von Organmitgliedern der Emittentin
- Abhängigkeit von dem Großaktionär RZB
- Beschränkung der Entscheidungsfreiheit in Bezug auf Tochtergesellschaften aufgrund von Minderheitsbeteiligungen externer Aktionäre
- Personenrisiko – Abhängigkeit von qualifizierten Führungskräften
- Risiken aus Umstrukturierung

### **Zusammenfassung der Risikofaktoren in Bezug auf die Wertpapiere**

#### **Schuldverschreibungen als nicht geeignetes Investment**

Schuldverschreibungen sind komplexe Finanzinstrumente, in die potentielle Anleger nur investieren sollten, wenn sie (selbst oder durch ihre Finanzberater) über die nötige Expertise verfügen, um die Entwicklung der Schuldverschreibungen unter den wechselnden Bedingungen, die resultierenden Wertveränderungen der Schuldverschreibungen sowie die Auswirkungen einer solchen Anlage auf ihr Gesamtportfolio einzuschätzen.

#### **Liquiditätsrisiko**

Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für die Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine

Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.

**Marktpreisrisiko**

Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen ausgesetzt, welches sich verwirklichen kann, wenn der Gläubiger seine Schuldverschreibungen vor Endfälligkeit veräußert. In diesem Fall besteht die Möglichkeit, dass der Gläubiger der Schuldverschreibungen eine Wiederanlage nur zu schlechteren als den Bedingungen des ursprünglichen Investments tätigen kann.

**Risiko der Vorzeitigen Rückzahlung**

Sofern der Emittentin das Recht eingeräumt wird, die Schuldverschreibungen vor Fälligkeit zurückzuzahlen, oder sofern die Schuldverschreibungen vor Fälligkeit aufgrund des Eintritts eines in den Anleihebedingungen dargelegten Ereignisses zurückgezahlt werden, ist der Gläubiger solcher Schuldverschreibungen dem Risiko ausgesetzt, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen wird. Außerdem besteht die Möglichkeit, dass der Gläubiger der Schuldverschreibungen eine Wiederanlage nur zu schlechteren als den Bedingungen des ursprünglichen Investments tätigen kann.

**Festverzinsliche Schuldverschreibungen und Step-Up und Step-Down festverzinsliche Schuldverschreibungen**

Der Gläubiger von festverzinslichen Schuldverschreibungen sowie von Step-Up und Step-Down festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen Schuldverschreibung infolge von Veränderungen des aktuellen Marktzinssatzes fällt.

**Variabel verzinsliche Schuldverschreibungen**

Der Gläubiger von variabel verzinslichen Schuldverschreibungen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, die Rendite von variabel verzinslichen Schuldverschreibungen im voraus zu bestimmen. Variabel verzinsliche Schuldverschreibungen können mit Multiplikatoren oder anderen Hebefaktoren sowie mit Zinsober- und Zinsuntergrenzen oder einer Kombination dieser Merkmale oder mit ähnlichen Merkmalen ausgestattet sein. Zusätzlich können variabel verzinsliche Schuldverschreibungen als gegenläufig variabel verzinsliche Schuldverschreibungen begeben werden. Der Kurs solcher Schuldverschreibungen neigt zu größerer Volatilität als der von herkömmlichen Schuldverschreibungen.

**Nullkupon-Schuldverschreibungen**

Der Gläubiger von Nullkupon-Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs solcher Schuldverschreibungen infolge von Veränderungen des Marktzinssatzes fällt. Kurse von Nullkupon-Schuldverschreibungen sind volatil als Kurse von festverzinslichen Schuldverschreibungen und reagieren in höherem Maße auf Veränderungen des Marktzinssatzes als verzinsliche Schuldverschreibungen mit einer ähnlichen Laufzeit.

**Indexierte Schuldverschreibungen**

Ist die Zinszahlung indexabhängig, ist der Gläubiger vor allem dem Risiko eines schwankenden Zinsniveaus und der Ungewissheit in Bezug auf den Zinsertrag ausgesetzt oder wird möglicherweise überhaupt keine Zinsen erhalten. Dies kann zu einer negativen Rendite führen. Ist die Rückzahlung indexabhängig, ist der Gläubiger vor allem dem Risiko der Ungewissheit in Bezug auf den Rückzahlungsbetrag ausgesetzt. Abhängig von der Berechnung des Rückzahlungsbetrages kann die Rendite negativ sein und der Investor demzufolge den Wert seiner Anlage ganz oder teilweise verlieren.

**Strukturierte Schuldverschreibungen**

Eine Kapitalanlage in Schuldverschreibungen, bei denen der Aufschlag und/oder der Zins und/oder der Rückzahlungsbetrag unter Bezugnahme einer und/oder mehrerer Währungen, Rohstoffe, Zinssätze oder anderer Indizes oder Formeln, entweder unmittelbar oder umgekehrt, bestimmt wird, kann bedeutsame Risiken mit sich bringen, die nicht mit ähnlichen Kapitalanlagen in einen herkömmlichen Schuldtitel verbunden sind, einschließlich des Risikos, dass der resultierende Zinssatz geringer sein wird als der zur gleichen Zeit auf einen herkömmlichen Schuldtitel zahlbare Zinssatz und/oder dass ein Anleger sein eingesetztes Kapital ganz oder zu einem erheblichen Teil verliert.

<b>Equity Linked Schuldverschreibungen</b>	Eine Anlage in Schuldverschreibungen, bei denen der Zins oder der Rückzahlungsbetrag an den Wert von Aktien gebunden ist, kann ähnliche oder mehr Risiken beinhalten wie eine unmittelbare Anlage in Aktien und Anleger sollten sich entsprechend beraten lassen. Sofern der Rückzahlungsbetrag an den Wert von Aktien gebunden ist, kann ein Anleger den Wert seiner Anlage ganz oder teilweise verlieren.
<b>Credit Linked Schuldverschreibungen</b>	Der Gläubiger einer Credit Linked Schuldverschreibung ist dem Kreditrisiko der Emittentin und dem einer oder mehrerer Bezugsunternehmen (wie in den anwendbaren Endgültigen Bedingungen angegeben) ausgesetzt. Es gibt keine Gewähr dafür, dass der Gläubiger den Nennbetrag solcher Schuldverschreibungen vollständig zurückerhält oder Zinsen darauf erhält, und im äußersten Fall könnte die Verpflichtung der Emittentin zur Zahlung von Kapital sogar auf Null reduziert werden.
<b>Nachrang-Instrumente</b>	Im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin, oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin, gehen die Verbindlichkeiten aus den Instrumenten den Ansprüchen dritter Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten im Range nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten nicht vollständig befriedigt sind.
<b>Fundierte Bankschuldverschreibungen</b>	Obwohl Rückzahlungsbeträge und Zinsen für ausstehende Fundierte Bankschuldverschreibungen durch einen gesetzlich vorgesehenen Sicherungsfond gesichert sind, ist es möglich, dass Investoren weniger als ihre Investition erhalten.
<b>Beschlüsse der Gläubiger</b>	Sehen die Anleihebedingungen Beschlüsse der Gläubiger im Rahmen einer Gläubigerversammlung oder durch Abstimmung ohne Versammlung vor, ist ein Gläubiger dem Risiko ausgesetzt, durch einen Mehrheitsbeschluss der Gläubiger überstimmt zu werden. Da ein wirksam zustandegekommener Mehrheitsbeschluss für alle Gläubiger verbindlich ist, können bestimmte Rechte des Gläubigers gegen die Emittentin aus den Anleihebedingungen geändert, eingeschränkt oder sogar aufgehoben werden.
<b>Gemeinsamer Vertreter</b>	Sehen die Anleihebedingungen der Schuldverschreibungen die Bestellung eines gemeinsamen Vertreters vor, so kann das persönliche Recht des Gläubigers zur Geltendmachung und Durchsetzung seiner Rechte aus den Anleihebedingungen gegenüber der Emittentin auf den gemeinsamen Vertreter übergehen, der sodann allein verantwortlich ist, die Rechte sämtlicher Gläubiger geltend zu machen und durchzusetzen.

## RISK FACTORS

*The following is a disclosure of risk factors that are material with respect to the Issuer and the Notes issued under the Programme in order to assess the market risk associated with these Notes. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Programme, especially since in certain cases the investor may lose its entire investment or parts of it.*

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

*The following is a disclosure of risks that may affect the Issuer's ability to fulfill its obligations under the Notes. Prospective investors should consider these risks before deciding to purchase Notes to be issued under the Programme.*

*The following statements are not exhaustive. Other risks of which the Issuer is currently not aware or which it does not consider to be material but which may also affect the Issuer's ability to fulfill its obligations under the Notes may be of significance.*

*In respect of Notes which require in view of their specific structure a special description of risk factors, risk factors in addition to those mentioned below will be described in the Final Terms relating to such Notes.*

### **Risk Factors Regarding Raiffeisen Bank International AG and its market environment**

*Risk factors which may affect the Issuer's ability to meet its obligations towards investors under the Notes are disclosed as a matter of priority.*

This section includes a compilation of those major risk factors to which the Issuer is generally subject and that are – from the Issuer's point of view – specific to the markets, the industry sector and banks/financial institutions in general and **the eventuation of which may have an adverse impact on the Issuer's financial situation and its ability to duly meet its obligations under the Notes and/or the market value of the Notes**; this may, in turn, result in a loss of part or all of the investment. In general, RBI/the RBI Group is subject to the **general business-specific risks of an internationally active universal bank**.

*Effects and risks of the financial and economic crisis in general as well as in the overall context*

The financial and economic crisis has had and may continue to have a significant impact on those economies in which the RBI Group is active and might result in increased capital needs on the part of banks, including the RBI Group, as well as in higher refinancing costs.

The financial and economic crisis prevailing since 2008 has had and will continue to have a material adverse impact on all economies, including those in which the Issuer is primarily active. Refinancing costs of banks in the money market increased significantly and the liquidity available in the interbank and capital markets declined. This initially resulted in a diminished availability of loans and an increase in loan losses, in particular with respect to companies who, due to their funding structure, depend on raising new loans or on the extension of credit facilities. The increased risk-related requirements imposed by the banking sector in view of such structural indications in order to comply with commercial due diligence standards in connection with the extension of loans had a restrictive effect on private consumption and the demand for capital goods. This finally resulted in a general economic downturn. Depending on the scope and duration of the tense economic situation, this may have a material adverse impact on the Issuer's asset and financial position and result of operations and, in combination with or due to the intensification of other risk factors, may lead to the Issuer being only to a limited extent or not at all able to meet its obligations under the Notes.

A continuation or further aggravation of the financial and economic crisis may in particular affect the Issuer and the RBI Group in the form of scarce or more expensive refinancing opportunities.

Due to close international correlations, the Issuer and RBI Group could not and cannot avoid the consequences of the global financial and economic crisis. The major effects of this crisis on the RBI Group relate to increased refinancing costs, valuation losses on the loan and securities portfolio and feedback effects due to the negative development of the economies where the RBI Group is active.



Therefore, investors should in particular be aware of the following risks the Issuer is confronted with as a result of the financial and economic crisis:

- The Issuer's refinancing opportunities in the interbank and capital markets may, due to external factors, be scarce or only be available on much less favorable or economically unreasonable terms and conditions in the future.
- Further downward value adjustments/write-downs of financial instruments held as investments or other assets may be required. This may have a negative impact on RBI Group's equity and, in view of mandatory capital adequacy requirements, result in increased capital needs so that the Issuer may, consequently, have to seek other private or government sources of funding the terms and conditions and/or servicing of which may have an adverse effect on the refinancing structure and costs of the RBI Group and, in particular, the Issuer's ability to service the Notes.
- Through reduced purchasing power, the continuously decreasing consumption, diminished investment propensity and declining payment discipline, the economic situation may lead to a higher probability of insolvencies and payment defaults and thus to a further increase in write-downs of loans extended loan loss provisioning and risk provisions for future loan losses.
- Models currently used for credit assessment purposes may be found inadequate against the background of the unusual market conditions so that the Issuer's ability to reliably assess default and migration risks could be affected significantly.
- Present uncertainties in the market with respect to risks, liquidity and solvency of the banking sector in Austria as well as in the CEE region may result in an outflow of funds and increased refinancing costs which may have an adverse impact on the Issuer's profitability and access to refinancing.
- In the wake of the financial and economic crisis, market participants may behave more aggressively and there may be an increased propensity for legal and other disputes, also on the part of companies with whom conflicts previously tended to be settled by settlement, for example with other credit institutions with whom RBI maintains business relationships in connection with syndicated loan facilities where it acts *inter alia* as co-manager or agent. This may tie up corresponding employee, management and financial resources and obstruct RBI's business activities in these areas.
- In response to the economic developments, the Issuer may be confronted with increased regulation of the financial sector as well as additional tax or other financial burdens triggered by aid programs during the financial and economic crisis (for example the currently discussed so-called bank tax as a consequence of increases in sovereign debt). This might result in increased expenses and may affect the Issuer's competitiveness and ability to take advantage of business opportunities efficiently and/or at all to the same extent as previously.

The eventuation of each of these risks may have a material negative impact on the Issuer's asset and financial position and result of operations and thus on its ability to meet its obligations under the Notes which may also materially affect their market value.

*The credit risk in general – risk of partial or complete default on contractually agreed payments under the Notes*

In § 2 of the Austrian Banking Act (*Bankwesengesetz* – "**BWG**"), the credit risk is defined as the risk of a partial or complete default on contractually agreement payments. The credit risk thus refers to the risk of a deterioration of the debtor's financial situation that may result in its partial or complete inability to meet its (financial) obligations: *in concreto* for example the Issuer's insolvency or overindebtedness and related potential inability to punctually or finally meet its obligations, such as payments of interest, distributions, redemption payments, dividend payments, etc. under the Notes. Alternative terms referring to the credit risk are *inter alia* the "debtor risk" or "issuer risk".

In the context of the financial and economic crisis described above and its still unforeseeable effects, the observation and assessment of this risk are furthermore of major importance.

- Increased credit risk (default risk) in particular with respect to subordinated Notes

If any subordinated Notes within the meaning of § 45 subparagraph 4 of the Banking Act (BWG) and to be explicitly referred as such are issued, these will generally only be satisfied after any other unsubordinated claims of creditors in the event of the Issuer's liquidation or insolvency; the payment of interest may be earnings-related.

The ranking of subordinated Notes among each other may vary (i.e. with respect to the ranking of interest payments/redemption payments, etc.).

With respect to subordinated Notes, in particular the subordinated payment/non-payment of interest on such Notes should be noted if there are/is no or only insufficient retained earnings/net income or in the event of the Issuer's administration/insolvency. In addition, subordinated Notes are not guaranteed by the *Raiffeisen-Kundengarantiegemeinschaft Österreich* (Austrian Raiffeisen Customer Guarantee Association – "RKÖ"). Therefore, there is no performance guarantee by the RKÖ or any other third parties.

In the context of the financial and economic crisis described above and its unforeseeable global effects, the observation and assessment of this risk are of major importance.

- Rating downgrading – adverse effect on the market price of the Notes

Rated issuers/issues are subject to the risk of ratings being downgraded or withdrawn by the rating agencies which may *in concreto* have a negative impact on the market price of the Notes. In addition, a downgrading of the Issuer itself or of any of its network banks will result in an increase in refinancing/liquidity costs or even liquidity shortage (see below).

- The Issuer's profitability depends on refinancing opportunities or may be negatively affected by rating downgradings – increase in refinancing costs in the market

RBI is not a retail bank and, as a commercial bank focusing on the top 1,000 Austrian companies, does not have a broad and diversified base of cost-efficient customer deposits that may serve as a refinancing source. Due to its greater dependence on the interbank market, RBI's profitability may be affected more strongly by interest rate fluctuations than that of credit institutions in Austria with a more diversified deposit base. Any downgrading by a rating agency would result in an increase in refinancing costs in the market and might simultaneously also restrict access to liquid funds (see below).

A lack of liquidity/refinancing opportunities for banks will *inter alia* result in a necessary limitation of business volume in the financing business which, in turn, may lead to a reduction of the Issuer's interest income and, in extreme cases, in a discontinuation of business activities due to insolvency.

- Liquidity risk – inability to meet present or future payment obligations

– General liquidity risk: The Issuer may be unable to meet fully and/or in due time its present or future payment obligations.

Maturity transformation is a significant function performed by banks within the international financial market system which stems from investors' desire to have access to their investments at short notice as well as from borrowers' needs for long-term financing. This task involves the generation of surplus liquidity or deficits on an ongoing basis which, under normal market conditions, are balanced by the banks via an exchange of liquidity with other financial market participants.

The liquidity risk may materialize if refinancing were only obtainable on very unfavorable terms and conditions or not at all (structural liquidity risk).

Furthermore, assets may at short notice only be alienable at a high discount, redemption payments in the lending business may not be received in due time or there might be unexpected substantial drawings on loan commitments or withdrawals from deposits (short-term liquidity risk).

There can be no assurance that the Issuer, due to (i) non-matching maturities of receivables and liabilities in case of extraordinary events or (ii) any mismanagement of such assets and liabilities in combination with a lack of refinancing opportunities or (iii) an insufficient number of market participants will not be unable to liquidate or close its positions at fair market prices and, consequently, to meet its payment obligations in full and/or in due time.

The financial and economic crisis, which primarily took on the form of a crisis of confidence among banks but more recently also vis-à-vis governments and political subdivisions, has resulted/is resulting in a lack of liquidity in the interbank market. Further liquidity shortages in the interbank market may limit the Issuer's refinancing opportunities. Issues of government guaranteed securities under the Austrian Interbank Market Support Act (*Österreichisches Interbankmarktstärkungsgesetz*) may make raising capital via non-guaranteed issues more expensive since non-guaranteed issues – insofar as, in view of the crisis, there actually are subscribers willing to make funds available in the long term – are considered more risk-prone by market participants and will only be subscribed for at a corresponding spread.

Therefore, it cannot be predicted whether the current refinancing sources will continue to be available to the Issuer in the future and on the same terms and conditions or with corresponding maturities to refund its loan and other lending business. Their lack of availability would, therefore, *inter alia* reduce business volumes which might result in a decline of interest income and, in extreme cases, the discontinuation of business activities and insolvency of the

Issuer. Due to these potential material adverse effects on its asset and financial position and result of operations, the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

– If any so-called "group cross default" clauses were triggered, this might result in unexpected sudden liquidity requirements to satisfy accelerated claims.

With respect to certain types of refinancing (including certain note issues launched by its legal predecessor RZB), the Issuer accepted contract clauses providing for a termination right of the creditor in the event of a so-called "group cross default". This term refers to the creditor's acceleration right if certain principal subsidiaries of the Issuer default on certain payments.

The performance of such payment obligations by subsidiaries cannot always be controlled by the Issuer, even if it holds a (direct or indirect) majority interest. Furthermore, subsidiaries generally are subject to the same risks as the Issuer. The likelihood and effects on the asset and financial position and result of operations of subsidiaries of the occurrence of any risk may differ substantially from the Issuer's situation. The future occurrence of a "group cross default" cannot be precluded. Such a group cross default could give rise to sudden liquidity requirements in order to repay liabilities accelerated in this context. Such necessary liquidity may be available only on very unfavorable terms and conditions or not at all. This would have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

- Additional payment obligations of the Issuer due to its membership in the RKÖ

Potential payment obligations due to the Issuer's membership in the RKÖ may have a material adverse effect in the event of a member's insolvency.

As of the Reorganisation Date, the Issuer has become a member of the RKÖ (see section 1.1.2 "Major recent events in the context of the Issuer's Business activities that are highly relevant for the evaluation of its solvency" of this Base Prospectus). RKÖ is an association founded in 2000 that, supplementary to the statutory Austrian deposit guarantee system, guarantees up to 100 per cent. of its member banks' customer deposits in certain circumstances. All members of the association assume contractual liability to the effect that they, under certain circumstances, jointly guarantee the timely payment of all customer claims so guaranteed – i.e. in particular customer deposits and claims under non-subordinated direct issues – of insolvent RKÖ members. Funds are raised within the RKÖ in the form of basic membership fees to cover ongoing administrative expenses and – upon occurrence of a customer guarantee event – in the form of special membership fees to settle guaranteed customer claims. Any insolvency of a member of the association and the Issuer's related obligation to settle guaranteed customer claims against such insolvent member may have a material adverse effect on the Issuer's asset and financial position and result of operations so that the Issuer might not or only to a limited extent be able to meet its obligations under the Notes.

#### *Industry-specific and overall economic environment – CEE-specific risks*

As in the case of all internationally active enterprises of the financial sector, the economic situation of RBI and thus *inter alia* its ability to duly meet its obligations under the Notes are generally strongly affected by the overall economic environment as well as in particular by industry-specific developments and events.

Thus there is a strong dependence

- on the overall economic environment where RBI and RBI Group are mainly active,
- on the industry-specific environment, in particular the development of the financial markets (see market risks described below), and
- in particular the general economic and political situation in the CEE countries.

As the parent company of bank subsidiaries and numerous leasing companies in the markets and regions set forth below, the Issuer is, as a matter of course, subject to the political, economic (unemployment, inflation, economic growth, etc.) and currency-related factors and resulting risks specific to these markets.

In addition to its activities in Austria and individual branch offices in Western Europe, the USA and Asia, the RBI Group is currently active, via operating companies, in the following markets and regions:

- Central Europe ("CE"): Czech Republic, Hungary, Poland, Slovakia, Slovenia;
- South-East Europe ("SEE"): Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Kosovo, Moldova (Moldova is due to the economic links to Romania and the corresponding management organization within the Group included there), Romania, Serbia;

- Commonwealth of Independent States ("CIS"): the former Soviet Republics Belarus, Kazakhstan, Russia and Ukraine

These markets and regions are collectively referred to as Central and Eastern Europe "CEE".

As in the case of all countries and regions that have undergone or are undergoing material changes, the CEE nations are - compared to the "old" EU member states – to a higher or lesser degree (depending on their current stage of development) subject to increased political, economic, legal and social changes and thus also to the related risks, such as exchange rate fluctuations, regulatory changes, inflation, economic recession, local market disruptions, tension in the labor market in combination with changes in social values, ethnical conflicts, fluctuations and declines in income, decreasing birth rates, rising life expectancy, etc. In particular those nations of the region that are not EU member states, on the average, do not yet enjoy the same stability as the EU nations and the probability of significant changes in the legal, taxation, currency control, real estate, insurance, privatization, healthcare and public finance sectors, to name but a few, is significantly higher in these regions.

- Acquisition and integration risk – unidentified risks and expenses may be incurred

In the past years, the RBI Group carried out extensive acquisitions and investments in these regions.

– General integration risk: the integration process may fail.

Such acquisitions pose significant challenges with respect to management and funding, in particular in the following areas

- integration of the acquired company in the human resources, infrastructure, management information systems, general reporting, IT, risk management and controlling areas
- achievement of synergies and cost control as intended
- coping with regulatory, legal and contractual tasks and barriers with respect to the acquisition
- integration/homogenization of different corporate and management cultures

and, where the integration process fails, involve the risk of a material negative impact on the Issuer's asset and financial position and result of operations.

– Occurrence of unidentified risks in relation to acquisitions: liabilities as well as credit or market risks may not be identified or precisely determined.

The RBI Group may be confronted with risks not identified in the context of due diligence activities that only become apparent upon completion of an acquisition in the wake of integration efforts. The RBI Group may also be unable to avoid all risks arising in connection with the companies acquired by using customary contractual representations and warranties. Any potential claims under such representations and warranties may have prescribed at the time the relevant risk eventuates. In addition, cross-border acquisitions, primarily in countries where the RBI Group has previously not been represented, constitute a special challenge due to language barriers and cultural differences, varying business practices and political or legal systems.

As a rule, all liabilities of the target company are assumed in the context of acquisitions of enterprises or equity interests. There can be no assurance that all liabilities of a company will actually be identified prior to its acquisition or that adequate representations and warranties may be obtained from the seller with respect to its assets and liabilities. If, for example, the scope of the credit or market risk associated with any acquired company cannot be identified and precisely determined prior to its acquisition, this may result in unexpected losses after the takeover. Furthermore, the unscheduled and/or inefficient implementation of integration measures, unexpectedly high integration expenses or risks as well as an inadequate increase in profitability may lead to the non-achievement of projected synergies. Unexpected losses as well as the non-occurrence of synergies expected as a result of acquisitions may have a material negative impact on the Issuer's asset and financial position and result of operations and affect its ability to meet its obligations under the Notes.

In the wake of the integration process referred to above with respect to newly acquired subsidiaries, unforeseen difficulties may arise or substantial additional costs may be incurred by the RBI Group, in particular as a result of unstable or changed political and economic conditions. If the RBI Group were unable to successfully integrate the companies acquired, if costs or operational risks associated with the integration process exceeded expectations or if the RBI Group were unable to sufficiently increase or otherwise improve the profitability of companies acquired or to be acquired in the future, projected synergies would not be achieved (in full). This may have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

– Anti-trust laws or similar provisions may make future acquisitions more difficult.

In accordance with the strategy of the RBI Group, there may be further acquisitions in the future. Such additional acquisitions may be made more difficult by anti-trust laws or similar legal provisions.

- Still developing legal systems in the CEE region, in particular taxation systems, may have a material negative impact on the Issuer.

The legal systems of most CEE nations underwent fundamental changes in the past few years. The legal systems in some CEE countries are still in the development stage which results in the inconsistent application and interpretation of rules of law. The lack of past experience, legal precedents or other interpretation aids that are binding on and serve as guidelines for legal practitioners is problematic in this respect.

In particular, the companies of the RBI Group are subject to a large number of tax norms that in some cases have only been in effect for a very short period of time, are frequently amended and enforced by various political subdivisions. There are hardly any legal precedents for such enforcement and administrative practices may be unpredictable. Taxpayers often have to take recourse to the courts to defend their position against the fiscal authorities. The lack of collectibility in some CEE countries furthermore results in new taxes being continuously introduced to make up for this. Therefore, there is a risk that companies of the RBI Group may be subject to unforeseeable and burdensome taxation. In some CEE countries, tax returns and taxation matters are not subject to the statute of limitations and thus might be addressed by the authorities for years afterwards. Therefore, the tax risk in some CEE countries is significantly higher than in other countries whose tax systems are based on a longer historical development.

Also it may be impossible in individual jurisdictions to obtain judicial assistance or other relief within an appropriate period of time. This may in particular have a material negative impact on the legal enforcement of loan collateral which is in many cases mandatory.

As parliamentary democracies have developed only recently in some CEE countries, any changes in political or legal paradigms are also less predictable than in the "old" EU countries. This may have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

- Risk of direct government intervention in the CEE markets such as seizures of physical and/or financial assets

The risk of direct government intervention in times of economic crisis is generally considered higher in the CEE markets where the Issuer is active than in the countries of Western Europe. When under economic pressure, the governments of these countries may in certain circumstances be more inclined to enforce measures in order to minimize negative effects on their economies, including various types of limitations on transactions, currency restrictions or even a payment moratorium – such as the one imposed by the Russian government in August 1998 against foreign contracting parties with respect to the servicing of bank bonds - or the seizure of physical or financial assets. In the wake of the previous development of the financial and economic crisis, regulatory authorities in some countries in the CEE region where RBI is active have prohibited, or at least explicitly recommended to refrain from, dividend distributions by banks for a limited period of time. Due to their business model, the asset and financial position and result of operations of the Issuer and the RBI Group are very sensitive to political and social developments in the CEE region and the performance of the relevant economies. Due to such potentially material adverse effects on the asset and financial position and result of operations, the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

- Decline in growth rates – negative impact on result of operations

Due to their close economic and financial links to Western Europe, the global financial and economic crisis also extended to the countries of Central and Eastern Europe. Growth rates in the CEE region, which previously to the crisis had been high when compared on an international scale, as well as the growth rates of the RBI Group in the CEE region declined markedly or, as was the case in 2009, a negative economic growth was recorded in all countries of the CEE region, with the exception of Poland.

Thus growth in the banking sector in the CEE region could slow down significantly from its high pre-crisis levels or may even turn negative. This development may have a negative impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

- Refinancing risk (and related concentration risk for the Issuer) as a result of the withdrawal of local deposits

Some RBI subsidiaries in the CEE region are refinanced by local deposits (this varies from country to country) which, in some cases, are not denominated in local but rather in foreign currencies such as the Euro. To close this funding gap, the Issuer provides intragroup refinancing to its local subsidiaries, in particular in CEE markets that have recorded strong growth in the past, such as Ukraine and Russia. In case of a continuous negative economic development, there would be a risk that local deposits may be withdrawn and refinancing opportunities for subsidiaries in the money and capital markets might decline. Therefore, RBI might be obliged – factually if not legally – to further increase intragroup refinancing facilities, for example in Euros, to replace such withdrawn funds. Any refinancing facilities already extended to Group entities in the CEE region and to be increased in the future also constitute a concentration risk which may be severe in the event of a default by one or several of these subsidiaries and thus might have a material adverse impact on the Issuer's and RBI Group's asset and financial position and result of operations. Due to these potential material negative effects on the asset and financial position and result of operations, the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

- Write-down of goodwill

The Issuer and the RBI Group might be obliged to write down goodwill of Group companies. A continuous economic downturn in the CEE region and the related effects may result in write-downs of goodwill of Group companies active in the area and thus have a negative impact on the Issuer's asset and financial position and result of operations. Due to these potential material negative effects on the asset and financial position and result of operations, the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Country risk – and related non-payment*

The country risk refers to the transfer and convertibility risk as well as to the political risk arising from cross-border transactions or direct investments in third countries and relates to the risk of economic as well as political instability. *Inter alia* a potential shortage of foreign currency or transfer restrictions might result in a prohibition on transfers of funds and thus in non-payment. Political events, such as for example changes in the political balance of power or national and international crisis situations, may also lead to the materialization of such risks (non-receipt of contractually agreed payments, business disruption, non-feasibility of transactions) and thus to the loss of earnings/assets of the Issuer.

#### *Market risk/market risks relating to the financial markets*

This refers (pursuant to § 2 BWG) to the general and specific risk position assumed by the Issuer on the asset or liability side with respect to interest-related instruments, asset value and investment certificates and shareholder value, commodities, foreign currencies, etc.

The primary market risk associated with the Issuer's operations relates to potential losses arising from changes in the financial markets due to fluctuating or changing interest rates (interest rate fluctuation risk), exchange rates or market prices of securities (currency/price fluctuation risk) as well as prices in general (directly observable prices, such as indices and commodities, as well as indirectly observable prices, such as volatilities and correlations) which in turn reflect and/or result from or may reflect and/or result from developments in other markets, for example oil prices, etc. (other price risks). Furthermore, this refers to the basis risk (i.e. the risk of different price developments of two similar but not identical positions (basis)).

The Issuer's positions that are subject to market risks and, depending on the Issuer's investment objective or the accounting principles to be complied with, to be considered banking book securities or trading book securities either derive from customer business or positions deliberately taken for the Issuer's own account. The market risk with respect to RBI's trading securities mainly relates to the currency risk arising from the equity capital of foreign Group entities held in foreign currencies and the relevant hedging transactions controlled by the asset-liability management division.

There can be no assurance that such risks will not become severe and thus have a negative impact on the Issuer's asset and financial position and result of operations as well as, in particular, its profitability.

#### *Negative development of competitive situation*

The Issuer and the RBI Group/RZB Group are subject to intense competition in all business areas which may have a material adverse impact on the Issuer and the RBI Group.

The banks of the RBI Group compete with a large number of international financial institutions and local competitors, retail and commercial banks, mortgage banks, investment banks, securities companies and other enterprises in the financial services sector. The consolidation of the worldwide financial services sector creates

competitors with extensive product and service portfolios, more ready access to liquidity as well as greater efficiency and pricing power. Due to their global presence, these competitors might appear more attractive to major multinational clients than the Issuer or the RBI Group.

Local banks in some cases have a much stronger presence in individual markets than the Issuer and the RBI Group. Some network banks of the RBI Group hold only a relatively small market share in their relevant domestic market. In many markets, there are well-established local banks with a larger number of branch offices, offering customers a broader range of products and services. Major local competitors also have sound business relationships with local customers. Therefore, local banks have competitive advantages in several markets which may make it more difficult for the Issuer and the RBI Group to continue to successfully compete in these markets.

With the increasing maturity of the CEE markets, an intensified competition from global and local financial institutions and thus declining interest margins may be expected in particular in the most recent EU member states as well as in the remaining pre-accession countries. Especially competitors already active within the EU will expand their presence to these countries. Primarily in view of the more constrained demand for loans in the wake of the financial and economic crisis, customers may migrate to competitors, for example if these pursue a less risk-averse business strategy than the RBI Group. The competitiveness of the Issuer and the RBI Group will largely depend on their ability to rapidly adapt to new market developments and trends. Should the Issuer and the RBI Group be unable to effectively compete with large local competitors and major international financial institutions, this would have a material adverse impact on the business and thus the asset and financial position and result of operations of the Issuer. Due to these potential material negative effects on the asset and financial position and result of operations, the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Counterparty risk/default or migration risk*

The counterparty risk arising from transactions with contractual partners/counterparties (private and business customers, other banks or sovereign/public borrowers, etc.) refers to the risk that a contracting party may not meet/be unable to meet its contractually agreed obligations, in particular payment obligations (default on performance/payments) which may have an adverse impact on the Issuer's earnings and financial situation. In particular in the lending business, the risk of a full default on a counterparty's payment obligations is referred to as the default risk and the risk of an increased default probability is referred to as the migration risk.

Any materialization of the counterparty or credit risk in the form of any default on performance and/or payment may have a material adverse impact on the Issuer's asset and financial position and result of operations and affect its ability to meet its obligations under the Notes.

The Issuer provides for potential losses relating to the materialization of the counterparty or credit risk in conformity with applicable accounting principles and risk control mechanisms. Appropriations to risk provisions are based on the Issuer's estimate of the counterparty or credit risk. While in particular the counterparty risk among banks has increased sharply in the wake of the financial and economic crisis, an increase in defaults in the customer business can now also be assumed. Due to the Issuer's activities in the CEE region, it is in particular confronted with the risk of a general economic downturn or any other events triggering an increase in defaults in this region. In 2009, the number of non-performing loans ("NPL") rose markedly, in particular in the Ukraine, Russia and Hungary, due to the problematic economic development in these countries.

Should the default rate exceed current estimates, loan loss provisions would not be sufficient to cover losses. This would have a negative impact on operating profit and may thus adversely affect the asset and financial situation and result of operations of the Issuer and the RBI Group. Due to these potential material negative effects on the asset and financial position and result of operations, the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Decline in market value of loan collateral – inadequate provision of security*

The market value of any loan collateral, in particular security interests in real property, may be subject to cyclical fluctuations which may be reflected in changes in the supply of and demand for rental properties and rents obtainable in the market, the credit standing of tenants as well as changes in the supply of and demand for real properties for sale. Real estate income may not be sufficient to cover ongoing payments of principal and interest with respect to financing transactions.

The Issuer and other companies of the RBI Group *inter alia* offer financing transactions mainly to be secured by real property. In this context, the appraisal of real property is mainly based on the gross rental methods that mainly take into account the rental income from the relevant property. In particular commercial properties are subject to cyclical fluctuations reflected in changes in the supply of and demand for rental properties and rents obtainable in the market, the credit standing of tenants as well as changes in the supply of and demand for real properties for sale and the

external funding available in the market for property purchases. The value of real properties is also affected by the legal terms and conditions relating to tenant and other rights granted with respect thereto (lease term, termination rights, etc.) and not least also by natural disasters and terrorist attacks.

Especially in phases of economic decline, such as the international financial and economic crisis, the income generated from real property may not be sufficient to cover ongoing payments of principal and interest with respect to financing transactions so that there is a risk of default. Any such default may not be sufficiently covered by real property provided as security as the relevant properties might be subject to impairment.

Due to the economic slowdown and lack of external funding, real estate values declined substantially in the countries and regions where the Issuer is active. Many project developers were obliged to temporarily postpone or even cancel projects. Should this development continue, this may result in further write-downs of loan collateral which would have a material adverse impact on the quality of the loan portfolio and thus on the Issuer's asset and financial position and result of operations and would affect the Issuer's ability to meet its obligations under the Notes.

#### *Concentration risk*

The concentration risk (pursuant to § 2 BWG) refers to all kinds of negative effects arising from the concentration or interaction of similar or different risk factors or risk types, such as for example the risk associated with loans to the same customer, to a group of related customers, to customers from the same region or industry sector, to customers offering the same services and goods, the application of credit risk minimizing techniques and, in particular, indirect large-volume lendings.

Due to its accounts receivable from borrowers in certain countries or certain industry sectors, as the case may be, the RBI Group is, to varying degrees, subject to a concentration of regional as well as sectorial counterparty credit risks. This may have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Regulatory risks*

- Future development of the banking sector and related regulations, such as Basel II, Basel III, MiFiD (regulatory risks) – competition risks

The companies of the RBI Group are subject to supervision by central banks and other regulatory authorities in all jurisdictions where they are active. Thus the banks of the RBI Group require bank licenses in all jurisdictions or must at least notify the local banking supervision authorities of the conduct of banking operations. The applicable legal norms comprise *inter alia* regulations with respect to capital adequacy, risk management and prevention of money laundering. Compliance with these requirements involves substantial expenses and may significantly restrict potential operations.

Regulatory authorities perform ongoing or regular reviews with respect to the operations of the companies of the RBI Group. Especially in some countries of the CEE region, there is substantial scope of discretion on the part of the authorities and thus a significant degree of uncertainty in relation to the interpretation of legal provisions and standards. Should any breach of law be identified by the regulatory authorities, penalties or more severe sanctions, including the suspension or withdrawal of licenses and concessions or compulsory discontinuation of operations, may ensue. This would have a material adverse impact on the Issuer's asset and financial position and result of operations.

The legal basis as well as judicial and administrative practices in those jurisdictions where the Issuer/companies of the RBI Group is/are incorporated or is/are active may be subject to changes which may have a negative impact in its/their operations.

Also, as a result of the extensive and in some cases excessive regulatory activities of the European Union, there can be no assurance that (i) individual business segments of the Issuer will not be restructured, re-aligned or discontinued at significant administrative expense, and (ii) that the Issuer's operating expenses will generally increase substantially as a consequence of such additional administrative expenses and thus have an adverse effect on the Issuer's operations.

In recent years, the European banking sector – due to the increasing globalization and market transparency - has been confronted with (i) intensified competition on the one hand and (ii) increased centralized regulation on the other hand. Both factors might in different ways give rise to a reduction of profit margins, higher funding costs, higher administrative expenses, etc.

At the same time, the Austrian banking sector is marked by structural deficits compared to most Western European markets. Thus net interest margins in Austria are markedly lower than average margins in Western Europe while the density of branch networks is significantly higher. In combination with the intense competition in the crowded



domestic banking market, this resulted, on the average, in much lower return on equity and less favorable cost-income ratios in Austria compared to the Western European average.

As a matter of course, all risk considerations with respect to RBI must also include the overall economic environment of the Austrian economy; in this context, the condition of the financial sector is of special importance.

- Basel II applies to the Issuer and the majority of its network banks with respect to the determination of the necessary regulatory capital. There may be a risk of the Basel II rules resulting in a marked increase in the necessary regulatory capital in case of any change to the parameters relevant for such calculation.

Since the end of 2008, the Issuer has been applying an internal ratings based approach (IRB approach) for the determination of regulatory capital with respect to credit risks pursuant to the Basel II regulatory framework. The standard approach is still applied to some Group entities in CEE during a transition phase.

RBI is closely watching ongoing discussions in Basel and Brussels relating to the revision of capital adequacy requirements (Basel III, etc.). There is a risk that the new regulations currently being discussed might result in another significant increase in the necessary regulatory capital if the parameters relevant for this calculation are changed. The funding of such capital needs may significantly affect the asset and financial position and result of operations so that the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

- The Austrian Financial Market Authority (*Finanzmarktaufsicht* – "FMA") might prescribe increased capital adequacy requirements to the extent that no adequate limitation of risks arising from bank transactions and banking operations is in place and may be expected in the short term.

Under an amendment to the BWG (insertion of § 70 subparagraph 4a BWG), the FMA was authorized, in the wake of the financial and economic crisis, to prescribe capital adequacy requirements for credit institutions beyond the statutory minimum capital requirements to the extent that no adequate limitation of risks arising from bank transactions and banking operations is in place and may be expected in the short term. Due to the anticipated interest disadvantages, such order imposed on the Issuer would have a material adverse impact on the Issuer's asset and financial position and result of operations so that the Issuer may not or only to a limited extent be able to meet its obligations under the Notes.

- In case of severe and/or repeated breaches of regulatory requirements by companies of the RBI Group in any jurisdiction, there may be a risk of the bank license granted being revoked or restricted.

In case of severe and/or repeated breaches of regulatory requirements in any jurisdiction, there may be a risk of the bank license granted being revoked or restricted. As a rule, a variety of compulsory measures are available to bank supervisory authorities to address irregularities. If, for example, a company of the RBI Group has regulatory capital or reserves not in compliance with the statutory minimum requirements, the competent regulatory authority may prohibit such company from extending further loans.

If there is a risk of any member of the RBI Group failing to meet its obligations towards its contractual partners, the competent regulatory authority may prohibit any further asset disposals as well as payment transactions by the relevant bank to avoid such risk, instruct such bank to discontinue its transactions with customers and prohibit the acceptance of payments not intended for the redemption of liabilities. This may have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

- There may be regulatory changes in the areas of employee protection, labor law, social benefits, competition law and taxation.

In addition to the requirements specifically applicable to financial service companies, the RBI Group also has to comply with a number of other requirements relating to general corporate law issues, such as employee protection, labor law, social benefits, competition law and taxation. As these laws and regulations as well as their interpretation are subject to continuous modifications by the competent authorities and are generally becoming increasingly more stringent, the costs incurred in connection with the compliance with such laws and regulations are expected to rise in the future.

Changes in local tax law or other regulations might affect the ability or willingness of the RBI Group's customers to enter into business relationships with the RBI Group. Any non-compliance with applicable laws or regulations might trigger fines or other sanctions imposed by the competent regulatory authorities and affect reputation. If companies of the RBI Group have to pay substantial expenses in order to comply with new regulations, if penalties are imposed or any loss of reputation is suffered, this may have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

- Substantial costs and efforts are incurred in connection with the compliance with increasingly more stringent money laundering regulations and non-compliance involves legal and reputation risks.

The Issuer and its network banks are subject to increasingly more stringent money laundering regulations or sanctions (e.g. of the EU, local regulatory or government authorities, such as the United States Office of Foreign Asset Control ("OFAC")) imposed in connection with the prevention of money laundering, the financing of terrorism and other criminal acts. Economic sanctions may impose restrictions on the operations of the RBI Group and controlling the compliance with all these regulations constitutes a significant financial burden and technical challenge. The Issuer can give no assurance that the RBI Group will at all times be in compliance with all applicable money laundering and similar regulations and that groupwide money laundering standards will be consistently applied by all employees at all Group entities. Any breach of such regulations and even the mere suspicion of any breach may have legal consequences or have an adverse impact on the reputation of the RBI Group and thus significantly affect the asset and financial position and result of operations of the Issuer so that it may not or only to a limited extent be able to meet its obligations under the Notes.

*Replacement risks/frustrated costs in case of any default by contractual partners*

This refers to RBI's risk that, in case of any default by contractual partners, (i) frustrated expenses/project costs with respect to transactions not implemented, (ii) additional expenses relating to the reacquisition of identical positions in the market and, (iii) if no equivalent projects are obtainable, lost profits may be incurred by the Issuer and have a negative impact on its earnings situation.

*Investment exposure – uncertain earnings contribution*

The Issuer holds a large number of equity investments (included in the banking book). There can be no assurance that such equity investments will not make a negative earnings contribution and thus adversely affect the Issuer's economic situation if there is no corresponding return on investment.

*Dependence on the availability of sufficient equity/risk provisions*

There can be no assurance that RBI's equity ratio will be sufficient to cover an event that is unforeseeable from today's point of view. Any decline below the regulatory Tier 1 capital/equity ratio may trigger a need for further equity capital and – if no such equity capital can be raised by the Issuer - may have a material negative impact on the Issuer's ability to continue its operations.

RBI as part of the RZB financial institution group has according to § 30 BWG to rely on the fact that the financial institution group always counts with sufficient regulatory capital according to the BWG; possible infringements or lower deviations of the mother company RZB, which are outside the sphere of influence of the Issuer, may lead to the imposition of appropriate measures by the FMA, which could lead to the limitation or cessation of the business of the Issuer.

*Currency risks – risk of depreciation-related losses*

The Issuer is subject to currency risks with respect to its assets located/denominated outside the Eurozone. In the narrow sense, the currency risk refers to the risk of losses arising from open currency positions. In this context, equity capital held in foreign currencies as well as income and expenses incurred are affected by exchange rate fluctuations: The Issuer/RBI Group settles some of its revenues/transactions in foreign currencies. Exchange rate fluctuations also have an impact on capital adequacy requirements with respect to foreign currency assets even if the same have been refinanced in the same currencies and with matching maturities so that there are no open currency positions: many companies of the RBI Group draw up their accounts in local currencies so that the items of their financial statements have to be converted into Euros for purposes of consolidation in the Issuer's consolidated financial statements. Further, a major part of RBI's risk assets are not denominated in Euros. Therefore, exchange rate fluctuations may have a significant adverse impact on the Issuer's asset and financial situation and result of operations and, in particular, result in fluctuations in RBI's consolidated capital as well as in changes to credit risk related capital adequacy requirements.

A marked depreciation of the relevant local currency against the Euro may make it more difficult for foreign currency loan customers to repay their loans. Even in those cases where loans are extended to customers in foreign currencies, for example in Euros outside the Eurozone, such customers usually generate a large portion of their income in local currencies so that they are subject to currency risks. For example, a significant depreciation of the relevant local currency against the Euro would make it more difficult for these customers to repay their loans and the Issuer's credit risk with respect to these customers as well as default rates may increase. There are similar risks (customer default, need for depreciation) with respect to foreign currency derivatives sold by the Issuer's network banks, such as swaps, forwards and options relating to foreign currencies.

### *Risks relating to the real estate markets – deterioration in value*

With respect to its real property, the Issuer is subject to the risks of the real estate sector, in particular the risk of a decline in the market value of real estate holdings or the risk of a more difficult realization/liquidation of existing assets.

### *Operational risk/unforeseeable events/legal risk*

The operational risk refers to unexpected losses incurred as a result of the inadequacy or failure, as the case may be, of internal processes, people and systems or of external events, including the legal risk. This risk definition is based on the Basel II regulatory framework.

Within this risk category, there is a differentiation in the market between internal risk factors – for example unauthorized actions, theft, fraud, settlement and process errors, business disruptions or system failures – as well as external risk factors, including property damages and fraudulent intent. The occurrence of such events – in particular of any business interruption (for example due to the failure of communication systems, etc.) or system-related default on counterperformance by contractual partners – may cause significant losses to the Issuer.

A missing or insufficient authorization of any contractual partner of RBI to enter into any transaction, contractual defects, incomplete transaction documentation, legal particularities and changes to the legal basis of a transaction may result in claims under the transaction not being legally enforceable so that losses may be incurred by the Issuer.

### *Inadequate risk management*

The risk management activities of the Issuer and RBI Group might be inadequate to cover and control each and every risk in each market environment. Especially the significant market movements caused by the financial and economic crisis might be difficult to depict with the aid of customary statistical/historical models.

The methods and models applied by the Issuer and the RBI Group for risk measurement and control are only close to reality and cannot guarantee with any certainty that each and every risk in every market environment can be identified, hedged and controlled. Especially the significant market movements caused by the financial and economic crisis are difficult to depict with the aid of customary statistical/historical models. Historical models are also inadequate if there are no or limited historical data, such as when entering into new markets or implementing new business models. Other models, such as models based on financial mathematics, largely depend on assumptions and estimates which may prove to be incorrect. Qualitative approaches to controlling unquantifiable risks may be found inadequate.

Therefore, there might be unknown or unidentified risks to the Issuer. There can be no assurance that the risk management system will not be found inadequate or not fail in the future which would have corresponding negative effects on the Issuer's business activities, asset and financial position and result of operations.

### *Dependence on complex information technology systems*

Comprehensive institutional banking services increasingly depend on complex information technology systems ("IT systems"). IT systems are prone to a number of problems, such as software or hardware malfunctions, potential unauthorized access (hacking), physical damages as well as computer viruses and other malware. Furthermore, the RBI-Group's IT systems must be updated at regular intervals to cope with continuously changing operational and regulatory requirements and to accommodate growth and a potential expansion into new markets.

Projects and processes for the further harmonization of IT systems and IT infrastructures, in particular at the most recently acquired Group entities, continue to be under way within the RBI Group. The objective is to ensure centralized compilation and availability of the data of Group companies and branch offices as well as real-time account data. As long as this project has not been completed, incorrect decisions may be made which, in turn, may have a negative impact on the Issuer's business activities, asset and financial position and result of operations.

The RBI Group's IT infrastructure is of a heterogeneous nature and comprises various core systems as well as a relatively large number of additional IT systems. Therefore, the harmonization of IT systems within the RBI Group in order to establish a consistent IT architecture poses a major challenge to the RBI Group. This complexity could lead to increased efforts and expenses throughout the Group in connection with the adaptation of the IT systems, for example with respect to the adjustments still required with respect to the Basel II regulatory framework, the implementation of a network-wide management information system or country-specific changes, such as in relation to local currencies and special features that may result from a country's settlement, tax or accounting regulations.

The problems, challenges and modernization requirements referred to above constitute significant risks to the operations of the RBI Group. It may not be possible to carry out the necessary modernizations in due time or they may be as not effective as necessary or might not be implemented at budgeted cost. In addition to the expenses

incurred as a result of any failure of IT systems, sanctions may be imposed by regulatory authorities. Consequently, every major disruption of existing IT systems or any failure in connection with the challenges referred to above may have a material adverse impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Risk of potential conflicts of interest due to various business relationships*

If applicable, RBI will be free to enter into other business relationships with its customers, investors or issuers of instruments underlying the Notes and, in particular, to accept funds to be invested, to lend funds and generally to be active in all areas of the banking business. Should a potential conflict of interest with investors arise in connection with any (forthcoming) business transaction of RBI or any of its associates, RBI will disclose such conflict of interest to the extent required by law, provided the conflict of interest has been identified.

Potential conflicts of interest may, for example, arise and adversely affect the investment as set forth below:

- RBI (or another company of the RBI Group) enters into other transactions (e.g. transactions for own account) with respect to the underlying of the Notes and such a transaction is likely to have a negative impact on the relevant underlying (for example if factors affecting the value of the underlying are inherent in the type of transaction entered into).
- Hedging transactions entered into in connection with the Notes or the conclusion of derivative contracts referring to the underlying may in rare constellations affect the market price of the underlying.
- RBI might (*inter alia* in its capacity as market maker or sponsor or depositary bank) exert an influence on the pricing of an underlying (for example of an Austrian share or investment fund) so that the performance of such underlying could vary from the performance in a liquid market.

The direct or indirect shareholders of the Issuer are commercial banks competing with the Issuer. Such activities in the same or similar areas may trigger differences of opinion between RBI and such shareholders and, consequently, either delay or prevent necessary business decisions or result in additional own or external funds being withheld by shareholders. Such development could have a material negative impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Risk of potential conflicts of interest on the part of members of the Issuer's executive bodies*

The following generally applies to all executive bodies members of RBI: In individual cases, conflicts of interest may arise from the RBI Group's banking operations with respect to those companies/foundations, etc. where they are members of the Management Board or Supervisory Board or perform similar functions (see section 6 "Administrative managing and supervisory bodies" of this Base Prospectus) if the Issuer maintains active business relations with said companies.

The Supervisory Board of RBI is almost exclusively composed of qualified banking experts (see section 6 "Administrative managing and supervisory bodies" of this Base Prospectus). To the extent such Supervisory Board members have not been recruited from within the Raiffeisen Banking Group Austria ("**RBG**"), conflicts of interest may arise if they are members of the Supervisory Boards of companies competing with RBI.

Generally, members of executive bodies serving on Management or Supervisory Boards outside the RBI Group may, in individual cases, be confronted with potential conflicts of interest if the Issuer maintains active business relations with said companies.

To the extent that members of executive bodies simultaneously serve on the Management or Supervisory Boards of companies outside the RBI Group, such companies (including the companies of the RBG not related on a group level with the RBI Group) may also compete with RBI.

#### *Dependence on the major shareholder RZB*

The Issuer is majority-owned by RZB and thus is controlled by the latter and its owners. RZB is also a key capital provider and lender to the RBI Group. Should the financial situation of RZB deteriorate, it cannot be precluded that the latter will cease to be available to provide further capital or to act as a guarantor which would make it more difficult for the Issuer to raise capital and may have a material negative impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

#### *Restrictions on subsidiary-related decisions due to minority interests of external shareholders*

Some of the Issuer's subsidiaries have minority shareholders who – depending on the provisions relating to minority interests under the corporate law of the relevant company's jurisdiction of incorporation - may, to varying degrees,

restrict the Issuer's influence on the implementation of certain restructuring measures within the RBI Group. Furthermore, minority shareholders may, depending on their percentage shareholdings and the provisions of the articles of incorporation of the relevant company, *inter alia* be entitled to convene or add items to the agenda of general meetings. Such restrictions of the Issuer with respect to subsidiary-related decisions due to minority interests of external shareholders may have a material negative impact on the Issuer's asset and financial position and result of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes. With respect to some subsidiaries, the Issuer has entered into pooling agreements with the relevant co-shareholders. As a rule, minority shareholders may only be excluded in certain circumstances or subject to certain restrictions.

*Risks associated with certain persons – dependence on qualified executives*

The Issuer's success largely depends on qualified executives and employees the majority of whom has been working for the Issuer for years. The loss of one or several of these executives may have a material adverse effect on the Issuer's business, financial and earnings situation.

In addition, the Issuer's further growth and ability to successfully expand into new markets and to develop new products and services largely depend on its ability to retain existing staff members and recruit new employees who are not only familiar with the local language, local customs and market conditions but also have the necessary qualifications and experience in the banking sector. In the markets where the RBI Group operates or where it might wish to position itself in the future, the number of persons with the required skills is much smaller than in most countries of Western Europe. Due to the competition from other international financial institutions with substantial capital resources with respect to the recruitment of staff in the CEE region, it may become more difficult to pay competitive salaries and to attract and retain qualified employees. This may result in increasing personnel expenses in the future.

If the Issuer were not in a position to attract and retain new talent in strategic key markets or if the demand for qualified employees in the labor market were to boost the Issuer's personnel expenses, this may have a significant negative effect on the Issuer's asset and financial position and result of operations.

*Risks resulting from the Reorganisation*

In view of the combination of major parts of the banking operations of RZB and RI and the realignment of the merged RBI, reference is made to the following risks:

- All financial and non-financial information as well as statistical data relating to the merged RBI or appearing to depict the same (whether or not referred to as "pro forma") are based on historical data of RI and RZB and the transaction appraisal. Such data are exclusively given by way of illustration. With respect to general restrictions and uncertainties associated with the interpretation of forward-looking statements, reference is made to "DESCRIPTION OF RAIFFEISEN BANK INTERNATIONAL AG – 1. Preliminary Remarks – Reorganisation". The transaction may trigger substantial changes in the economic appraisal of the merged RBI which might adversely affect the latter's asset and financial position and result of operations, including the appraisal of equity instruments such as Tier 2 capital and participation capital.
- By combining major business divisions of RZB with those of RI, a larger institution was created at a time of global economic and macro-economic weakness. This may increase financial pressures on RBI which might have an adverse impact on its asset and financial position and result of operations.
- Risks relating to the expansion of operations in the CEE region: RBI is to bundle in particular the operations of both former institutions (RZB and RI) in their domestic markets, Austria and the CEE region, and strengthen their position in the CEE region. The economic success in this area is strongly influenced by the overall economic environment as well as industry-specific developments and events so that there is a significant dependence on the general economic and political situation in the CEE countries which may have a negative impact on the asset and financial position and result of operations of the Issuer.
- Non-occurrence of synergies: RBI assumes that the Reorganisation will involve a substantial synergy potential. The non-materialization of some or all such synergies or their delayed materialization may have a negative impact on the Issuer's asset and financial position and result of operations.
- After registration of the Reorganisation shareholders with a certain minority shareholding could require a judicial review of the exchange ratio. If in such proceeding the exchange ratio is found inadequate the shareholders have a right for compensation by cash payments. Some shareholders have announced prior to the Reorganisation that they will request such review. In case RBI is required to pay a cash compensation this could have a negative impact on the Issuer's asset and financial position and result of operations.

- The integration of major business divisions of RZB with those of RI is a complex and time-consuming project placing substantial demands on the Group's management. Consequently, other areas may not be adequately supervised which might have a negative impact on current operations. The preparation and implementation of the integration also involves a number of decision-making processes. In addition, such integration involves significant expenses and investments. Furthermore, unexpected risks and problems may arise that presently cannot be foreseen and assessed by the Management Board. The occurrence of such risks and problems may make integration more difficult and in particular result in an increase of the cost of the integration process that was not factored in the calculation. Each of these factors may have a material negative impact on the asset and financial position and result of operations of the Issuer.

### **Risk Factors Regarding the Notes**

*Notes may not be a suitable investment for all investors*

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolio. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

### *Liquidity Risk*

Application has been made in order for the Notes to be issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange, to be traded on the Regulated Market "*Bourse de Luxembourg*" of the Luxembourg Stock Exchange and application may be made to admit the Notes on the Second Regulated Market ("*Geregelter Freiverkehr*") of the Vienna Stock Exchange or on any other stock exchange. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there can be no assurance that any liquid secondary market for the Notes will develop or, if it does develop, that it will continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If the Notes are not listed on any stock exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor might not be able to sell its Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Investors should note that the prevailing and widely reported global credit market conditions (which continue at the date hereof) have adversely affected the liquidity not only in the primary market but also in the secondary market for debt securities issued by the Issuer and may affect the liquidity of any primary or secondary market in which Notes to be issued by the Issuer may be traded. The Issuer cannot predict when these circumstances will change.

### *Market Price Risk*

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The Holder of Notes is therefore exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the holder sells the Notes prior to the final maturity of such Notes. If the Holder decides to hold the Notes until final maturity the Notes shall be redeemed at the amount set out in the relevant Final Terms.

### *Risk of Early Redemption*

The applicable Final Terms will indicate whether the Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates determined beforehand or whether the Notes will be subject to early redemption upon the occurrence of an event indicated in the applicable Final Terms (early redemption event). In addition, the Issuer will always have the right to redeem the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption its investment will have a lower than expected yield. The Issuer can be expected to exercise its optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise its optional call right if the yield on comparable Notes in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the Issuer may exercise any optional call right irrespective of market interest rates on a call date.

### *Currency Risk/Dual/Multi- Currency Notes*

A Holder of Notes denominated in a foreign currency and a Holder of Dual/Multi-Currency Notes is exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the Euro, for example, will result in a corresponding change in the Euro value of Notes denominated in a currency other than Euro and a corresponding change in the Euro value of interest and principal payments made in a currency other than in Euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the Euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in Euro falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

### *Fixed Rate Notes*

A holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of Fixed Rate Notes as indicated in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market for issues of the same maturity ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate. If the market interest rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate. If the Holder of Fixed Rate Notes holds such Notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes. The same risk applies to Step-Up Notes and Step-Down Notes if the market interest rates in respect of comparable Notes are higher than the rates applicable to such Notes.

### *Floating Rate Notes*

Floating Rate Notes tend to be volatile investments. A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to

determine the profitability of Floating Rate Notes in advance. If Floating Rate Notes are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, the market value may be more volatile than those for Floating Rate Notes that do not include these features. If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the interest rates on interest payable will be increased. The effect of a cap is that the amount of interest will never rise above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar Floating Rate Notes without a cap.

Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

#### *Inverse/Reverse Floating Rate Notes*

Inverse Floating Rate Notes (also called Reverse Floating Rate Notes) have an interest rate which is determined as the difference between a fixed interest rate and a floating rate reference rate such as the Euro Interbank Offered Rate (EURIBOR) or the London Interbank Offered Rate (LIBOR) which means that interest income on such Notes falls if the reference interest rate increases. Typically, the market value of Inverse Floating Rate Notes is more volatile than the market value of conventional floating rate notes based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest payable on the Notes, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of such Notes.

#### *Fixed to Floating Rate Notes*

Fixed to Floating Rate Notes bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed to Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes relating to the same reference rate. In addition, the new floating rate at any time may be lower than the interest rates payable on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing interest rates payable on its Notes.

#### *Zero Coupon Notes*

Zero Coupon Notes do not pay interest periodically. Instead, the difference between the redemption price and the issue price constitutes interest income until maturity. A holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing Notes with a similar maturity.

#### *Index Linked Notes*

Index Linked Notes may either be issued as Index Linked Interest Notes whose payments of interest will be made by reference to a single index or a basket of indices or other factors (including changes in the price of securities and commodities or movements in exchange rates) and/or such formula as may be specified by the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms) or as Index Linked Redemption Notes where payment of principal will be calculated by reference to a single index or a basket of indices or other factors (including changes in the price of securities and commodities or movements in exchange rates) and/or such formula as may be specified by the Issuer and the relevant Dealer (as indicated in the applicable Final Terms) or may be issued as a combination of Index Linked Interest Notes and Index Linked Redemption Notes.

If payment of interest is linked to a particular index, a Holder of an Index Linked Interest Note is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income or may even receive no interest at all which may have the effect that the yield of an Index Linked Interest Note is negative. If payment of principal is linked to a particular index, a Holder of Index Linked Redemption Notes is particularly exposed to the risk that the redemption amount is uncertain. Depending on the calculation of the redemption amount, the yield of an Index Linked Redemption Note may be negative and an investor might lose the value of its entire investment or parts of it.



The Issuer has no control over a number of matters, including economic, financial and political events that are important in determining the existence, magnitude and longevity of these risks and their results.

Investors should be aware that the market price of Index Linked Notes may be very volatile (depending on the volatility of the relevant index). Neither the current nor the historical value of the relevant index should be taken as an indication of the future performance of such index during the term of any Note.

The more volatile the relevant index is, the greater is the uncertainty in respect of interest income and repayment amount. Uncertainty with respect to interest and repayment amount make it impossible to determine the yield of Index Linked Notes in advance.

#### *General Risks in respect of Structured Notes*

In general, an investment in Notes whose premium and/or interest and/or principal is determined by reference to one or more values of currencies, commodities, interest rates or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security. Such risks include the risks that the Holder of such Notes will receive no interest at all, or that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that the Holder of such Notes could lose all or a substantial portion of the principal of its Notes. In addition, investors should be aware that the market price of such Notes may be very volatile (depending on the volatility of the relevant currency, commodity, interest rate, index or formula).

Neither the current nor the historical value of the relevant currencies, commodities, interest rates or other indices or formulae should be taken as an indication of future performance of such currencies, commodities, interest rates or other indices or formulae during the term of any Note.

#### *Risk of Interest Conversion*

The Issuer may have the right on each Interest Payment Date not to pay interest on the Notes but to increase the principal amount of such Notes instead accordingly. If the Issuer exercises its option, the Holder would not receive an interest payment on one, several or all relevant Interest Payment Dates and would therefore be subject to the risk of unpredictable cash flows from its investment in the Notes. In addition to that, the repayment of a higher principal amount including accrued interest could have an unfavourable effect on the tax treatment of the Holder's investment.

#### *Risks in connection with Caps*

If the interest rate and/or the redemption amount of an issue of Notes are not fixed but will be determined according to the structure of Notes as set out in the relevant Final Terms of the Notes, these issues may also be equipped with a cap. The effect of a cap is that the amount of interest and/or the redemption amount will never rise above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similarly structured Notes without a cap.

#### *Risk of Potential Conflicts of Interest in the case of an Underlying*

Each of the Issuer, the Dealer(s) or any of their respective affiliates not only issue Notes but also have other business areas which independently do business with companies that might be part of an underlying of securities (*e.g.*, but not limited to, an index, single shares or baskets). It cannot be ruled out that decisions made by those independent business areas may have a positive or a negative impact on the underlying value.

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions and may perform services for the Issuer and its affiliates in the ordinary course of business.

#### *Equity Linked Notes*

Equity Linked Notes may either be issued as Equity Linked Interest Notes whose payment of interest will be calculated by reference to a single equity security or a basket of equity securities or other factors and/or such formula and on such terms as indicated in the applicable Final Terms or as Equity Linked Redemption Notes where payment of principal will be calculated by reference to a single equity security or a basket of equity securities or other factors and/or such formula or as a combination of them and on such terms as indicated in the applicable Final Terms. Equity Linked Redemption Notes may also provide that the redemption will be by physical delivery of reference items.

Accordingly, an investment in Equity Linked Redemption Notes may bear similar or higher risks as a direct equity investment and investors should take advise accordingly. In the case of Equity Linked Redemption Notes, the investor may lose the value of its entire investment or part of it.

#### *Credit Linked Notes*

A Holder of a Credit Linked Note is exposed to the credit risk of the Issuer and that of one or more Reference Entities (as indicated in the applicable Final Terms). There is no guarantee that a Holder of such Notes will receive the full principal amount of such Notes and interest thereon and ultimately the obligations of the Issuer to pay principal under such Notes may be reduced to zero. Accordingly, an investment in Credit Linked Notes involves a high degree of risk which can only be adequately assessed where an investor has sufficient knowledge and experience to evaluate the merits and risks of investing in such Notes and has access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks.

The Issuer's obligations in respect of Credit Linked Notes are irrespective of the Issuer's credit exposure to a Reference Entity and the Issuer need not suffer any loss or provide evidence of any loss as a result of the occurrence of a Credit Event (as indicated in the applicable Final Terms).

The Issuer may deal in any obligation of a Reference Entity (as indicated in the applicable Final Terms) and may, where permitted, accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with, a Reference Entity or any other person or entity having obligations relating to such Reference Entity, and may act with respect to such business in the same manner as each of them would if the Credit Linked Notes did not exist, regardless of whether any such action might have an adverse effect on a Reference Entity or the position of the Holder of Credit Linked Notes.

The Issuer may be in possession of information in relation to a Reference Entity that is or may be material in the context of the Credit Linked Notes and that may or may not be publicly available, and the terms and conditions of such Notes do not impose any obligation on the part of the Issuer to disclose to the Holders any such relationship or information.

#### *Subordinated Notes*

The Issuer may issue Subordinated Notes. The obligations of the Issuer in the case of Subordinated Notes constitute unsecured and subordinated obligations. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer so that in any such event no amounts will be payable under such obligations until the claims of all unsubordinated creditors of the Issuer will have been satisfied in full. No Holder may set off its claims arising under the Notes against any claims of the Issuer. No security of whatever kind is, or will at any time be, provided by the Issuer or any other person securing rights of the Holders under such Notes. No subsequent agreement may limit the subordination pursuant to the provisions set out in § 2 of the Terms and Conditions of the Notes or amend the Maturity Date (as defined in the Terms and Conditions of the Notes) in respect of the Notes to any earlier date or shorten any applicable notice period (*Kündigungsfrist*).

#### *Covered Bank Bonds (Fundierte Bankschuldverschreibungen)*

Although statutory law on Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*) provides that a cover pool shall secure at least the redemption amount and interest on the outstanding Covered Bank Bonds, investors may receive less than their investment.

The Issuer may issue Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*) under the Austrian law of 27 December 1905 regarding Covered Bank Bonds, Imperial Law Gazette 1905 No. 213 as amended (*Gesetz vom 27. Dezember 1905, betreffend fundierte Bankschuldverschreibungen, BGBl. 213/1905 i.d.g.F.* hereinafter "Law on Covered Bank Bonds of Banks") secured by a separate cover pool of assets meeting the requirements set forth in such Act. Statutory law provides that the cover pool shall secure at least the redemption amount and interest of the outstanding Covered Bank Bonds, as well as the likely administration cost arising in case of an insolvency of the Issuer. The Austrian Law on Covered Bank Bonds provides that in case of an insolvency of the Issuer, the cover pool must be sold by a special administrator (who will be appointed by the insolvency court) to a suitable credit institution, which then assumes all obligations in respect of the Covered Bank Bonds. In the event that the special administrator is unable to sell the cover pool to a suitable credit institution, and the cover pool does not hold sufficient assets to meet payments in respect of the Covered Bank Bonds, the assets of the cover pool will have to be liquidated. To the extent there is a shortfall in meeting payments due in respect of the Covered Bank Bonds after

liquidation of the cover pool, claims of the Holders of Covered Bank Bonds would share the rank with claims of other creditors of the Issuer for the payment of any amount outstanding. As a result, investors may receive less than their investment.

#### *Resolutions of Holders*

If the Terms and Conditions of the Notes provide for resolutions of Holders, either to be passed in a meeting of Holders or by vote taken without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As resolutions properly adopted are binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled.

#### *Holder's Representative*

If the Terms and Conditions of the Notes provide for the appointment of a Holder's Representative, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions of the Notes against the Issuer, such right passing to the Holder's Representative who is then exclusively responsible to claim and enforce the rights of all Holders.

## ISSUE PROCEDURES AND GENERAL DESCRIPTION OF THE PROGRAMME

### *General*

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

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

As to whether the Conditions are documented as **Long-Form Conditions** or **Integrated Conditions**, the following applies:

- **Integrated Conditions** will generally be required where the Notes are to be publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- In all other cases, the Issuer may elect to use **Long-Form Conditions** or **Integrated Conditions**.

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

- in the case of Notes publicly offered, in whole or in part, in Germany or Austria, or distributed, in whole or in part, to non-qualified investors in Germany or Austria, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors in Germany or Austria, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of the Fiscal Agent and the Issuer, as specified under "*Names and Addresses*" below.

### *Long-Form Conditions*

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

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

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

### *Integrated Conditions*

If the Final Terms specify that Integrated Conditions are to apply to the Notes, the Conditions in respect of such Notes will be constituted as follows:

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

information set forth in the Final Terms.

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

## TERMS AND CONDITIONS OF THE NOTES

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

**[Im Falle von nicht-konsolidierten Bedingungen:** Die Bestimmungen dieser Anleihebedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "Endgültigen Bedingungen") vervollständigt, geändert oder ergänzt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; sofern die Endgültigen Bedingungen die Änderung oder Ergänzung bestimmter Anleihebedingungen vorsehen, gelten die betreffenden Bestimmungen der Anleihebedingungen als entsprechend geändert oder ergänzt; alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Anleihebedingungen gestrichen, so daß die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

### TERMS AND CONDITIONS OF BEARER NOTES

#### § 1 CURRENCY, DENOMINATION, FORM, DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "Notes") of Raiffeisen Bank International AG (the "Issuer") is being issued in [**Specified Currency**] (the "Specified Currency") in the aggregate principal amount of [**aggregate principal**][**amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**specified Denomination**] (the "specified Denomination").]

[**Other provisions for non-par value Notes.**]

(2) *Form.* The Notes are being issued in bearer form.

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

### ANLEIHEBEDINGUNGEN FÜR INHABERSCHULDVERSCHREIBUNGEN

#### § 1 WÄHRUNG, STÜCKELUNG, VERBRIEFUNG, DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie von Schuldverschreibungen (die "Schuldverschreibungen") der Raiffeisen Bank International AG (die "Emittentin") wird in [**festgelegte Währung**] (die "festgelegte Währung") im Gesamtnennbetrag von [**Gesamtnenn-  
[Betrag]**] (in Worten: [**Gesamtnennbetrag in Worten**]) in der Stückelung von [**festgelegte Stückelung**] (die "festgelegte Stückelung") begeben.]

[**Andere Bestimmungen für nennwertlose Schuldverschreibungen.**]

(2) *Verbriefung.* (a) Die Schuldverschreibungen lauten auf den Inhaber.

[**Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind:**

(a) *Permanent Global Note.* The Notes are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.]

**[In the case of Notes which are initially represented by a Temporary Global Note:**

(a) *Temporary Global Note – Exchange.*

(b) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in the specified Denomination represented by a permanent global note (the "Permanent Global Note" and, together with the Temporary Global Note, the "Global Notes" and, each a "Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(c) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Temporary Global Note. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U. S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 1(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U. S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]

(a) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

**[Im Fall von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind:**

(a) *Vorläufige Globalurkunde – Austausch.*

(b) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "Vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde", und zusammen mit der vorläufigen Globalurkunde, die "Globalurkunden" und jeweils eine "Globalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(c) Die Vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Der Austausch für einen solchen Austausch soll nicht weniger als 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz 2 auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia)

sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

**[b][d)] Clearing System.** The Permanent Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "Clearing System" means **[if more than one Clearing System: each of]** the following: [Clearstream Banking, société anonyme, Luxembourg, ("CBL")] [Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")] [(CBL and Euroclear are each an "ICSD" (*International Central Securities Depository*) and together the "ICSDs")] [Oesterreichische Kontrollbank Aktiengesellschaft ("OeKB")] [,] [and] **[specify other Clearing System].**

**[In the case of Notes kept in custody on behalf of the ICSDs:**

**[In the case the Global Note is an NGN:** The Notes are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

**[In the case the Global Note is a CGN insert:** The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depository on behalf of both ICSDs.]

**[In the case of Euroclear and CBL and if the Global Note is a NGN:** The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount Notes represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. For technical procedure of the ICSDs, in the case of the exercise of a Call Option relating to a partial redemption the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.]

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Notes represented by this [Temporary] [Permanent] Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or

**[b][d)] Clearingsystem.** Die Globalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. "Clearing System" bedeutet **[bei mehr als einem Clearing System: jeweils]** folgendes: [Clearstream Banking, société anonyme, Luxembourg, ("CBL")] [Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("Euroclear")] [(CBL and Euroclear sind jeweils ein "ICSD" (*International Central Securities Depository*) und zusammen die "ICSDs")] [Oesterreichische Kontrollbank Aktiengesellschaft ("OeKB")] [,] [und] **[anderes Clearing System angeben].**

**[Im Fall, dass die Schulverschreibungen von einem ICSD verwahrt werden:**

**[Im Fall, dass die Globalurkunde eine NGN ist:** Die Schuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem Common Safekeeper im Namen beider ICSDs verwahrt.]

**[Falls die Globalurkunde eine CGN ist, einfügen:** Die Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

**[Im Fall von Euroclear und CBL und dass die Globalurkunde eine NGN ist:** Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind massgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bestätigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist in jedem Zeitpunkt ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD. Für das technische Verfahren der ICSDs im Falle der Ausübung einer Call Option hinsichtlich einer teilweisen Rückzahlung wird der ausstehende Rückzahlungsbetrag entweder als reduzierter Nennbetrag oder als Poolfaktor nach Ermessen der ICSDs in das Register der ICSDs aufgenommen.]

Bei jeder Rückzahlung oder jedem Kauf durch oder für die Emittentin und jeder Entwertung von Schuldverschreibungen, die durch diese [Vorläufige][Dauer-]Globalurkunde verbrieft werden, werden die Einzelheiten der Rückzahlung oder des



on behalf of the Issuer in the records of the ICSDs.

(3) *Conditions*. "Conditions" means these Terms and Conditions of the Notes.

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

(5) *Business Day*. "Business Day" means any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is EUR or if TARGET is needed for other reasons:** as well as the Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET")] [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres]**].

## § 2 STATUS

### [Senior Notes:

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

### [Short-term Subordinated Notes, Subordinated Notes and Supplementary Capital Notes:

(1) *Status*. Subordinated obligations may be issued in the form of Short-term Subordinated Notes, Subordinated Notes and Supplementary Capital Notes (collectively "Subordinated Instruments"), in each case under and in accordance with the prevailing provisions of the Austrian Banking Act (*Bankwesengesetz* - "BWG").

Pursuant to § 23 in conjunction with § 45 subparagraph 4 BWG, Subordinated Instruments are obligations representing claims against the Issuer that, in the event of the Issuer's liquidation or insolvency, will be satisfied only after the claims of other unsubordinated creditors.

Subordinated Instruments constitute direct, unconditional, subordinated and unsecured obligations of the Issuer ranking *pari passu* among each other and with all other unsecured subordinated obligations of the Issuer – with the exception of subordinated obligations that are expressed to be subordinated to the Subordinated Instruments. In the event of the Issuer's liquidation or insolvency, any claims for payment

Kaufs und der Entwertung von der oder für die Emittentin in den Registern der ICSDs vermerkt.

(3) Bedingungen. "Bedingungen" bedeutet diese Anleihebedingungen der Schuldverschreibungen.

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

(5) *Geschäftstag*. "Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem das Clearingsystem **[falls die festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird:** sowie das Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET")] betriebsbereit [ist][sind] **[falls die festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln].

## § 2 STATUS

### [Nicht nachrangige Schuldverschreibungen:

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

### [Kurzfristige Nachrangige Schuldverschreibungen, Nachrangige Schuldverschreibungen und Ergänzungskapital-Schuldverschreibungen:

(1) *Status*. Nachrangige Verbindlichkeiten können in Form von Kurzfristigen Nachrangigen Schuldverschreibungen, Nachrangigen Schuldverschreibungen und Ergänzungskapital-Schuldverschreibungen (zusammen "Nachrang-Instrumente") begeben werden, jeweils gemäß und in Übereinstimmung mit den jeweils geltenden Bestimmungen des österreichischen Bankwesengesetzes ("BWG").

Gemäß § 23 i.V.m. § 45 Abs. 4 BWG sind Nachrang-Instrumente solche, welche Forderungen gegen die Emittentin verbriefen, die im Falle der Liquidation oder der Insolvenz der Emittentin erst nach den Forderungen der anderen nicht nachrangigen Gläubiger befriedigt werden.

Nachrang-Instrumente begründen unmittelbare, unbedingte, nachrangige und nicht besicherte Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten nachrangigen Verbindlichkeiten der Emittentin – außer jenen nachrangigen Verbindlichkeiten, welche ausdrücklich den Nachrang-Instrumenten im Rang nachstehen – gleichrangig sind. Im Fall der Liquidation oder der

relating to the Issuer's payment obligations under Subordinated Instruments shall be subordinated to the claims of the Issuer's unsubordinated creditors. They shall, however, rank at least *pari passu* with all other subordinated obligations of the Issuer that are not, pursuant to their Conditions, subordinate to the Subordinated Instruments and rank senior to the claims of shareholders and holders of participation capital of the Issuer.

Subordinated Instruments are not guaranteed by the *Raiffeisen-Kundengarantiegemeinschaft*. Therefore, no deficiency guarantee (*Ausfallsgarantie*) by *Raiffeisen-Kundengarantiegemeinschaft* or any other third party exists.]

#### [Short-Term Subordinated Notes:

Short-Term Subordinated Notes pursuant to § 23 subparagraph 8a BWG refer to the Issuer's Notes that are subordinate in accordance with § 45 subparagraph 4 BWG and fulfil the following criteria:

(a) The total term to maturity must be at least 2 (two) years; if there is no stated maturity or if the Issuer or Holder has an early redemption option, the notice period must be at least 2 (two) years; the Issuer may, however, redeem the Notes without notice after a term of 2 (two) years if it has previously raised capital in an equal amount and of at least the same capital quality; if the Notes are called for redemption due to tax reasons resulting in the payment of additional amounts to the creditor and the Issuer previously has verifiably raised capital in an equal amount and of at least the same capital quality, the term of 2 (two) years will not have to be observed; such replacement must be documented;

(b) the Conditions shall not contain any clauses under which the debt is repayable prior to the Maturity Date except in the event of the Issuer's liquidation or pursuant to subparagraph (a) or under which any modification relating to the ranking of the debt obligation may be made;

(c) the subordination-related provisions must be explicitly specified in any definitive Short-Term Subordinated Notes or global Notes as well as in subscription and purchase orders (§ 864a of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch* – ABGB));

(d) offsetting any claim arising out of the redemption against the Issuer's claims must be excluded and no contractual security for the obligations shall be created by the Issuer or third parties;

Insolvenz der Emittentin gehen die Zahlungsverpflichtungen der Emittentin aus den Nachrang-Instrumenten im Anspruch auf Zahlung den Ansprüchen von nicht nachrangigen Gläubigern der Emittentin im Rang nach. Sie sind jedoch mindestens gleichrangig mit allen anderen nachrangigen Verbindlichkeiten der Emittentin, die nicht ihrerseits gemäß ihren Bedingungen gegenüber den Nachrang-Instrumenten im Rang zurücktreten, und vorrangig vor den Ansprüchen der Aktionäre und den Ansprüchen der Gläubiger von Partizipationsscheinen der Emittentin.

Nachrang-Instrumente werden nicht von der Raiffeisen-Kundengarantiegemeinschaft garantiert. Es besteht daher keine Ausfallsgarantie der Raiffeisen-Kundengarantiegemeinschaft oder sonstiger dritter Personen.]

#### [Kurzfristige Nachrangige Schuldverschreibungen:

Kurzfristige Nachrangige Schuldverschreibungen gemäß § 23 Abs. 8a BWG sind jene Schuldverschreibungen der Emittentin, die nachrangig gemäß § 45 Abs. 4 BWG sind und folgende Bedingungen erfüllen:

(a) Die Gesamtlaufzeit hat mindestens 2 (zwei) Jahre zu betragen; ist eine Laufzeit nicht festgelegt oder eine Kündigung durch die Emittentin oder den Schuldverschreibungsinhaber möglich, ist eine Kündigungsfrist von zumindest 2 (zwei) Jahren vorzusehen; die Emittentin kann die Schuldverschreibungen hingegen ohne Kündigungsfrist nach einer Laufzeit von 2 (zwei) Jahren kündigen, wenn sie zuvor Kapital in gleicher Höhe und zumindest gleicher Eigenmittelqualität beschafft hat; die Frist von 2 (zwei) Jahren muss nicht eingehalten werden, wenn Schuldverschreibungen wegen Änderung der Besteuerung, die zu einer Zusatzzahlung an den Gläubiger führt, vorzeitig gekündigt werden und die Emittentin zuvor Kapital in gleicher Höhe und zumindest gleicher Eigenmittelqualität nachweislich beschafft hat; die Ersatzbeschaffung ist zu dokumentieren;

(b) die Bedingungen dürfen keine Klauseln enthalten, wonach die Schuld unter anderen Umständen als der Auflösung der Emittentin oder gemäß Absatz (a) vor dem vereinbarten Rückzahlungstag rückzahlbar ist oder wonach Änderungen des Schuldverhältnisses betreffend die Nachrangigkeit möglich sind;

(c) Urkunden über Kurzfristige Nachrangige Schuldverschreibungen oder Sammelurkunden sowie Zeichnungs- und Kaufaufträge haben die Bedingungen der Nachrangigkeit ausdrücklich festzuhalten (§ 864a Allgemeines Bürgerliches Gesetzbuch – ABGB);

(d) die Aufrechnung des Rückerstattungsanspruches gegen Forderungen der Emittentin muss ausgeschlossen sein und für die Verbindlichkeiten dürfen keine vertraglichen Sicherheiten durch die Emittentin oder durch Dritte gestellt werden;

(e) no redemption or interest payments may be made that would result in the Issuer's eligible equity falling below the minimum capital adequacy requirements pursuant to § 22 paragraph 7 n<sup>o</sup>s 1 through 5 BWG.]

#### **[Subordinated Notes:**

Subordinated Notes pursuant to § 23 subparagraph 8 BWG refer to the Issuer's Notes that are subordinate within the meaning of § 45 subparagraph 4 BWG and meet the following criteria:

(a) The maturity period must be at least 5 (five) years; if there is no stated maturity period or if the Issuer or Holder has an early redemption option, the notice period must be at least 5 (five) years; the Issuer may, however, redeem the Notes without observing a notice period after a term of 5 (five) years if it has previously raised capital in an equal amount and of at least the same capital quality; if the Notes are called for redemption due to tax reasons resulting in the payment of additional amounts to the creditor and the Issuer previously has verifiably raised capital in an equal amount and of at least the same capital quality (the term of 5 (five) years will not have to be observed); in case of any redemption of Subordinated Capital by the Issuer, such substitution must be documented by the Issuer;

(b) the Conditions shall not contain any clauses under which the debt is repayable prior to the Maturity Date except in the event of the Issuer's liquidation or pursuant to subparagraph (a) or under which any modifications relating to the ranking of the debt obligation may be made;

(c) the provisions relating to subordination must be explicitly specified in any definitive Subordinated Notes or global Notes as well as in subscription and purchase orders (§ 864a of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch – ABGB*));

(d) offsetting any claim arising out of the redemption against the Issuer's claims must be excluded and no contractual security for the obligations shall be created by the Issuer or third parties.]

#### **[Supplementary Capital Notes:**

Supplementary Capital Notes pursuant to § 23 subparagraph 7 BWG refer to the Issuer's Notes that are subordinate within the meaning of § 45 subparagraph 4 BWG and meet the following criteria:

(a) As provided for in the Final Terms, Supplementary Capital Notes are made available to the Issuer for at least 8 (eight) years and cannot be accelerated by the Holder prior to the expiration of this period; early

(e) es dürfen weder Tilgungs- noch Zinszahlungen geleistet werden, die zur Folge hätten, dass die anrechenbaren Eigenmittel der Emittentin unter das Mindesteigenmittelerfordernis gemäß § 22 Abs. 1 Z 1 bis 5 BWG absinken.]

#### **[Nachrangige Schuldverschreibungen:**

Nachrangige Schuldverschreibungen gemäß § 23 Abs. 8 BWG sind jene Schuldverschreibungen der Emittentin, die nachrangig gemäß § 45 Abs. 4 BWG sind und folgende Bedingungen erfüllen:

(a) Die Gesamtlaufzeit hat mindestens 5 (fünf) Jahre zu betragen; ist eine Laufzeit nicht festgelegt oder eine Kündigung durch die Emittentin oder den Schuldverschreibungsinhaber möglich, ist eine Kündigungsfrist von zumindest 5 (fünf) Jahren vorzusehen; die Emittentin kann die Schuldverschreibungen hingegen ohne Kündigungsfrist nach einer Laufzeit von 5 (fünf) Jahren kündigen, wenn sie zuvor Kapital in gleicher Höhe und zumindest gleicher Eigenmittelqualität beschafft hat; die Frist von 5 (fünf) Jahren muss nicht eingehalten werden, wenn Schuldverschreibungen wegen Änderung der Besteuerung, die zu einer Zusatzzahlung an den Gläubiger führt, vorzeitig gekündigt werden und die Emittentin zuvor Kapital in gleicher Höhe und zumindest gleicher Eigenmittelqualität beschafft hat; im Falle der Kündigung von Nachrangigem Kapital durch die Emittentin hat diese die Ersatzbeschaffung zu dokumentieren;

(b) die Bedingungen dürfen keine Klauseln enthalten, wonach die Schuld unter anderen Umständen als der Auflösung der Emittentin oder gemäß Absatz (a) vor dem vereinbarten Rückzahlungstag rückzahlbar ist oder wonach Änderungen des Schuldverhältnisses betreffend die Nachrangigkeit möglich sind;

(c) Urkunden über Nachrangige Schuldverschreibungen oder Sammelurkunden sowie Zeichnungs- und Kaufaufträge haben die Bedingungen der Nachrangigkeit ausdrücklich festzuhalten (§ 864a Allgemeines Bürgerliches Gesetzbuch – ABGB);

(d) die Aufrechnung des Rückerstattungsanspruches gegen Forderungen der Emittentin muss ausgeschlossen sein und für die Verbindlichkeiten dürfen keine vertraglichen Sicherheiten durch die Emittentin oder durch Dritte gestellt werden.]

#### **[Ergänzungskapital-Schuldverschreibungen:**

Ergänzungskapital-Schuldverschreibungen gemäß § 23 Abs. 7 BWG sind jene Schuldverschreibungen der Emittentin, die nachrangig gemäß § 45 Abs. 4 BWG sind und folgende Bedingungen erfüllen:

(a) Ergänzungskapital-Schuldverschreibungen werden der Emittentin, wie in den Endgültigen Bedingungen vereinbart, auf mindestens 8 (acht) Jahre zur Verfügung gestellt und können von den

redemption at the option of the Issuer will only be possible in accordance with subparagraph (b);

(b) for the Supplementary Capital Notes to be eligible as supplementary capital within the meaning of the BWG, their remaining term to maturity must be at least 3 (three) years; the Issuer may redeem the Notes, prior to the expiry of a remaining term to maturity period of 3 (three) years, provided that this is contractually agreed (i.e. pursuant to the Final Terms) and that it has previously verifiably raised capital in the same amount and of at least the same capital quality; such substitution must be documented;

(c) interest on Supplementary Capital Notes may only be paid if such interest payments are covered by the Issuer's distributable profits;

(d) Supplementary Capital Notes may only be redeemed after pro rata deduction of any net losses incurred during their term to maturity.]

**[Covered Bank Bonds (Fundierte Bankschuldverschreibungen):**

(1) *Permissibility.* Pursuant to the provisions of the Austrian Law on Covered Bank Bonds (*Gesetz über fundierte Bankschuldverschreibungen*) dated December 27, 1905, Imperial Law Gazette (R.G.B.L.) No. 213/1905, as amended, and notwithstanding any negative pledges given with respect to existing or future debt instruments, the Issuer is entitled, in accordance with its articles of association, to issue tranches/series of Covered Bank Bonds. The relevant provisions are set forth in more detail in § 18 a) of the Issuer's articles of association (currently as amended under the resolution dated 8 July 2010).

(2) *Provisions under the Austrian Law on Covered Bank Bonds:*

Covered Bank Bonds are bonds issued by specifically authorised credit institutions pursuant to the Austrian Law on Covered Bank Bonds dated 27 December 1905, in particular in consideration of §§ 1 through 5 thereof, which stipulates that a cover pool must be established for preferential coverage.

(3) *Status.* Covered Bank Bonds constitute secured and unsubordinated obligations of the Issuer ranking *pari passu* amongst themselves with respect to the same cover pool.

Schuldverschreibungsinhabern nicht vor Ablauf dieser Frist gekündigt werden; seitens der Emittentin ist eine vorzeitige Kündigung nur nach Maßgabe von Absatz (b) zulässig;

(b) die Restlaufzeit der Ergänzungskapital-Schuldverschreibungen muss für ihre Anerkennung als Ergänzungskapital im Sinne des BWG noch mindestens 3 (drei) Jahre betragen; die Emittentin kann mit Wirksamkeit vor Ablauf der Restlaufzeit von 3 (drei) Jahren ohne Kündigungsfrist kündigen, wenn dies vertraglich (d.h. gemäß den Endgültigen Bedingungen) zulässig ist und sie zuvor Kapital in gleicher Höhe und zumindest gleicher Eigenmittelqualität nachweislich beschafft hat; die Ersatzbeschaffung ist zu dokumentieren;

(c) Zinsen auf Ergänzungskapital-Schuldverschreibungen dürfen nur ausbezahlt werden, soweit sie in den ausschüttungsfähigen Gewinnen der Emittentin gedeckt sind;

(d) Ergänzungskapital-Schuldverschreibungen dürfen nur unter anteiligem Abzug der während ihrer Laufzeit angefallenen Nettoverluste zurückgezahlt werden.]

**[Fundierte Bankschuldverschreibungen:**

(1) *Zulässigkeit.* Nach Maßgabe der Bestimmungen des österreichischen Gesetzes vom 27. Dezember 1905, betreffend fundierte Bankschuldverschreibungen R.G.B.L. 213/1905 idgF sowie unbeschadet eingegangener Negativ-Verpflichtungen aus bestehenden oder künftigen Titeln ist die Emittentin gemäß ihren Statuten berechtigt, Tranchen/Serien Fundierter Bankschuldverschreibungen zu begeben. Die bezüglichlichen maßgeblichen Bestimmungen sind in § 18 a) der Satzung der Emittentin (dzt. in der Fassung des Beschlusses vom 8. Juli 2010) näher ausgeführt.

(2) *Bestimmungen gemäß dem Gesetz über fundierte Bankschuldverschreibungen:*

Fundierte Bankschuldverschreibungen sind von eigens dazu berechtigten Kreditinstituten ausgegebene Schuldverschreibungen gemäß dem Gesetz vom 27. Dezember 1905 betreffend fundierte Bankschuldverschreibungen, insbesondere unter Berücksichtigung von dessen §§ 1 bis 5, für deren vorzugsweise Deckung (Fundierung) eine Kautionsbestellung ist.

(3) *Status.* Fundierte Bankschuldverschreibungen begründen besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in Bezug auf denselben Deckungsstock untereinander gleichrangig sind.

(4) *Cover Pool*. If insolvency proceedings are instituted with respect to the Issuer's assets, the assets registered in the cover register will constitute a special pool of assets for the satisfaction of creditors' claims under the Covered Bank Bonds.]

### § 3 INTEREST

**[In the case of Fixed Rate Notes:**

(1) *Rate of Interest*. The Notes shall bear interest on their aggregate principal amount at the rate of **[Rate of Interest]** per cent. *per annum* from (and including) **[Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the Maturity Date (as defined in § 5(1)).

(2) *Interest Payment Dates*. Interest shall be payable in arrear on **[Interest Payment Date or Dates]** in each year (each such date, an "Interest Payment Date"). The first payment of interest shall be made on **[First Interest Payment Date]** **[if First Interest Payment Date is not first anniversary of Interest Commencement Date]**; and will amount to **[Initial Broken Amount for Specified Denomination]** for each Note. **[If the Maturity Date is not a Interest Payment Date]**: Interest in respect of the period from (and including) **[Interest Payment Date preceding the Maturity Date]** to (but excluding) the Maturity Date will amount to **[Final Broken Amount for Specified Denomination]** for each Note.]

(3) *Adjustment of Interest Payment Dates*. If any Interest Payment Date would fall on a day which is not a Business Day, **[in case of adjustment of Interest Periods]**: the provisions of § 3 ([7]) (*Business Day Convention*) apply] **[in case of no adjustment of Interest Periods]**: the Interest Payment Dates remain unadjusted].

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

**[In the case of Floating Rate Notes:**

(1) *Interest Payment Dates*.

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

(4) *Deckung*. Wird über das Vermögen der Emittentin der Konkurs eröffnet, so bilden die im Deckungsregister eingetragenen Vermögenswerte eine Sondermasse für die Forderungen der Gläubiger der fundierten Bankschuldverschreibungen.]

### § 3 ZINSEN

**[Im Fall von festverzinslichen Schuldverschreibungen:**

(1) *Zinssatz*. Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom **[Verzinsungsbeginn]** (der "Verzinsungsbeginn") (einschließlich) bis zum Rückzahlungstag (wie in § 5 Absatz 1 definiert) (ausschließlich) mit einem Zinssatz von **[Zinssatz]**% p.a. verzinst.

(2) *Zinszahlungstage*. Die Zinsen sind nachträglich am **[Zinszahlungstag(e)]** eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am **[ersten Zinszahlungstag]** **[sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist]**; und beläuft sich auf **[anfänglichen Bruchteilszinsbetrag für die festgelegte Stückelung]** je Schuldverschreibung]. **[Sofern der Rückzahlungstag kein Zinszahlungstag ist]**: Die Zinsen für den Zeitraum vom **[den letzten dem Rückzahlungstag vorausgehenden Zinszahlungstag]** (einschließlich) bis zum Rückzahlungstag (ausschließlich) belaufen sich auf **[abschließenden Bruchteilszinsbetrag für die festgelegte Stückelung]** je Schuldverschreibung].

(3) *Anpassung von Zinszahlungstagen*. Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag ist, **[im Fall einer Anpassung der Zinsperioden]**: gelten die Bestimmungen des § 3 ([7]) (*Geschäftstagekonvention*)] **[im Fall keiner Anpassung der Zinsperioden]**: bleiben die Zinszahlungstage unangepasst].

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

**[Im Fall von variabel verzinslichen Schuldverschreibungen:**

(1) *Zinszahlungstage*.

(a) Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn]** (der "Verzinsungsbeginn") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an

Payment Date.

(b) "Interest Payment Date" means [each [**Specified Interest Payment Dates**] [date which falls [**number**] [weeks] [months] [**other specified periods**] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(c) If any Interest Payment Date would fall on a day which is not a Business Day, [**in case of adjustment of Interest Periods:** the provisions of § 3 ([7]) (*Business Day Convention*) apply] [**in case of no adjustment of Interest Periods:** the Interest Payment Dates remain unadjusted].

(2) *Rate of Interest.* [**if Screen Rate Determination:** The rate of interest (the "Rate of Interest") for the relevant Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11.00 a.m. ([Brussels] [London] [**other relevant location**] time) on the Interest Determination Date (as defined below) [**if Margin:** [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent (as defined in § 6).

"Interest Determination Date" means the [second] [**other applicable number of days**] [Business Day (as defined in § 1 (5))] [[TARGET] [London] [**other relevant location**] Business Day] [prior to the commencement] [prior to the end] of the relevant Interest Period. [**In the case of a TARGET Business Day:** "TARGET Business Day" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET") is operational.] [**In the case of a non-TARGET Business Day:** "[London] [**other relevant location**] Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in [London] [**other relevant location**].]

[**If Margin:** "Margin" means [•] per cent. *per annum*.]

"Screen Page" means [**relevant Screen Page**] or any successor page.

If the Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the [London] interbank market [in the Euro-Zone] at approximately 11.00 a. m. ([Brussels] [London] time) on the Interest

jedem Zinszahlungstag zahlbar.

(b) "Zinszahlungstag" bedeutet [jeder [**festgelegte Zinszahlungstage**] [jeweils der Tag, der [**Zahl**] [Wochen] [Monate] [**andere festgelegte Zeiträume**] nach dem vorausgehenden Zinszahlungstag oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag ist, [**im Fall einer Anpassung der Zinsperioden:** gelten die Bestimmungen des § 3 ([7]) (*Geschäftstageskonvention*)] [**im Fall keiner Anpassung der Zinsperioden:** bleiben die Zinszahlungstage unangepasst].

(2) *Zinssatz.* [**Bei Bildschirmfeststellung:** Der Zinssatz (der "Zinssatz") für die jeweilige Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Angebotsatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr [Brüsseler] [Londoner] [**anderer relevanter Ort**] Ortszeit) angezeigt wird [**im Fall einer Marge:** [zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle (wie in § 6 definiert) erfolgen.

"Zinsfestlegungstag" bezeichnet den [zweiten] [**zutreffende andere Zahl von Tagen**] [Geschäftstag (wie in § 1 Absatz 5 definiert)] [[TARGET] [Londoner] [**zutreffenden anderen Ort**] Geschäftstag] vor [Beginn] [Ende] der jeweiligen Zinsperiode. [**Im Falle eines TARGET-Geschäftstages:** "TARGET-Geschäftstag" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET") betriebsbereit ist.] [**Im Falle eines nicht-TARGET-Geschäftstages:** "[Londoner] [**zutreffenden anderen Ort**] Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [London] [**zutreffenden anderen Ort**] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.]

[**Im Fall einer Marge:** Die "Marge" beträgt [•]% *per annum*.]

"Bildschirmseite" bedeutet [**Bildschirmseite**] oder jede Nachfolgesseite.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotsatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotsätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im [Londoner] Interbanken-Markt [in der Euro-Zone] um ca. 11.00 Uhr ([Brüsseler]

Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR: thousandth of a percentage point, with 0.0005]** **[if the Reference Rate is not EURIBOR: hundred-thousandth of a percentage point, with 0.000005]** being rounded upwards) of such offered quotations **[if Margin: [plus] [minus] the Margin]**, all as determined by the Calculation Agent.

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

"Reference Banks" means **[if no other Reference Banks are specified in the Final Terms: those offices of not less than four such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page.] [If other Reference Banks are specified in the Final Terms, insert names here.]**

**[In the case of the interbank market in the Euro-Zone: "Euro-Zone" means the countries and territories listed in the Annex of Council Regulation (EC) No**

**[Londoner] Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [falls der Referenzsatz EURIBOR ist: Tausendstel Prozent, wobei 0,0005] [falls der Referenzsatz nicht EURIBOR ist: Hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) dieser Angebotssätze [im Fall einer Marge: [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.**

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

"Referenzbanken" bezeichnen **[falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden: diejenigen Niederlassungen von mindestens vier derjenigen Banken, deren Angebotssätze zur Ermittlung des maßgeblichen Angebotssatzes zu dem Zeitpunkt benutzt wurden, als solch ein Angebot letztmals auf der maßgeblichen Bildschirmseite angezeigt wurde.] [Falls in den Endgültigen Bedingungen andere Referenzbanken bestimmt werden, sind sie hier einzufügen.]**

**[Im Fall des Interbankenmarktes in der Euro-Zone: "Euro-Zone" bezeichnet die Staaten und Gebiete, die im Anhang der Verordnung (EG) Nr. 974/98 des Rates vom**

974/98 of 3 May 1998 on the introduction of the euro, as amended.]

**[Other details regarding the Reference Rate or the method of determination]**

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

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

[(3)] *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the aggregate principal amount of the Notes] [the Specified Denomination] [Other provisions for non-par value Notes] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(4)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer as well as any Paying Agent and to the Holders in accordance with § 13 as soon as possible after their determination, but in no event later than the [fourth] [•] Business Day thereafter and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [the first day of the relevant Interest Period] [insert other time]. Each Interest Amount and 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 Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed, any Paying Agent and to the Holders in accordance with § 13.

**[Business Day which differs from the § 1(5) :** For the purposes of this paragraph, "Business Day" means any day (other than a Saturday or a Sunday) on which **[if the Specified Currency is EUR or if TARGET is needed**

3. Mai 1998 über die Einführung des Euro, in ihrer jeweils aktuellen Fassung, angeführt sind.]

**[Sonstige Einzelheiten zum Referenzzinssatz oder zur Methode der Feststellung]**

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

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

[(3)] *Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf [den Gesamtnennbetrag der Schuldverschreibungen] [die festgelegte Stückelung] [Andere Bestimmungen für nennwertlose Schuldverschreibungen] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(4)] *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der Emittentin sowie jeder Zahlstelle und den Gläubigern gemäß § 13 baldmöglichst, aber keinesfalls später als am [vierten] [•] auf die Berechnung jeweils folgenden Geschäftstag und jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst, aber keinesfalls später als [zu Beginn der jeweiligen Zinsperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind, jeder Zahlstelle sowie den Gläubigern gemäß § 13 mitgeteilt.

**[Von § 1 Absatz 5 abweichender Geschäftstag:** Für die Zwecke dieses Absatzes bezeichnet "Geschäftstag" einen Tag (außer einem Samstag oder Sonntag), an dem **[falls die festgelegte Währung EUR ist oder**



**for other reasons:** the Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET") is operational] **[if the Specified Currency is not EUR or if needed for other reasons:** [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres]].]

**[In the case of Zero Coupon Notes:**

(1) *No Periodic Payments of Interest.* There will not be any periodic payments of interest on the Notes.

**[In the case of different Amortisation Yields for individual Interest Periods, set forth applicable provisions (including fallback provisions) herein]**

**[In the case of other structured Notes including Dual Currency Notes, Index Linked Notes, Equity Linked Notes and Credit Linked Notes, insert applicable provisions herein.]**

[(5)] *Accrual of Interest and Default Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall accrue on the [principal][amount] of the Notes from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law<sup>1</sup>.

[(6)] *Day Count Fraction.* "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "Calculation Period"):

**[If Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is equal to or shorter than the Reference Period during which it falls (including in the case of short coupons):** the number of days in the Calculation Period divided by **[in the case of Reference Periods of less than one year:** the product of (1)] the number of days in the Reference Period in which the Calculation Period falls **[in the case of Reference Periods of less than one year:** and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].]

**[If Actual/Actual (ICMA Rule 251) is applicable and**

**TARGET aus einem anderen Grund benötigt wird:** das Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET") betriebsbereit ist **[falls die festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln].]

**[Im Fall von Nullkupon-Schuldverschreibungen:**

(1) *Keine periodischen Zinszahlungen.* Es erfolgen keine periodischen Zinszahlungen auf die Schuldverschreibungen.

**[Im Falle von unterschiedlichen Emissionsrenditen für einzelne Zinsperioden, relevante Bestimmungen (einschließlich Ersatzregelungen) hier einfügen]**

**[Im Fall von anderen strukturierten Schuldverschreibungen, einschließlich Doppelwährungs- Schuldverschreibungen, indexierten Schuldverschreibungen, Equity Linked Schuldverschreibungen und Credit Linked Schuldverschreibungen, anwendbare Bestimmungen hier einfügen.]**

[(5)] *Zinslauf und Verzugszinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, sind die Schuldverschreibungen bezogen auf ihren [Nenn-][Betrag] vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen<sup>1</sup> zu verzinsen.

[(6)] *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

**[Falls Actual/Actual (ICMA Regelung 251) anwendbar ist und wenn der Zinsberechnungszeitraum kürzer ist als die Bezugsperiode, in die der Zinsberechnungszeitraum fällt, oder ihr entspricht (einschließlich im Falle eines kurzen Kupons):** die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr:** das Produkt aus (1)] [die] [der] Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr:** und (2) der Anzahl der Zinszahlungstage, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].]

**[Falls Actual/Actual (ICMA Regelung 251)**

<sup>1</sup> Der gesetzliche Verzugszinssatz beträgt gemäß §§ 288 Absatz 1, 247 BGB für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank halbjährlich veröffentlichten Basiszinssatz.

<sup>1</sup> According to paragraphs 288(1) and 247 of the German Civil Code (BGB), the default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* semi-annually.

**if the Calculation Period is longer than one Reference Period (long coupon):** the sum of:

(A) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[in the case of Reference Periods of less than one year:** the product of (1) the number of days in such Reference Period **[in the case of Reference Periods of less than one year:** and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and

(B) the number of days in such Calculation Period falling in the next Reference Period divided by **[in the case of Reference Periods of less than one year:** the product of (1) the number of days in such Reference Period **[in the case of Reference Periods of less than one year:** and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]]

**[If Actual/Actual (ICMA Rule 251) is applicable:** "Reference Period" means the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date or from (and including) each Interest Payment Date to (but excluding) the next Interest Payment Date. **[In the case of a short first or last Calculation Period:** For the purposes of determining the [first] [last] Reference Period only, **[deemed Interest Commencement Date or deemed Interest Payment Date]** shall be deemed to be an [Interest Commencement Date] [Interest Payment Date].] **[In the case of a long first or last Calculation Period:** For the purposes of determining the [first] [last] Reference Period only, **[deemed Interest Commencement Date and/or deemed Interest Payment Date(s)]** shall each be deemed to be [Interest Commencement Date][and] [Interest Payment Date[s]].]]

**[if Actual/Actual (ISDA):** the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

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

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

**anwendbar ist und wenn der Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon):** die Summe aus:

(A) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr:** das Produkt aus (1) [die] [der] Anzahl der Tage in dieser Bezugsperiode **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr:** und (2) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und

(B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr:** das Produkt aus (1) [die] [der] Anzahl der Tage in dieser Bezugsperiode **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr:** und (2) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären.]]

**[Falls Actual/Actual (ICMA Regelung 251) anwendbar ist:** "Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Falle eines ersten oder letzten kurzen Zinsberechnungszeitraumes:** Zum Zwecke der Bestimmung der [ersten] [letzten] Bezugsperiode gilt der **[Fiktiven Verzinsungsbeginn oder fiktiven Zinszahlungstag]** als [Verzinsungsbeginn] [Zinszahlungstag].] **[Im Falle eines ersten oder letzten langen Zinsberechnungszeitraumes:** Zum Zwecke der Bestimmung der [ersten] [letzten] Bezugsperiode gelten der **[Fiktiven Verzinsungsbeginn und/oder fiktive(n) Zinszahlungstag(e)]** als [Verzinsungsbeginn] [und] [Zinszahlungstag[e]].]]

**[Im Fall von Actual/Actual (ISDA):** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (B) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

**[Im Fall von Actual/365 (Fixed):** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

**[Im Fall von Actual/360:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch

360.]

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

**[if 30E/360 or Eurobond Basis:** the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).]

**[if 360/360:** the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months.]

**[In the case of another Day Count Fraction, set forth applicable provisions herein]**

[(7)] *Business Day Convention.* If the date for payment of any amount in respect of any Note is not a Business Day, it shall be

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

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

**[if preceding Business Day Convention:** the immediately preceding Business Day.]

**[if FRN Convention:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment

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

**[Im Fall von 30E/360 oder Eurobond Basis:** die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Rückzahlungstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).]

**[Im Fall von 360/360:** die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen.]

**[Im Fall eines anderen Zinstagesquotienten, anwendbare Bestimmungen hier einfügen.]**

[(7)] *Geschäftstagekonvention.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann

**[bei Anwendung der folgender Geschäftstag-Konvention:** auf den nachfolgenden Geschäftstag verschoben.]

**[bei Anwendung der modifizierten folgender Geschäftstag-Konvention:** auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

**[bei Anwendung der vorhergegangener Geschäftstag-Konvention:** auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

**[bei Anwendung der FRN-Konvention:** auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag

Date shall be the last Business Day in the month which falls [number] [month] [other specified periods] after the preceding applicable Interest Payment Date.]]

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

#### § 4 PAYMENTS

(1) [(a)] *Payment of Principal.* Payment of principal and any additional amounts in respect of the Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Notes at the time of payment at the specified office of the Fiscal Agent.

#### **[In the case of Notes other than Zero Coupon Notes:**

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

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

**[In the case of Short-Term Subordinated Notes:** Payments of principal or interest may only be made if, as a result of such payment, the accountable own funds of the Issuer do not fall below 100 per cent. of the own funds required pursuant to section 22 para. 1 no. 1 to 5 BWG.)]

**[In the case of Subordinated Notes:** Payments of principal or interest may only be made if, as a result of such payment, the accountable own funds of the Issuer do not fall below 100 per cent. of the own funds required pursuant to section 22 para. 1 no. 1 to 5 BWG.]

**[In the case of Supplementary Capital Notes:** Payments of principal or interest may only be made if net losses incurred during their term to maturity have been deducted on a pro-rata basis. Payments of interest

vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats der [Zahl] [Monate] [andere festgelegte Zeiträume] nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]]

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

#### § 4 ZAHLUNGEN

(1) [(a)] *Zahlungen von Kapital.* Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Emissionsstelle.

#### **[Im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind:**

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

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

**[Im Fall von Kurzfristigen Nachrangigen Schuldverschreibungen:** Zahlungen von Kapital oder Zinsen dürfen nur geleistet werden, wenn dadurch die anrechenbaren Eigenmittel der Emittentin nicht unter 100% des Eigenmittelerfordernisses gemäß § 22 Abs. 1 Z 1 bis 5 BWG absinken.]

**[Im Fall von Nachrangigen Schuldverschreibungen:** Zahlungen von Kapital oder Zinsen dürfen nur geleistet werden, wenn dadurch die anrechenbaren Eigenmittel der Emittentin nicht unter 100% des Eigenmittelerfordernisses gemäß § 22 Abs. 1 Z 1 bis 5 BWG absinken.]

**[Im Fall von Ergänzungskapital-Schuldverschreibungen:** Zahlungen von Kapital dürfen nur unter anteiligem Abzug der während der Laufzeit angefallenen Nettoverluste geleistet werden. Zahlungen

may only be made if such interest payments are covered by the Issuer's distributable profits.]

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

**[In the case of Notes not denominated in Euro:**

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "**Successor Currency**") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

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

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

**§ 5  
REDEMPTION**

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on **[in the case of a specified**

von Zinsen dürfen nur geleistet werden, soweit sie im ausschüttungsfähigen Gewinn der Emittentin gedeckt sind.]

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die Währung des Staates der festgelegten Währung ist.

**[Im Fall von Schuldverschreibungen, die nicht auf Euro lauten:**

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "**Nachfolge-Währung**") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "**anwendbare Wechselkurs**" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

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

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

**§ 5  
RÜCKZAHLUNG**

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am **[im Fall eines**

**Maturity Date insert such Maturity Date] [in the case of a Redemption Month: the Interest Payment Date falling in [Redemption Month]] (the "Maturity Date"). The Final Redemption Amount in respect of each Note shall be [if the Notes are redeemed at their principal amount: its principal amount] [otherwise insert the relevant Final Redemption Amount].**

**[in case of adjustments of Interest Periods insert provisions regarding adjustment of Final Redemption Amount.]**

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

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

**festgelegten Rückzahlungstages, Rückzahlungstag einfügen] [im Fall eines Rückzahlungsmonats: in den [Rückzahlungsmonat] fallenden Zinszahlungstag] (der "Rückzahlungstag") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht [falls die Schuldverschreibungen zu ihrem Nennbetrag zurückgezahlt werden: dem Nennbetrag der Schuldverschreibungen] [ansonsten den entsprechenden Rückzahlungsbetrag einfügen].**

**[im Fall von Anpassungen von Zinsperioden ggf. Regelungen für Anpassung des Rückzahlungsbetrages einfügen.]**

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

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

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

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

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

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

Call Redemption Date(s)  
**[Call Redemption Date(s)]**

Call Redemption Amount(s)  
**[Call Redemption Amount(s)]**

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

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

(i) the Series of Notes subject to redemption;

(ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;

(iii) the Call Redemption Date, which shall be not less than **[Minimum Notice to Holders]** nor more than **[Maximum Notice to Holders]** [days] **[[all relevant financial centers]** Business Days [(as defined in § 1 (5))]] after the date on which notice is given by the Issuer to the Holders; and

(iv) the Call Redemption Amount at which such Notes are to be redeemed.

**["[all relevant financial centres]** Business Days" means any day (other than a Saturday or a Sunday) on

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

**[Falls die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen:**

*(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.*

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

Wahl-Rückzahlungstag (Call)  
**[Wahl-Rückzahlungstag(e)]**

Wahl-Rückzahlungsbetrag/beträge (Call)  
**[Wahl-Rückzahlungsbetrag/beträge]**

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

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

(i) die zurückzuzahlende Serie von Schuldverschreibungen;

(ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;

(iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** [Tage] **[[sämtliche relevanten Finanzzentren]** Geschäftstage [(wie in § 1 Absatz 5 definiert)] nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und]

(iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.

**["[sämtliche relevanten Finanzzentren]** Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder

which **[if TARGET has not yet been defined, insert:** the Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET2) ("TARGET") is operational] **[if TARGET has already been defined, insert:** TARGET is operational] **[and]** commercial banks and foreign exchange markets settle payments in **[all relevant financial centres].]**

[(c)] In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.

**[If the Notes are subject to Early Redemption at the Option of a Holder:**

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

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

Put Redemption Date(s)  
**[Put Redemption Date(s)]**

Put Redemption Amount(s)  
**[Put Redemption Amount(s)]**

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

(b) In order to exercise such option, the Holder must, not less than **[Minimum Notice to Issuer]** nor more than **[Maximum Notice to Issuer]** days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in written form ("Put Notice") . In the event that the Put Notice is received after 5:00 p.m. Vienna time on the **[Maximum Notice to Issuer]** Payment Business Day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised, **[and]** (ii) the securities identification numbers of such Notes, if any. The Put Notice may be in the form available from the specified offices of the Fiscal Agent and the Paying Agent[s] in the German and English language. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

Sonntag), an dem **[falls TARGET noch nicht definiert wurde, einfügen:** das Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET 2) ("TARGET") betriebsbereit ist] **[falls TARGET bereits definiert wurde, einfügen:** TARGET betriebsbereit ist] **[und]** Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln.].]

[(c)] Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearingsystems ausgewählt.

**[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen:**

[(4)] *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

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

Wahl-Rückzahlungstag(e) (Put)  
**[Wahl-Rückzahlungstag(e)]**

Wahl-Rückzahlungsbetrag/beträge (Put)  
**[Wahl-Rückzahlungsbetrag/beträge]**

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung ihres Wahlrechts nach diesem § 5 verlangt hat.

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als **[Mindestkündigungsfrist]** Tage und nicht mehr als **[Höchstkündigungsfrist]** Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle der Emissionsstelle eine schriftliche Mitteilung zur vorzeitigen Rückzahlung ("Ausübungserklärung") zu schicken. Falls die Ausübungserklärung am **[Höchstkündigungsfrist]** Zahltag vor dem Wahl-Rückzahlungstag (Put) nach 17:00 Uhr Wiener Zeit eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird **[und]** (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen der Emissionsstelle und der Zahlstelle[n] in deutscher und englischer Sprache erhältlich ist, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen



**[Senior Notes other than Zero Coupon Notes:**

[(5)] *Early Redemption Amount.*

For purposes of subparagraph (2) of this § 5 and § 9, the Early Redemption Amount of a Note shall be its Final Redemption Amount in accordance with subparagraph (1) of this § 5.]

**[Subordinated Instruments other than Zero Coupon Notes and Supplementary Capital Notes:**

[(5)] *Early Redemption Amount.*

For the purposes of subparagraph (2) of this § 5, the Early Redemption Amount of a Note shall be its Final Redemption Amount in accordance with subparagraph (1) of this § 5.]

**[In the case of Supplementary Capital Notes:**

[(5)] *Early Redemption Amount.*

For purposes of subparagraph (2) of this § 5, the Early Redemption Amount of a Note shall be its Final Redemption Amount after pro rata deduction of net losses incurred during the term of the Notes.]

**[In the case of Zero Coupon Notes:**

[(5)] *Early Redemption Amount.*

(a) For purposes of subparagraph (2) of this § 5 [Senior Notes: and § 9], the Early Redemption Amount of a Note shall be equal to the Amortised Face Amount of the Note in accordance with subparagraph (1) of this § 5.

(b) **[In the case of accrued interest being added:** The amortised face amount ("Amortised Face Amount") of a Note shall be an amount equal to the sum of:

- (i) **[Reference Price]** (the "Reference Price"), and
- (ii) the product of **[Amortisation Yield]** (compounded annually) and the Reference Price from (and including) **[Issue Date]** to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and payable].

**[In the case of unaccrued interest being deducted:** The amortised face amount ("Amortised Face Amount") of a Note shall be the principal amount thereof adjusted for interest from (and including) the Maturity Date to (but excluding) the date of final repayment by the Amortisation Yield, being **[Amortisation Yield]**. Such calculation shall be made on the assumption of an annual capitalisation of accrued interest.]

Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

**[Nicht nachrangige Schuldverschreibungen (außer Nullkupon-Schuldverschreibungen):**

[(5)] *Vorzeitiger Rückzahlungsbetrag.*

Für die Zwecke von Absatz 2 dieses § 5 und § 9, entspricht der Vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag gemäß Absatz 1 dieses § 5.]

**[Nachrang-Instrumente (außer Nullkupon-Schuldverschreibungen und Ergänzungskapital-Schuldverschreibungen):**

[(5)] *Vorzeitiger Rückzahlungsbetrag.*

Für die Zwecke des Absatzes 2 dieses § 5 entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag gemäß Absatz 1 dieses § 5.]

**[Im Fall von Ergänzungskapital-Schuldverschreibungen):**

[(5)] *Vorzeitiger Rückzahlungsbetrag.*

Für Zwecke des Absatzes 2 dieses § 5 entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag abzüglich der anteiligen, während der Laufzeit der Schuldverschreibungen angefallenen Nettoverluste.]

**[Im Fall von Nullkupon-Schuldverschreibungen:**

[(5)] *Vorzeitiger Rückzahlungsbetrag.*

(a) Für die Zwecke des Absatzes 2 dieses § 5 **[Nicht nachrangige Schuldverschreibungen:** und § 9], entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Amortisationsbetrag der Schuldverschreibung gemäß Absatz 1 dieses § 5.

(b) **[Im Falle der Aufzinsung:** Der Amortisationsbetrag einer Schuldverschreibung ("Amortisationsbetrag") entspricht der Summe aus:

- (i) **[Referenzpreis]** (der "Referenzpreis"), und
- (ii) dem Produkt aus **[Emissionsrendite]** (jährlich kapitalisiert) und dem Referenzpreis ab dem **[Tag der Begebung]** (einschließlich) bis zu dem vorgesehenen Rückzahlungstag (ausschließlich) oder (je nachdem) dem Tag, an dem die Schuldverschreibungen fällig und rückzahlbar werden.]

**[Im Falle der Abzinsung:** Der Amortisationsbetrag einer Schuldverschreibung ("Amortisationsbetrag") entspricht dem Nennbetrag einer Schuldverschreibung abgezinst mit der Emissionsrendite von **[Emissionsrendite]** ab dem Rückzahlungstag (einschließlich) bis zu dem Tilgungstermin (ausschließlich). Die Berechnung dieses Betrages erfolgt auf der Basis einer jährlichen Kapitalisierung der aufgelaufenen Zinsen.]

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

(c) If the Issuer fails to pay the Early Redemption Amount when due, the Amortised Face Amount of a Note shall be calculated as provided herein, except that references in subparagraph (b)(ii) above to the date fixed for redemption or the date on which such Note becomes due and repayable shall refer to the earlier of (i) the date on which upon due presentation and surrender of the relevant Note (if required), payment is made, and (ii) the fourteenth day after notice has been given by the Fiscal Agent in accordance with § 13 that the funds required for redemption have been provided to the Fiscal Agent.]

**[In the case of other structured Notes including Dual Currency Notes, Index Linked Notes, Equity Linked Notes and Credit Linked Notes, insert applicable provisions herein.]**

#### § 6 AGENTS

(1) *Appointment; Specified Offices.* The initial agents (each an "Agent") and their respective specified offices are:

Fiscal Agent:

[Deutsche Bank Aktiengesellschaft  
Grosse Gallusstrasse 10 – 14  
60272 Frankfurt am Main  
Germany]

[Raiffeisen Bank International AG  
Am Stadtpark 9  
A-1030 Wien  
Austria]

[Other Agents: [●]].

[The Fiscal Agent shall also act as Calculation Agent.]

Any Agent named above reserves the right at any time to change its respective specified office to some other location.

(2) *Variation or Termination of Appointment.* The Issuer

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

(c) Falls die Emittentin den vorzeitigen Rückzahlungsbetrag bei Fälligkeit nicht zahlt, wird der Amortisationsbetrag einer Schuldverschreibung wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, dass die Bezugnahmen in Unterabsatz (b)(ii) auf den für die Rückzahlung vorgesehenen Rückzahlungstag oder den Tag, an dem diese Schuldverschreibungen fällig und rückzahlbar werden, durch den früheren der nachstehenden Zeitpunkte ersetzt werden: (i) der Tag, an dem die Zahlung gegen ordnungsgemäße Vorlage und Einreichung der betreffenden Schuldverschreibungen (sofern erforderlich) erfolgt, und (ii) der vierzehnte Tag, nachdem die Emissionsstelle gemäß § 13 mitgeteilt hat, dass ihr die für die Rückzahlung erforderlichen Mittel zur Verfügung gestellt wurden.]

**[Im Fall von anderen strukturierten Schuldverschreibungen, einschließlich Doppelwährungs-Schuldverschreibungen, indexierten Schuldverschreibungen, Equity Linked Schuldverschreibungen und Credit Linked Schuldverschreibungen, anwendbare Bestimmungen hier einfügen.]**

#### § 6 BEAUFTRAGTE STELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellten Erfüllungsgehilfen (die "Erfüllungsgehilfen") und deren jeweilige bezeichnete Geschäftsstelle lauten wie folgt:

Emissionsstelle:

[Deutsche Bank Aktiengesellschaft  
Grosse Gallusstraße 10 – 14  
60272 Frankfurt am Main  
Deutschland]

[Raiffeisen Bank International AG  
Am Stadtpark 9  
A-1030 Wien  
Österreich]

[Sonstige Stellen: [●]].

[Die Emissionsstelle handelt auch als Berechnungsstelle.]

Die oben genannten Erfüllungsgehilfen behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die

reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent or additional or other Agents in accordance with all applicable regulations. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after 10 days' prior notice thereof shall have been given to the Holders in accordance with § 13.

(3) *Agents of the Issuer.* Any Agent named above acts solely as agent of the Issuer and does not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents and the Holders.

## § 7 TAXATION

All amounts payable in respect of the Notes will be made by the Issuer 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 Republic of Austria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction (the "Additional Amounts"). However, no such Additional Amounts shall be payable on account of any Taxes which:

(a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or interest made by it; or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Republic of Austria; or

(c) are withheld or deducted pursuant to (i) any

Emittentin behält sich das Recht vor, jederzeit die Bestellung eines der oben genannten Erfüllungsgehilfen zu ändern oder zu beenden und eine andere Emissionsstelle oder zusätzliche oder andere Erfüllungsgehilfen im Einklang mit allen anwendbaren Vorschriften zu bestellen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die oben genannten Erfüllungsgehilfen handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

(4) *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von einem Erfüllungsgehilfen für die Zwecke dieser Bedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin und alle sonstigen Stellen und die Gläubiger bindend.

## § 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge werden von der Emittentin ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art ("Steuern") geleistet, die von der Republik Österreich oder einer ihrer Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt oder Abzug gesetzlich vorgeschrieben, wird die Emittentin zusätzliche Beträge in der Höhe leisten, die notwendig ist, um zu gewährleisten, dass die von den Gläubigern unter Berücksichtigung eines solchen Einhalts oder Abzugs erhaltenen Beträge den Beträgen entsprechen, die die Gläubiger ohne einen solchen Einbehalt oder Abzug erhalten hätten (die "Zusätzlichen Beträge"). Die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für solche Steuern, die:

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

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Republik Österreich zu zahlen sind; oder

(c) aufgrund (i) einer Richtlinie der Europäischen

European Union Directive concerning the taxation of interest income or (ii) any international treaty or understanding relating to such taxation and to which the Republic of Austria or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, treaty or understanding; or

(d) are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such withholding or deduction; or

(e) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later; or

(f) would not be payable if the Holder is able to avoid such a withholding or deduction providing a certificate of residence, certificate of exemption or any other similar documents.

#### **§ 8 PRESENTATION PERIOD**

The presentation period provided in § 801 subparagraph 1, sentence 1 BGB (German Civil Code) is reduced (i) to ten years in respect of principal and (ii) to five years in respect of interest under the Notes.

#### **§ 9 EVENTS OF DEFAULT**

**[[Senior Notes:**

(1) *Events of default.* Each Holder shall be entitled to declare its Notes due and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5), together with accrued interest (if any) to the date of repayment, in the event that

(a) the Issuer fails to pay principal or interest and any additional amounts on the Notes within 15 days from the relevant due date, or

(b) the Issuer fails duly to perform any other material obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 45 days after the Issuer has received notice thereof from a Holder, or

(c) the Issuer ceases to effect payments in general or announces its inability to meet its financial obligations generally; or

(d) a court opens insolvency proceedings against the

Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Republik Österreich oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die eine solche Richtlinie oder Vereinbarung umsetzt oder befolgt, einzubehalten oder abzuziehen sind; oder

(d) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können; oder

(e) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird; or

(f) nicht zu entrichten wären, wenn der Gläubiger den Einbehalt oder Abzug durch Vorlage einer Ansässigkeitsbescheinigung, Freistellungsbescheinigung oder ähnlicher Dokumente vermeiden könnte.

#### **§ 8 VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen (i) im Hinblick auf das Kapital auf zehn Jahre (ii) und im Hinblick auf die Zinsen auf fünf Jahre verkürzt.

#### **§ 9 KÜNDIGUNG**

**[[Nicht nachrangige Schuldverschreibungen:**

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

(a) die Emittentin Kapital oder Zinsen und etwaige zusätzliche Beträge auf die Schuldverschreibungen nicht innerhalb von 15 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder

(b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen wesentlichen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 45 Tage fort dauert, nachdem die Emittentin hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

(c) die Emittentin ihre Zahlungen generell einstellt oder generell ihre Zahlungsunfähigkeit bekannt gibt; oder

(d) ein Gericht ein Insolvenzverfahren gegen die

Issuer and such proceedings are not dismissed or suspended within 60 days after the commencement thereof or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally; or

(e) the Issuer goes into liquidation; a (partial) spin-off, a spin-off for re-establishment, a reconstruction, merger, or other form of amalgamation with another company shall not be considered a liquidation to the extent that such other company assumes all obligations which the Issuer has undertaken in connection with the Notes.

(2) *Quorum, cure.* In the events specified in § 9 subparagraph (1) (b), any notice declaring the Notes due shall, unless at the time such notice is received any of the events specified in § 9 subparagraph (1) (a), (1) (c), (1) (d) or (1) (e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices to the Holders of at least 25 per cent. in principal amount of the Notes then outstanding. The right to declare Notes due shall terminate if the situation giving rise to it has been remedied before the right is exercised.]

**[Covered Bank Bonds:**

(1) *Events of Default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5), together with accrued interest (if any) up to (but excluding) the date of repayment in the event that the Issuer fails to pay principal or interest within 15 days from the relevant due date.

**[Short-Term Subordinated Notes:**

*Events of default.* The Holders do not have **[If the Notes are subject to Early Redemption at the Option of a Holder:** subject to the provisions of § 5[(4)] a right to demand the early redemption of the Notes.]

**[Subordinated Notes:**

*Events of default.* The Holders do not have **[If the Notes are subject to Early Redemption at the Option of a Holder:** subject to the provisions of § 5[(4)] a right to demand the early redemption of the Notes.]

**[Supplementary Capital Notes:**

*Events of default.* **[If the Notes are subject to Early Redemption at the Option of a Holder:** Subject to the provisions of § 5[(4)] the Holders do not have a right to demand the early redemption of the Notes.]

Emittentin eröffnet, das nicht innerhalb von 60 Tagen nach seiner Eröffnung aufgehoben oder ausgesetzt wird, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft; oder

(e) die Emittentin in Liquidation tritt; eine (teilweise) Abspaltung, Abspaltung zur Neugründung, Umstrukturierung, Verschmelzung oder andere Form des Zusammenschlusses mit einer anderen Gesellschaft gilt nicht als Liquidation, sofern diese Gesellschaft alle Verpflichtungen übernimmt, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

(2) *Quorum, Heilung.* In den Fällen des § 9 Absatz 1 (b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9 Absatz 1 (a), 1 (c), 1 (d) oder 1 (e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 25% der dann ausstehenden Schuldverschreibungen eingegangen sind. Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.]

**[Fundierte Schuldverschreibungen:**

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortigen Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung (ausschließlich) aufgelaufener Zinsen zu verlangen, falls die Emittentin Kapital oder Zinsen nicht innerhalb von 15 Tagen nach dem betreffenden Rückzahlungstermin zahlt.

**[Kurzfristige Nachrangige Schuldverschreibungen:**

*Kündigungsgründe.* Die Gläubiger haben **[Falls die Gläubiger ein Wahlrecht haben, die Schuldverschreibungen vorzeitig zu kündigen:** vorbehaltlich der Bestimmungen des § 5 [(4)] kein Recht, die Schuldverschreibungen während ihrer Laufzeit zu kündigen.]

**[Nachrangige Schuldverschreibungen:**

*Kündigungsgründe.* Die Gläubiger haben **[Falls die Gläubiger ein Wahlrecht haben, die Schuldverschreibungen vorzeitig zu kündigen:** vorbehaltlich der Bestimmungen des § 5 [(4)] kein Recht, die Schuldverschreibungen während ihrer Laufzeit zu kündigen.]

**[Ergänzungskapital-Schuldverschreibungen:**

*Kündigungsgründe.* Die Gläubiger haben **[Falls die Gläubiger ein Wahlrecht haben, die Schuldverschreibungen vorzeitig zu kündigen:** vorbehaltlich der Bestimmungen des § 5 [(4)] kein

(2) *Cure*. The right to declare Notes due shall terminate if the situation giving rise to it has been remedied before the right is exercised.]

(3) *Notice*. Any notice, including any notice declaring Notes due in accordance with subparagraph (1), shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of its Custodian (as defined in § 14(3)) or in other appropriate manner.]

## § 10 SUBSTITUTION

### [Senior Notes and Subordinated Obligations:

(1) *Substitution*. The Issuer may, irrespective of § 9, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer any company as principal debtor in respect of all obligations arising from or in connection with this Series of Notes (the "Substitute Debtor") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the relevant Notes;

(b) the Issuer and the Substitute Debtor have obtained all necessary authorisations and the Substitute Debtor may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

### [Senior Notes:

[(d) the rating of the long-term obligations of the Substitute Debtor is the same or better as the respective

Recht, die Schuldverschreibungen während ihrer Laufzeit zu kündigen.]

(2) *Heilung*. Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.]

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

## § 10 ERSETZUNG

### [Nicht-nachrangige Schuldverschreibungen und Nachrang-Verbindlichkeiten:

(1) *Ersetzung*. Die Emittentin ist – unbeschadet des § 9 - jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein Unternehmen an ihrer Stelle als Hauptschuldnerin (die "Nachfolgeschuldnerin") für alle Verpflichtungen aus und im Zusammenhang mit dieser Serie von Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die jeweiligen Schuldverschreibungen übernimmt;

(b) die Emittentin und die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erlangt haben und die Nachfolgeschuldnerin berechtigt ist, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

### [Nicht nachrangige Schuldverschreibungen:

[(d) die langfristigen Verbindlichkeiten der Nachfolgeschuldnerin ein gleichwertiges oder besseres

rating of the Issuer (confirmed by two rating agencies, for example S&P, Moody's or other similar agencies);]

[the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of a guarantee of the Issuer in respect of senior Notes as a contract for the benefit of the Holders as third party beneficiaries pursuant to § 328(1) BGB (German Civil Code)<sup>1</sup>;]

**[Subordinated Instruments:**

[(d) the obligations assumed by the Substitute Debtor in respect of the Notes are subordinated on terms identical to the terms of the Notes and (i) the Substitute Debtor is a company of the credit institution group of the Issuer within the meaning of BWG, (ii) the Issuer provides an expert opinion by a recognised auditor to the effect that the probability of the payment of redemption and interest amounts has not decreased as a result of the substitution;]

(e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied, provided that an opinion with regard to subparagraph (c) shall not be delivered if the Substitute Debtor has contractually committed to pay any tax, duty, assessment or governmental charge imposed on a Holder in respect of the substitution.

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

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

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

**[if the issuance of the Guarantee in accordance with § 9(1)(d) is provided:** (b) in § 9(1)(c) to (e) an

Rating aufweisen als das der Emittentin (bestätigt durch zwei Rating-Agenturen, wie z.B. S&P, Moody's oder andere gleichwertige Agenturen);]

[die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen einer Garantie der Emittentin hinsichtlich nicht nachrangiger Schuldverschreibungen als Vertrag zugunsten Dritter gemäß § 328 Absatz 1 BGB entsprechen;]

**[Nachrang-Instrumente:**

[(d) hinsichtlich der von der Nachfolgeschuldnerin bezüglich der Schuldverschreibungen übernommenen Verpflichtungen der Nachrang zu mit den Bedingungen der Schuldverschreibungen übereinstimmenden Bedingungen begründet wird und (i) die Nachfolgeschuldnerin ein Unternehmen der Kreditinstituts-Gruppe der Emittentin im Sinne des BWG ist, (ii) die Emittentin ein Gutachten eines anerkannten Wirtschaftsprüfers vorlegt, wonach die Wahrscheinlichkeit der Zahlung von Tilgungs und Zinsbeträgen der Schuldverschreibungen sich durch die Ersetzung nicht verringert hat;]

(e) der Emissionsstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden, wobei eine Bestätigung der Voraussetzungen nach Unterabsatz (c) dann nicht zu erbringen ist, wenn die Nachfolgeschuldnerin ggf. anfallende Steuern, Abgaben oder behördliche Lasten, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, sich vertraglich zur Zahlung verpflichtet hat.

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

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

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

**[falls Abgabe der Garantie in § 9(1)(d) vorgesehen:** (b) in § 9 Absatz 1(c) bis (e) gilt eine alternative

<sup>1</sup> An English language translation of § 328 (1) BGB (German Civil Code) reads as follow: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the event of any such substitution, the Substitute Debtor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Notes with the same effect as if the Substitute Debtor had been named as the Issuer herein, and the Issuer (or any corporation which shall have previously assumed the obligations of the Issuer) shall be released from its liability as obligor under the Notes.]

**[Covered Bank Bonds:**

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer a company of the credit institution-group within the meaning of the BWG of it as principal debtor in respect of all obligations arising from or in connection with the Notes (the "Substitute Debtor") provided that:

(a) the Substitute Debtor is entitled to issue Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*) pursuant to the Austrian Law on Covered Bank Bonds and its Articles of Association;

(b) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes, including all obligations in relation to the cover pool of assets which cover the Notes pursuant to the Austrian Law on Covered Bank Bonds and agrees not to alter the Conditions applicable to any outstanding Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*);

(c) the Issuer and the Substitute Debtor have obtained all necessary authorisations and may transfer to the Fiscal Agent in the Specified Currency and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfillment of the payment obligations arising under the Notes;

(d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution; and

(e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Fall einer Ersetzung folgt die Nachfolgeschuldnerin der Emittentin als Rechtsnachfolgerin nach, ersetzt diese und darf alle Rechte und Befugnisse der Emittentin aus den Schuldverschreibungen mit der gleichen Wirkung geltend machen, als wenn die Nachfolgeschuldnerin in diesen Bedingungen als Emittentin genannt worden wäre, und die Emittentin (bzw. die Gesellschaft, die zuvor die Verpflichtungen der Emittentin übernommen hat) wird von ihren Verpflichtungen als Schuldnerin aus den Schuldverschreibungen befreit.]

**[Fundierte Schuldverschreibungen:**

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein Unternehmen der Kreditinstituts-Gruppe im Sinne des BWG als Hauptschuldnerin für alle Verpflichtungen im Zusammenhang mit diesen Schuldverschreibungen (die "Nachfolgeschuldnerin") einzusetzen, sofern:

(a) die Nachfolgeschuldnerin berechtigt ist, Fundierte Schuldverschreibungen gemäß dem Gesetz über fundierte Bankschuldverschreibungen und gemäß ihrer Satzung zu begeben;

(b) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Schuldverschreibungen übernimmt, einschließlich aller Verpflichtungen im Zusammenhang mit dem Deckungsstock zur Deckung der Schuldverschreibungen in Übereinstimmung mit dem Gesetz über fundierte Bankschuldverschreibungen, und sich verpflichtet, die Bedingungen für noch ausstehende fundierte Schuldverschreibungen nicht zu ändern;

(c) die Emittentin und die Nachfolgeschuldnerin alle notwendigen Bewilligungen erhalten haben und in der Lage sind, sämtliche sich aus oder in dem Zusammenhang mit diesen Schuldverschreibungen ergebenden Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, zu erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an die Emissionsstelle in der festgelegten Währung übertragen können;

(d) die Nachfolgeschuldnerin sich verpflichtet, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm in folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden; und

(e) der Emissionsstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.



[For the purposes of this § 10, "Affiliate" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of section 228 Austrian Entrepreneur Act (*Unternehmensgesetzbuch*).]

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

(3) *Change of References*. In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

### § 11

#### AMENDMENT OF THE CONDITIONS, HOLDERS' REPRESENTATIVE

**[If the Notes (except Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*)) are to provide for Resolutions of Holders:**

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

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

(3) *Vote without a Meeting*. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4 sentence 2 of the SchVG.

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

(5) *Voting Rights*. Each Holder participating in any vote shall cast votes in accordance with the nominal amount

Für die Zwecke dieses § 10 bedeutet "verbundenes Unternehmen" ein verbundenes Unternehmen im Sinne von § 228 österreichisches UGB (*Unternehmensgesetzbuch*).

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

(3) *Änderung von Bezugnahmen*. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.]

### § 11

#### ÄNDERUNG DER BEDINGUNGEN, GEMEINSAMER VERTRETER

**[Falls die Schuldverschreibungen (außer Fundierte Bankschuldverschreibungen) Beschlüsse der Gläubiger vorsehen:**

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

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

(3) *Abstimmung ohne Versammlung*. Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4 Satz 2 SchVG statt.

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

(5) *Stimmrecht*. An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts

or the notional share of its entitlement to the outstanding Notes.

(6) *Holder's Representative.*

**[If no Holders' Representative is designated in the Conditions:** The Holders may by majority resolution appoint a common representative (the "Holder's Representative") to exercise the Holders' rights on behalf of each Holder.]

**[If the Holders' Representative is appointed in the Conditions:** The common representative (the "Holder's Representative") shall be [●]. The liability of the Holder's Representative shall be limited to ten times the amount of its annual remuneration, unless the Holder's Representative has acted willfully or with gross negligence.]

The Holder's Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holder's Representative shall comply with the instructions of the Holders. To the extent that the Holder's Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holder's Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holder's Representative.]

**[Covered Bank Bonds (Fundierte Bankschuldverschreibungen):**

The Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*) is – as far as possible – not applicable.]

## § 12 FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders **[Covered Bank Bonds:** subject to availability of the statutory cover (security)], issue further Notes having the same Conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may **[Subordinated Instruments:** within the limits established under § 23 subparagraph 15 BWG and subject to other statutory restrictions] at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or

oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

**[Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird:** Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

**[Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen:** Gemeinsamer Vertreter ist [●]. 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.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.]

**[Fundierte Bankschuldverschreibungen:**

Die Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") sind soweit abdingbar nicht anwendbar.]

## § 12 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit **[Fundierte Bankschuldverschreibungen:** vorbehaltlich der gesetzlichen Deckung (Kautions)] ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tages der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist **[Nachrang-Instrumente:** im Rahmen der von § 23 Abs. 16 BWG festgelegten Grenzen und vorbehaltlich anderer gesetzlicher Einschränkungen] berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen

[Subordinated Instruments: subject to compliance with statutory prerequisites for redemption] surrendered to the Fiscal Agent for cancellation.

### § 13 NOTICES

The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the [seventh] [●] day after the day on which said notice was given to the Clearing System.

(2) As far as the Notes are listed on the Luxembourg Stock Exchange all notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu).

(3) The Issuer may at its option also publish in a leading daily newspaper having general circulation in [Austria][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [other newspaper]. Any notice so given will be deemed to have been validly given on the [seventh][●] day following the date of such publication.

(4) In case of various publications according to this § 13 any notice so given will be deemed to have been validly given on the [seventh][●] day following the first of such publications.

[Insert other provisions for the publication of notices here.]

(5) *Form of Notice of Holders.* Notices to be given by any Holder shall be made to the Fiscal Agent through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

### § 14 FINAL PROVISIONS

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, [Senior Notes: shall be governed by German law] [Subordinated Instruments: shall be governed by German law except for § 2 and conditions relating to the subordination as well as § 9 which will be governed by Austrian law] [Covered Bank Bonds: shall be governed by German law, except for § 2 and § 9 which will be governed by Austrian law and shall comply with the Austrian Law on Covered Bank Bonds, as amended (*Gesetz über fundierte Bankschuldverschreibungen*) dated December 27, 1905 RGBI. No. 213/1905].

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non-exclusive

Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder [Nachrangige Schuldverschreibungen: vorbehaltlich der Erfüllung gesetzlicher Voraussetzungen für eine Kündigung] bei der Emissionsstelle zwecks Entwertung eingereicht werden.

### § 13 MITTEILUNGEN

(1) Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung durch das Clearingsystem an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am [siebten] [●] Tag nach dem Tag der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.

(2) Soweit die Schuldverschreibungen an der Luxemburger Börse notiert sind, erfolgen Mitteilungen durch elektronische Mitteilung auf der Website der Luxemburger Börse (www.bourse.lu).

(3) Die Emittentin kann nach ihrer Wahl Mitteilungen auch in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung] veröffentlichen. Jede derartige Mitteilung gilt am [siebten][●] Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(4) Bei mehreren Veröffentlichungen gemäß dieses § 13 gilt eine derartige Mitteilung am [siebten][●] Tag nach der ersten solchen Veröffentlichung als wirksam erfolgt.

[Andere Bestimmungen zur Veröffentlichung von Mitteilungen hier einfügen.]

(5) *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen an die Emissionsstelle über das Clearingsystem in der von der Emissionsstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.

### § 14 SCHLUSSBESTIMMUNGEN

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich [Nicht nachrangige Schuldverschreibungen: nach deutschem Recht] [Nachrang-Instrumente: nach deutschem Recht, bis auf § 2 und die Regelungen im Hinblick auf die Nachrangigkeit sowie § 9, die österreichischem Recht unterliegen] [Fundierte Bankschuldverschreibungen: nach deutschem Recht, bis auf § 2 und § 9, die österreichischem Recht unterliegen, und entsprechen dem österreichischen Gesetz vom 27. Dezember 1905 betreffend fundierte Bankschuldverschreibungen RGBI. 213/1905 idgF].

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den

jurisdiction for any action or other legal proceedings ("Proceedings") arising out of or in connection with the Notes. **[In case of Notes offered in Austria:** Any claims raised by or against Austrian consumers shall be subject to the statutory jurisdiction set forth by the Austrian Consumer Protection Act and the Jurisdiction Act (*Jurisdiktionsnorm*).]

**[In case of Covered Bank Bonds, Subordinated Notes and Notes for which an Austrian Fiscal Agent has been appointed:** (2) *Submission to Jurisdiction.* The competent court in Vienna shall have non-exclusive jurisdiction for any action or other legal proceedings ("Proceedings") arising out of or in connection with the Notes.]

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

(4) *Service of Process.* For any legal disputes or other proceedings before German courts, the Issuer appoints Raiffeisen Bank International AG, Representative Office Frankfurt am Main, Mainzer Landstrasse 51, 60329 Frankfurt am Main, Germany, as authorised

Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht Frankfurt am Main, Deutschland. **[Im Fall von Angeboten nach Österreich:** Für Klagen von und gegen österreichische Konsumenten sind die im österreichischen Konsumentenschutzgesetz und in der Jurisdiktionsnorm zwingend vorgesehenen Gerichtsstände maßgeblich.]

**[Im Fall von Fundierten Bankschuldverschreibungen, Nachrangigen Schuldverschreibungen und Schuldverschreibungen für die eine österreichische Emissionsstelle bestellt wurde:** (2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das zuständige Gericht in Wien.]

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

(4) *Zustellungsbevollmächtigter.* Für etwaige Rechtsstreitigkeiten oder sonstige Verfahren vor deutschen Gerichten bestellt die Emittentin Raiffeisen Bank International AG, Repräsentanz Frankfurt am Main, Mainzer Landstraße 51, 60329 Frankfurt am

agent for accepting service of process.

Main, Bundesrepublik Deutschland, zum  
Zustellungsbevollmächtigten.

(5) *Language.*

[These 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.]

(5) *Sprache.*

[Diese Bedingungen 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.]

[These Conditions are written in the English language only.]

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

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

[Diese Bedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

In the case of Notes listed on the official list of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu).

**FORM OF FINAL TERMS**  
**(MUSTER – ENDGÜLTIGE BEDINGUNGEN)**

[Date]  
[Datum]

**Final Terms**  
**Endgültige Bedingungen**

[Title of relevant Series of Notes] (the "Notes")  
[Bezeichnung der betreffenden Serie der Schuldverschreibungen] (die "Schuldverschreibungen")

Series: [    ], Tranche [    ]  
Serie: [    ], Tranche [    ]

**ISIN [•]**

issued pursuant to the  
*begeben aufgrund des*

**EUR [•]**  
**Debt Issuance Programme**  
**for the issue of Notes**

of  
*der*

**Raiffeisen Bank International AG**

Issue Price: [    ] per cent.  
*Ausgabepreis: [    ]%*

Issue Date: [    ]  
*Tag der Begebung: [    ]*

These are the Final Terms of an issue of Notes under the EUR 25,000,000,000 Debt Issuance Programme of Raiffeisen Bank International AG (the "Programme"). Full information on Raiffeisen Bank International AG and the offer of the Notes is only available on the basis of the combination of, these Final Terms the Debt Issuance Programme Prospectus pertaining to the Programme dated 19 October 2010 (the "Prospectus") and the terms and conditions contained in the Prospectus. The Prospectus (and any supplement thereto) is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from Raiffeisen Bank International AG, Am Stadtpark 9, A-1030 Vienna, Austria.

*Dies sind die Endgültigen Bedingungen einer Emission von Schuldverschreibungen unter dem EUR 25.000.000.000 Debt Issuance Programme der Raiffeisen Bank International AG (das "Programm"). Vollständige Informationen über die Raiffeisen Bank International AG und das Angebot der Schuldverschreibungen sind nur verfügbar, wenn diese Endgültigen Bedingungen und der Debt Issuance Programme Prospectus vom 19. Oktober 2010 über das Programm (der "Prospekt") sowie die im Prospekt enthaltenen Anleihebedingungen zusammengenommen werden. Der Prospekt (sowie jeder Nachtrag zum Prospekt) kann in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) eingesehen werden. Kopien sind erhältlich bei der Raiffeisen Bank International AG, Am Stadtpark 9, A-1030 Wien, Österreich.*

**Part I: Terms and Conditions**  
**Teil I: Anleihebedingungen**

[This part I. of the Final Terms is to be read in conjunction with the Terms and Conditions of the Notes (the "Terms and Conditions") set forth in the [Prospectus] [Debt Issuance Programme Prospectus dated [ ]<sup>1</sup>] as the same may be supplemented from time to time. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes (the "Conditions").

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit den Anleihebedingungen für Schuldverschreibungen] (die "Anleihebedingungen") zu lesen, die in dem durch etwaige Nachträge ergänzten [Prospekt] [Debt Issuance Programme Prospectus vom [ ]<sup>1</sup>] enthalten sind. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "Bedingungen") gestrichen.]<sup>2</sup>*

[The Integrated Conditions applicable to the Notes (the "Conditions") and the German or English language translation thereof, if any, are attached hereto and replace in full the Terms and Conditions of the Notes (the "Terms and Conditions") as set out in the Prospectus and take precedence over any conflicting provisions in part I. of these Final Terms.

*Die für die Schuldverschreibungen geltenden konsolidierten Bedingungen (die "Bedingungen") sowie eine etwaige deutsch- oder englischsprachige Übersetzung sind beigefügt. Die Bedingungen ersetzen in Gänze die im Prospekt abgedruckten Anleihebedingungen für Schuldverschreibungen (die "Anleihebedingungen") und gehen etwaigen abweichenden Bestimmungen in Teil I. dieser Endgültigen Bedingungen vor.]<sup>3</sup>*

All references in this part of the Final Terms to numbered sections and subparagraphs are to sections and subparagraphs of the Terms and Conditions.

*Bezugnahmen in diesem Abschnitt der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.*

Capitalised terms not otherwise defined herein shall have the meanings specified in the Terms and Conditions.

*Begriffe, die in den Anleihebedingungen definiert sind, haben, falls diese Endgültigen Bedingungen nicht etwas anderes bestimmen, die gleiche Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

**Form of Conditions<sup>4</sup>**

***Form der Bedingungen<sup>4</sup>***

- Long-Form Conditions  
*Nicht-Konsolidierte Bedingungen*
- Integrated Conditions  
*Konsolidierte Bedingungen*

---

<sup>1</sup> In the case of an increase of Notes which were issued prior to the date of this Prospectus, insert date of the Prospectus under which the original tranche was issued.

*Im Fall einer Aufstockung von Schuldverschreibungen, die vor dem Datum dieses Prospekts begeben wurden, Angabe des Datums des ursprünglichen Prospekts.*

<sup>2</sup> To be inserted in the case of Long-Form Conditions.

*Im Falle von nicht-konsolidierten Bedingungen einfügen.*

<sup>3</sup> To be inserted in the case of Integrated Conditions.

*Im Fall von konsolidierten Bedingungen einfügen.*

<sup>4</sup> To be determined in consultation with the Issuer. It is anticipated that Long-Form Conditions will generally be used for Notes in bearer form, which are neither publicly offered nor distributed, in whole or in part, to non-qualified investors. Integrated Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors.

*Die Form der Bedingungen ist in Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass nicht-konsolidierte Bedingungen für Inhaberschuldverschreibungen verwendet werden, die weder ganz noch teilweise öffentlich zum Verkauf angeboten werden oder an nicht qualifizierte Anleger verkauft werden. Konsolidierte Bedingungen sind erforderlich, wenn die Schuldverschreibungen insgesamt oder teilweise nicht qualifizierten Anlegern öffentlich angeboten oder diesen anfänglich verkauft werden.*

**Language of Conditions<sup>5</sup>**  
***Sprache der Bedingungen<sup>5</sup>***

- German only  
*Ausschließlich Deutsch*
- English only  
*Ausschließlich Englisch*
- English and German (English controlling)  
*Englisch und Deutsch (englischer Text maßgeblich)*
- German and English (German controlling)  
*Deutsch und Englisch (deutscher Text maßgeblich)*

**Issuer**  
***Emittentin***

Raiffeisen Bank International AG  
*Raiffeisen Bank International AG*

Type of Notes  
*Art der Schuldverschreibungen*

- Senior (Unsubordinated) Notes  
*Nicht-Nachrangige Schuldverschreibungen*
- Short-Term Subordinated Notes  
*Kurzfristige Nachrangige Schuldverschreibungen*
- Subordinated Notes  
*Nachrangige Schuldverschreibungen*
- Supplementary Capital Notes  
*Ergänzungskapital Schuldverschreibungen*
- Covered Bank Bonds  
*Fundierte Bankschuldverschreibungen*

**CURRENCY, DENOMINATION, FORM, DEFINITIONS (§ 1)<sup>6</sup>**  
***WÄHRUNG, STÜCKELUNG, VERBRIEFUNG, DEFINITIONEN (§ 1)<sup>6</sup>***

**Currency and Denomination**  
***Währung und Stückelung***

Specified Currency [ ]  
*Festgelegte Währung*

Aggregate Principal Amount [ ]  
*Gesamtnennbetrag*

---

<sup>5</sup> To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany or the Republic of Austria, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, or the Republic of Austria, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of the Issuer.

*In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Inhaberschuldverschreibungen maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland oder der Republik Österreich angeboten oder an nicht qualifizierte Anleger in der Bundesrepublik Deutschland oder der Republik Österreich verkauft werden. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der Emittentin erhältlich sein.*

<sup>6</sup> If not applicable, the following items may be deleted.  
*Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.*



Specified Denomination [ ]  
*Festgelegte Stückelung*

Other (specify) [ ]  
*Sonstige (angeben)*

**TEFRA C**  
**TEFRA C**

Permanent Global Note  
*Dauerglobalurkunde*

**TEFRA D**  
**TEFRA D**

Temporary Global Note exchangeable for Permanent Global Note  
*Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde*

**Neither TEFRA D nor TEFRA C<sup>7</sup>**  
**Weder TEFRA D noch TEFRA C<sup>7</sup>**

**ECB-eligible Security<sup>8</sup>** [Yes][No]  
**EZB-fähige Sicherheit<sup>8</sup>** [Ja][Nein]

**NGN** [Yes][No]  
**NGN** [Ja][Nein]

**Certain Definitions**  
**Definitionen**

Clearing System  
*Clearingsystem*

11 Clearstream Banking, société anonyme, Luxembourg ("CBL")  
42 Avenue JF Kennedy, L-1855 Luxembourg

11 Euroclear Bank SA/NV, as Operator of the Euroclear System ("Euroclear")  
*Euroclear Bank SA/NV, als Betreiberin des Euroclear System ("Euroclear")*  
1 Boulevard du Roi Albert II, B-1210 Brussels

11 Oesterreichische Kontrollbank Aktiengesellschaft ("OeKB")  
Am Hof 4, 1010 Vienna, Austria

11 Other (specify) [ ]  
*Sonstige (angeben)*

Business Day  
*Geschäftstag*

**TARGET**

Other (specify all relevant financial centres) [ ]  
*Sonstige (sämtliche relevante Finanzzentren angeben)*

<sup>7</sup> To be completed only if the Notes have an initial maturity of one year or less.

*Nur ausfüllen bei Schuldverschreibungen mit einer ursprünglichen Laufzeit von einem Jahr oder weniger.*

<sup>8</sup> Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of Eurosystem eligibility criteria. **[Include this text if "yes" selected in which case the Notes must be issued in NGN form.]**

*Die Auswahl "ja" zeigt lediglich die Absicht an, die Schuldverschreibungen nach der Emission bei einem der ICSDs als common safekeeper zu hinterlegen. Es bedeutet jedoch nicht zwangsläufig, dass die Schuldverschreibungen deshalb als geeignete Sicherheit im Sinne der Eurosystem Monetary Richtlinien und Intraday Kreditoperationen von Eurosystem eingestuft werden, weder vom Tag der Begebung noch zu irgendeinem Zeitpunkt ihrer Laufzeit. Die Einstufung der Geeignetheit hängt allein von der Erfüllung der Eurosystem Eignungskriterien ab. [Text einfügen, wenn "Ja" gewählt wurde, in diesem Fall müssen die Schuldverschreibungen als NGN emittiert werden.]*

**STATUS (§ 2)**

**STATUS (§ 2)**

- Senior (Unsubordinated)  
*Nicht nachrangig*
- Short-Term Subordinated  
*Kurzfristig Nachrangig*
- Subordinated  
*Nachrangig*
- Supplementary Capital  
*Ergänzungskapital*
- Covered Bank Bonds  
*Fundierte Bankschuldverschreibungen*

**INTEREST (§ 3)**

**ZINSEN (§ 3)**

- Fixed Rate Notes<sup>9</sup>**  
*Festverzinsliche Schuldverschreibungen<sup>9</sup>*

**Rate of Interest and Interest Payment Dates**  
*Zinssatz und Zinszahlungstage*

Rate of Interest [ ] per cent. *per annum*  
*Zinssatz* [ ] % *per annum*

Interest Commencement Date [ ]  
*Verzinsungsbeginn*

Interest Payment Date(s) [ ]  
*Zinszahlungstag(e)*

First Interest Payment Date [ ]  
*Erster Zinszahlungstag*

Deemed Interest Commencement Date<sup>10</sup> [ ]  
*Fiktiver Verzinsungsbeginn<sup>10</sup>*

Deemed Interest Payment Date(s)<sup>9</sup> [ ]  
*Fiktive(r) Zinszahlungstag(e)<sup>9</sup>*

Initial Broken Amount (for the specified Denomination) [ ]  
*Anfänglicher Bruchteilzinsbetrag (für die festgelegte Stückelung)*

Interest Payment Date preceding the Maturity Date [ ]  
*Zinszahlungstag, der dem Rückzahlungstag vorangeht*

Final Broken Amount (for the specified Denomination) [ ]  
*Abschließender Bruchteilzinsbetrag (für die festgelegte Stückelung)*

- Floating Rate Notes<sup>11</sup>**  
*Variabel verzinsliche Schuldverschreibungen<sup>11</sup>*

Interest Commencement Date [ ]  
*Verzinsungsbeginn*

Interest Payment Dates [ ]  
*Zinszahlungstage*

<sup>9</sup> If not applicable, the following items may be deleted.  
*Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.*

<sup>10</sup> Only applicable, if Actual/Actual (ICMA) is applicable.  
*Nur anwendbar, falls der Zinstagequotient Actual/Actual (ICMA) anwendbar ist.*

<sup>11</sup> If not applicable, the following items may be deleted.  
*Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.*

Interest Period(s) [ ] [weeks/months/other – specify]  
*Zinsperiode(n)* [ ] [Wochen/Monate/andere – angeben]

**Relevant Financial Centres** [ ]  
***Relevante Finanzzentren***

**Rate of Interest**

***Zinssatz***

Screen Rate Determination [ ]  
*Bildschirmfeststellung*

EURIBOR (Brussels time/TARGET2 Business Day/  
EURIBOR panel/Interbank Market in the Euro-Zone) [ ]  
*EURIBOR (Brüsseler Ortszeit/TARGET2 Geschäftstag/  
EURIBOR Panel/Interbankenmarkt in der Euro-Zone)*  
Screen Page [ ]  
*Bildschirmseite*

EURO-LIBOR (London time/TARGET2 Business Day/City of London/  
London Office/London Interbank Market) [ ]  
*EURO-LIBOR (Londoner Ortszeit/TARGET2 Geschäftstag/City of London/  
Londoner Geschäftsstelle/ Londoner Interbankenmarkt)*  
Screen page [ ]  
*Bildschirmseite*

LIBOR (London time/London Business Day/City of London/  
London Office/London Interbank Market) [ ]  
*LIBOR (Londoner Ortszeit/Londoner Geschäftstag/City of London/  
Londoner Geschäftsstelle/ Londoner Interbankenmarkt)*  
Screen page [ ]  
*Bildschirmseite*

Other (specify) [ ]  
*Sonstige (angeben)*  
Screen page(s) [ ]  
*Bildschirmseite(n)*

**Interest Period**

***Zinsperiode***

three months [ ]  
*drei Monate*

six months [ ]  
*sechs Monate*

twelve months [ ]  
*zwölf Monate*

Other [ ]  
*Sonstige*

**Margin**

***Marge***

flat [ ] per cent. *per annum*  
*keine* [ ] % *per annum*

plus [ ] per cent. *per annum*  
*zuzüglich* [ ] % *per annum*

minus [ ] per cent. *per annum*  
*abzüglich* [ ] % *per annum*

### **Interest Determination Date**

#### **Zinsfestlegungstag**

- second [[TARGET] [London] [other relevant location]] Business Day [(as defined in § 1 (5))] prior to commencement [end] of Interest Period  
*zweiter [[TARGET] [Londoner-] [zutreffenden anderen Ort]] Geschäftstag [(wie in § 1 Absatz 5 definiert)] vor [Beginn] [Ende] der jeweiligen Zinsperiode*
- [other applicable number of days] [TARGET] [London] [other relevant location] Business Day prior to commencement of Interest Period  
*[zutreffende andere Zahl von Tagen] [TARGET] [Londoner-] [zutreffenden anderen Ort] Geschäftstag vor Beginn der jeweiligen Zinsperiode*

Reference Banks (if other than as specified in § 3(2)) (specify) [ ]  
*Referenzbanken (sofern abweichend von § 3 Absatz 2) (angeben)*

- Other Method of Determination (insert details (including Margin, Interest Determination Date, Reference Banks, fallback provisions))  
*Andere Methoden der Bestimmung (Einzelheiten angeben (einschließlich Zinsfestlegungstag, Marge, Referenzbanken, Ersatzregelungen))*

### **Minimum and Maximum Rate of Interest**

#### **Mindest- und Höchstzinssatz**

- Minimum Rate of Interest (floor) [ ] per cent. *per annum*  
*Mindestzinssatz (floor)* [ ] % *per annum*
- Maximum Rate of Interest (cap) [ ] per cent. *per annum*  
*Höchstzinssatz (cap)* [ ] % *per annum*

### **Notification of Rate of Interest and Interest Amount**

#### **Mitteilung von Zinssatz und Zinsbetrag**

To the stock exchange

*An die Börse*

- first day of the relevant Interest Period  
*zu Beginn der jeweiligen Zinsperiode*
- other time  
*anderer Zeitpunkt*

To the Issuer and to the Holders

*An die Emittentin und die Gläubiger*

Business Day

*Geschäftstag*

- (as defined in § 1(5))  
*(wie in § 1 Absatz 5 definiert)*
- TARGET
- Other (specify all relevant financial centres)  
*Sonstige (sämtliche relevanten Finanzzentren angeben)*

### **Zero Coupon Notes**

#### **Nullkupon-Schuldverschreibungen**

Amortisation Yield [ ]  
*Emissionsrendite*

- Other structured Notes including Dual Currency Notes, Index Linked Notes, Equity Linked Notes and Credit Linked Notes**

*Andere strukturierte Schuldverschreibungen, einschließlich Doppelwährungs- Schuldverschreibungen, indexierten Schuldverschreibungen, Equity Linked Schuldverschreibungen und Credit Linked Schuldverschreibungen*

(set forth details in full here)  
(Einzelheiten einfügen)

[ ]

**Day Count Fraction**  
**Zinstagequotient**

- Actual/Actual (ICMA Rule 251)
- Actual/Actual (ISDA)
- Actual/365 (Fixed)
- Actual/360
- 30/360 (Bond Basis)
- 30E/360 (Eurobond Basis)
- 360/360
- Other Day Count Fraction  
*Sonstiger Zinstagequotient*

**PAYMENTS (§ 4)**  
**ZAHLUNGEN (§ 4)**

**Business Day Convention**  
**Geschäftstagskonvention**

- Modified Following Business Day Convention  
*Modifizierte folgende Geschäftstagskonvention*
- FRN Convention (specify period(s))  
*FRN Konvention (Zeitraum angeben)*
- Following Business Day Convention  
*Folgende Geschäftstagskonvention*
- Preceding Business Day Convention  
*Vorangegangene Geschäftstagskonvention*

[ ] [months/other – specify]  
[ ] [Monate/andere – angeben]

**Adjustment**  
**Anpassung**

[Yes/No]  
[Ja/Nein]

**Payment Business Day**  
**Zahltag**

- Business Day (as defined in § 1(5))  
*Geschäftstag (wie in § 1 Absatz 5 definiert)*
- TARGET
- Other (specify all relevant financial centres)  
*Sonstige (sämtliche relevanten Finanzzentren angeben)*

[ ]

**REDEMPTION** (§ 5)  
**RÜCKZAHLUNG** (§ 5)

**Redemption at Maturity**

**Rückzahlung bei Endfälligkeit**

Maturity Date [ ]  
*Rückzahlungstag*

Redemption Month [ ]  
*Rückzahlungsmonat*

**Final Redemption Amount**

**Rückzahlungsbetrag**

Principal amount  
*Nennbetrag*

Final Redemption Amount [ ]  
*Rückzahlungsbetrag*

**Early Redemption**

**Vorzeitige Rückzahlung**

**Early Redemption at the Option of the Issuer<sup>12</sup>** [Yes/No]  
**Vorzeitige Rückzahlung nach Wahl der Emittentin<sup>12</sup>** [Ja/Nein]

Minimum Redemption Amount<sup>13</sup> [ ]  
*Mindestrückzahlungsbetrag<sup>13</sup>*

Higher Redemption Amount<sup>13</sup> [ ]  
*Erhöhter Rückzahlungsbetrag<sup>13</sup>*

Call Redemption Date(s) [ ]  
*Wahlrückzahlungstag(e) (Call)*

Call Redemption Amount(s) [ ]  
*Wahlrückzahlungsbetrag/-beträge (Call)*

Minimum Notice [ ]  
*Mindestkündigungsfrist*

Maximum Notice  
*Höchstkündigungsfrist*

days  
*Tage*

Business Days  
*Geschäftstage*

(as defined in § 1(5))  
*(wie in § 1 Absatz 5 definiert)*

TARGET

Other (specify all relevant financial centres) [ ]  
*Sonstige (sämtliche relevanten Finanzzentren angeben)*

**Early Redemption at the Option of a Holder<sup>14</sup>** [Yes/No]  
**Vorzeitige Rückzahlung nach Wahl des Gläubiger<sup>14</sup>** [Ja/Nein]

<sup>12</sup> If not applicable, the following items may be deleted.  
*Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.*

<sup>13</sup> Only applicable for Bearer Notes.  
*Nur bei Inhaberschuldverschreibungen anwendbar.*

<sup>14</sup> If not applicable, the following items may be deleted.  
*Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.*

Call Redemption Date(s) [ ]  
*Wahlrückzahlungstag(e) (Put)*

Call Redemption Amount(s) [ ]  
*Wahlrückzahlungsbetrag/-beträge (Put)*

Minimum Notice [ ]  
*Mindestkündigungsfrist*

Maximum Notice  
*Höchstkündigungsfrist*

**Early Redemption Amount**  
***Vorzeitiger Rückzahlungsbetrag***

**Zero Coupon Notes**  
***Nullkupon-Schuldverschreibungen***

Addition of accrued interest  
*Aufzinsung*

Reference Price [ ]  
*Referenzpreis*

Deduction of unaccrued interest  
*Abzinsung*

**Other structured Notes including**  
**Dual Currency Notes, Index Linked Notes, Equity Linked Notes**  
**and Credit Linked Notes**

***Andere strukturierte Schuldverschreibungen,***  
***einschließlich Doppelwährungs- Schuldverschreibungen,***  
***indexierten Schuldverschreibungen,***  
***Equity Linked Schuldverschreibungen und***  
***Credit Linked Schuldverschreibungen***  
(Set forth details in full here) [ ]  
*(Einzelheiten einfügen)*

**AGENTS (§ 6)**

**BEAUFTRAGTE STELLEN (§ 6)**

Fiscal Agent [Deutsche Bank Aktiengesellschaft][Raiffeisen International Bank AG]  
*Emissionsstelle*

Calculation Agent [insert name and address]  
*Berechnungsstelle* [Name und Adresse einfügen]

Paying Agents<sup>15</sup>  
*Zahlstellen<sup>15</sup>*

Additional Paying Agent(s)/specified office(s) [ ]  
*Weitere Zahlstelle(n)/bezeichnete Geschäftsstelle(n)*

**AMENDMENT OF THE CONDITIONS; HOLDERS' REPRESENTATIVE (§ 11)**

**ÄNDERUNG DER BEDINGUNGEN, GEMEINSAMER VERTRETER (§ 11)**

Applicable  
*Anwendbar*

**Majority requirements**  
***Mehrheitserfordernisse***

---

<sup>15</sup> Only applicable for Bearer Notes.  
*Nur bei Inhaberschuldverschreibungen anwendbar.*

Qualified majority: 75 per cent.  
*Qualifizierte Mehrheit: 75 %*

**Appointment of Holders' Representative**  
***Bestellung eines Gemeinsamen Vertreters der Gläubiger***

- by resolution passed by Holders  
*durch Beschluss der Gläubiger*
- In the Conditions  
*In den Bedingungen*

Name and address of the Holders' Representative (specify details)  
*Name und Anschrift des Gemeinsamen Vertreters (Einzelheiten einfügen)*

- Not applicable  
*Nicht anwendbar*

**NOTICES (§ 13)**  
***MITTEILUNGEN (§ 13)***

**Place and medium of publication**  
***Ort und Medium der Bekanntmachung***

- Clearing System<sup>16</sup>  
*Clearingsystem<sup>16</sup>*
- Luxembourg  
*Luxemburg*
  - Website of the Luxembourg Stock Exchange (www.bourse.lu)  
*Internetseite der Luxemburger Börse (www.bourse.lu)*
  - Luxemburger Wort  
*Luxemburger Wort*
- Austria  
*Österreich*
  - Amtsblatt zur Wiener Zeitung  
*Amtsblatt zur Wiener Zeitung*
  - other newspaper (specify) [ ]  
*andere Tageszeitung (angeben)*
- Other (specify) [ ]  
*Sonstige (angeben)*
- Notice period [7 days][•]  
*Mitteilungsfrist* [7 Tage][•]

[Applicable][Not Applicable]  
[Anwendbar][Nicht anwendbar]

---

<sup>16</sup> Insert only in the case of Notes which are not to be listed on a regulated market.  
*Nur im Fall von Schuldverschreibungen, die nicht an einem regulierten Markt notiert werden, einfügen.*



**Part II.: OTHER INFORMATION**  
**Teil II.: ZUSÄTZLICHE INFORMATIONEN**

[Additional Risk Factors<sup>17</sup> [ ]  
Zusätzliche Risikofaktoren<sup>17</sup>]

**Interests of natural and legal persons involved in the issue/offer**

**Interessen von Seiten natürlicher und juristischer Personen,  
die an der Emission/dem Angebot beteiligt sind**

Save as discussed in the Prospectus under "Interests of Natural and Legal Persons involved in the Issue/Offer", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.  
*Mit Ausnahme der im Prospekt unter "Interests of Natural and Legal Persons involved in the Issue/Offer" ("Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind") angesprochenen Interessen besteht bei den an der Emission beteiligten Personen nach Kenntnis der Emittentin kein wesentliches Interesse an dem Angebot.*

Other interests (specify)  
*Andere Interessen (angeben)*

[Reasons for the offer<sup>18</sup> [as set out in the Prospectus][specify other]  
Gründe für das Angebot<sup>18</sup> [wie im Prospekt eingeben][andere Einzelheiten einfügen]

Estimated net proceeds<sup>19</sup> [ ]  
*Geschätzter Nettoerlös<sup>19</sup>*

Estimated total expenses of the issue<sup>20</sup> [ ]  
*Geschätzte Gesamtkosten der Emission<sup>20</sup>*

**Securities Identification Numbers**

**Wertpapierkennnummern**

ISIN [ ]  
*ISIN*

Common Code [ ]  
*Common Code*

German Securities Code [ ]  
*Wertpapierkennnummer (WKN)*

Any other securities number [ ]  
*Sonstige Wertpapiernummer*

<sup>17</sup> Include only issue specific risk factors which are not covered under "Risk Factors" in the Prospectus.

*Nur emissionsbezogene Risikofaktoren aufnehmen, die nicht bereits im Abschnitt "Risk Factors" des Prospekts enthalten sind.*

<sup>18</sup> See paragraph "Use of Proceeds" in the Prospectus. If reasons for the offer are different from making profit and/or hedging certain risks include those reasons here. Not to be completed in the case of Notes with a Specified Denomination of at least EUR 50,000 which are not derivative securities to which Annex XII of the Regulation 809/2004 applies.

*Siehe Abschnitt "Use of Proceeds" im Prospekt. Sofern die Gründe für das Angebot nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen, sind die Gründe hier anzugeben. Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 50.000, bei denen es sich nicht um derivative Wertpapiere handelt, auf die Anhang XII der Verordnung 809/2004 Anwendung findet.*

<sup>19</sup> If the Notes are derivative securities (i. e. if the final redemption amount may be less than 100 per cent. of the principal amount of a Note) to which Annex XII of the Regulation 809/2004 applies it is only necessary to include disclosure of estimated net proceeds where disclosure regarding reasons for the offer is included in these Final Terms.

*Sofern es sich um derivative Wertpapiere (d.h. Wertpapiere, bei denen der Rückzahlungsbetrag geringer als 100 % des Nennbetrags sein kann) handelt, auf die Anhang XII der Verordnung 809/2004 Anwendung findet, sind Angaben zu dem Geschätzten Nettoerlös nur dann zu veröffentlichen, wenn Angaben in diesen Endgültigen Bedingungen zu den Gründen für das Angebot gemacht worden sind.*

<sup>20</sup> If the Notes are derivative securities to which Annex XII of the Regulation 809/2004 applies it is only necessary to include disclosure of estimated total expenses where disclosure regarding reasons for the offer is included.

*Sofern es sich um derivative Wertpapiere handelt, auf die Anhang XII der Verordnung 809/2004 Anwendung findet, sind Angaben zu den geschätzten Gesamtkosten nur dann zu veröffentlichen, wenn Angaben zu den Gründen für das Angebot gemacht worden sind.*

**Yield<sup>21</sup>**  
**Rendite<sup>21</sup>**

Yield  
Rendite

[ ]

Method of calculating the yield<sup>22</sup>  
Berechnungsmethode der Rendite<sup>22</sup>

- ICMA method: The ICMA method determines the effective interest rate of notes taking into account accrued interest on a daily basis.  
*ICMA Methode: Die ICMA Methode ermittelt die Effektivverzinsung von Schuldverschreibungen unter Berücksichtigung der täglichen Stückzinsen.*

- Other methods (specify)  
*Andere Methoden (angeben)*

**Historic Interest Rates<sup>23</sup>**  
**Zinssätze der Vergangenheit<sup>23</sup>**

Details of historic [EURIBOR][OTHER] rates can be obtained from [insert relevant Screen Page]  
*Einzelheiten der Entwicklung der [EURIBOR][ANDERE] Sätze in der Vergangenheit können abgerufen werden unter [relevante Bildschirmseite einfügen]*

- Details Relating to the past and future Performance and Volatility of the [Index][Formula] [other Variable]. Explanation of Effect on Value of Investment and Associated Risks and other Information concerning the Underlying<sup>24</sup>**  
*Einzelheiten hinsichtlich der vergangenen und zukünftigen Entwicklung und der Volatilität des [Index] [der Formel][einer anderen Variablen]. Erläuterung der Auswirkungen auf den Wert der Anlage sowie verbundene Risiken und andere Informationen betreffend die Basiswerte<sup>24</sup>*

[Specify details here]  
*[Einzelheiten hier angeben]*

**Market disruption or settlement disruption events that may affect the underlying<sup>25</sup>**  
**Störungen des Markts oder bei der Abrechnung, die den Basiswert beeinflussen<sup>25</sup>**

<sup>21</sup> Only applicable for Fixed Rate Notes and Zero Coupon Notes.

*Nur bei festverzinslichen und Nullkupon-Schuldverschreibungen anwendbar.*

<sup>22</sup> Not required for Notes with a Specified Denomination of at least EUR 50,000.  
*Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 50.000.*

<sup>23</sup> Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 50,000.  
*Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 50.000.*

<sup>24</sup> Only applicable for Index Linked or other Variable Linked Notes: Need to include details of where information relating to past and future performance and volatility of the index/formula/other variable can be obtained. If the Notes are derivative securities to which Annex XII of the Regulation 809/2004 applies and where the underlying is an index, need to include the name of the index, the ISIN of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. In the case of Notes with a Specified Denomination of less than EUR 50,000 or a minimum transfer amount of less than EUR 50,000 need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when risks are most evident.

*Nur bei Index Linked und anderen an eine Variable gebundene Schuldverschreibungen anwendbar. Es sind Angaben darüber erforderlich, wo Informationen über die vergangene und künftige Wertentwicklung sowie die Volatilität des Index/der Formel/einer anderen Variablen eingeholt werden können. Sofern es sich um derivative Wertpapiere handelt, auf die Anhang XII der Verordnung 809/2004 Anwendung findet, und sofern es sich bei dem Basiswert um einen Index handelt, ist die Bezeichnung des Index und die ISIN des Index anzugeben und – sofern der Index von der Emittentin zusammengestellt wird – eine Indexbeschreibung. Wird der Index nicht von der Emittentin zusammengestellt, Angabe erforderlich, wo Informationen zu diesem Index zu finden sind. Handelt es sich bei dem Basiswert nicht um einen Index, so sind entsprechende Informationen einzufügen. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 50.000 oder Schuldverschreibungen, die zu einem Mindestübertragungsbetrag von weniger als EUR 50.000 pro Wertpapier erworben werden können, ist eine umfassende Erläuterung vorzunehmen, wie der Wert der Anlage durch den Wert des Basiswerts beeinflusst wird, insbesondere in Fällen, in denen die Risiken am offensichtlichsten sind.*

<sup>25</sup> To be completed only if applicable.

*Nur falls anwendbar einzufügen.*

[insert details here]  
[Einzelheiten hier einfügen]

**Adjustment rules with relation to events concerning the underlying**  
**Anpassungsregeln in Bezug auf Vorfälle, die den Basiswert beeinflussen**  
[insert details here]  
[Einzelheiten hier einfügen]

- Details Relating to the past and future Performance and the Volatility of Rate(s) of Exchange and Explanation of Effect on Value of Investment<sup>26</sup>**  
**Einzelheiten der vergangenen und zukünftigen Entwicklung und der Volatilität des bzw. der Wechselkurse und Erläuterung der Auswirkungen auf den Wert der Anlage<sup>26</sup>**
- [Specify details here]  
[Einzelheiten hier angeben]

**Selling Restrictions**  
**Verkaufsbeschränkungen**

The Selling Restrictions set out in the Prospectus shall apply.  
*Es gelten die im Prospekt wiedergegebenen Verkaufsbeschränkungen.*

- TEFRA C  
*TEFRA C*
- TEFRA D  
*TEFRA D*
- Neither TEFRA C nor TEFRA D  
*Weder TEFRA C noch TEFRA D*

Additional Selling Restrictions (specify)  
*Zusätzliche Verkaufsbeschränkungen (angeben)*

[None] [ ]  
[Keine] [ ]

**Taxation**  
**Besteuerung**

Information on taxes on the income from the Notes withheld at source in respect of countries where the offer is being made or admission to trading is being sought<sup>27</sup>  
*Informationen über die an der Quelle einbehaltene Einkommensteuer auf die Schuldverschreibungen hinsichtlich der Länder, in denen das Angebot unterbreitet oder die Zulassung zum Handel beantragt wird<sup>27</sup>*

[None] [specify details]  
[Keine] [Einzelheiten einfügen]

**Restrictions on the free transferability of the Notes**  
**Beschränkungen der freien Übertragbarkeit der Wertpapiere**

[None] [specify details]  
[Keine] [Einzelheiten einfügen]

<sup>26</sup> Only applicable for Dual/Multi Currency Notes. Need to include details of where past and future performance and volatility of the relevant rate(s) can be obtained. In the case of Notes with a Specified Denomination of less than EUR 50,000 need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.

*Nur bei Doppel-/Multiwährungsschuldverschreibungen anwendbar. Es sind Angaben darüber erforderlich, wo Informationen über die vergangene und künftige Wertentwicklung und Volatilität der maßgeblichen Wechselkurse eingeholt werden können. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 50.000 ist eine umfassende Erläuterung vorzunehmen, wie der Wert der Anlage durch den Wert des Basiswerts beeinflusst wird, insbesondere in Fällen, in denen die Risiken am offensichtlichsten sind.*

<sup>27</sup> Unless specified in the Prospectus. Only applicable for Notes with a Specified Denomination of less than EUR 50,000. Soweit nicht bereits im Prospekt beschrieben. Nur bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 50.000 anwendbar.

**Additional Information for Public Offers**  
**Zusätzliche Informationen für öffentliche Angebote**

[Applicable] [Not Applicable]<sup>28</sup>  
 [Anwendbar] [Nicht anwendbar]<sup>28</sup>

**[Conditions to which the offer is subject]<sup>29</sup>**  
**Bedingungen, denen das Angebot unterliegt<sup>29</sup>**

Time period, including any possible amendments, during which the offer will be open <i>Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt</i>	[ ]
Description of the application process <i>Beschreibung des Prozesses für die Umsetzung des Angebots</i>	[ ]
A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants <i>Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner</i>	[ ]
Details of the minimum and/or maximum amount of application, (whether in number of notes or aggregate amount to invest) <i>Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)</i>	[ ]
Method and time limits for paying up the notes and for delivery of the notes <i>Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung</i>	[ ]
Manner and date in which results of the offer are to be made public <i>Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind</i>	[ ]
The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. <i>Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte</i>	[ ]
Various categories of potential investors to which the Notes are offered <i>Angabe der verschiedenen Kategorien der potentiellen Investoren, denen die Schuldverschreibungen angeboten werden</i>	[ ]
Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made <i>Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist</i>	[ ]

<sup>28</sup> Not applicable under German law. If applicable in the relevant jurisdiction, insert: "An offer of the Notes may be made by the Dealers [and *[specify, if applicable]*] other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported*] during the period from [ ] until [ ]". Nicht anwendbar nach deutschem Recht. Wenn anwendbar in der jeweiligen Jurisdiktion, einfügen: "Die Schuldverschreibungen können von den Platzgebern [und *[angeben, falls anwendbar]*] anders als gemäß Artikel 3(2) der Prospekttrichlinie in [*die jeweiligen Mitgliedstaaten angeben, die den Jurisdiktionen entsprechen müssen, in die der Prospekt und etwaige Nachträge notifiziert wurden*] im Zeitraum von [ ] bis [ ] angeboten werden".

<sup>29</sup> Items 5.1.1, 5.1.3 – 5.1.8, 5.2, 5.4.1 of Annex V and items 5.1.1, 5.1.3 – 5.1.6, 5.2, 5.4.1 of Annex XII of the Regulation 809/2004 are to be checked for each individual case whether applicable or not. However, in respect of each issue of Notes with a Specified Denomination of less than EUR 50,000 (Annex V) and in the case of derivative securities (Annex XII), the Issuer shall consider whether one of these items is applicable and, if so, specify the relevant details relating thereto. If not applicable, the following items may be deleted.  
 Die Unterpunkte 5.1.1, 5.1.3 – 5.1.8, 5.2 und 5.4.1 von Anhang V sowie die Unterpunkte 5.1.1, 5.1.3 – 5.1.6, 5.2, 5.4.1 von Anhang XII der Verordnung 809/2004 sind für den Einzelfall auf ihre Anwendbarkeit zu prüfen. Bei jeder Emission mit einer festgelegten Stückelung von weniger als EUR 50.000 (Anhang V) bzw. im Fall von derivativen Wertpapieren (Anhang XII) hat die Emittentin jedoch zu prüfen, ob einer der genannten Unterpunkte anwendbar ist, und falls ja, die entsprechenden Einzelheiten einzufügen. Falls nicht anwendbar können die folgenden Angaben gelöscht werden.

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place.

*Name und Anschrift des Koordinator/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots und – sofern der Emittentin oder dem*

*Anbieter bekannt – Angaben zu den Platzeuren in den einzelnen Ländern des Angebots]*

[ ]

#### **Method of distribution**

##### **Vertriebsmethode**

Non-syndicated

*Nicht syndiziert*

Syndicated

*Syndiziert*

Date of Subscription Agreement<sup>30</sup>

*Datum des Subscription Agreements<sup>30</sup>*

[ ]

#### **Management details including form of commitment<sup>31</sup>**

*Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme<sup>31</sup>*

Dealer/Management Group (specify name(s) and address(es))

*Platzeur/Bankenkonsortium (Name(n) und Adresse(n) angeben)*

[ ]

Firm commitment

*Feste Zusage*

[ ]

No firm commitment / best efforts arrangements

*Keine feste Zusage / zu den bestmöglichen Bedingungen*

[ ]

#### **Commissions**

##### **Provisionen**

Management/Underwriting Commission (specify)

*Management- und Übernahmeprovision (angeben)*

[ ]

Selling Concession (specify)

*Verkaufsprovision (angeben)*

[ ]

Listing Commission (specify)

*Börsenzulassungsprovision (angeben)*

[ ]

Other (specify)

*Andere (angeben)*

[ ]

#### **Stabilising Dealer/Manager**

*Kursstabilisierender Dealer/Manager*

[insert details][None]

[Einzelheiten einfügen][Keiner]

#### **Admission(s) to Trading and Listing(s)**

*Börsenzulassung(en) und –notierung(en)*

[Yes][No]

[Ja][Nein]

Luxembourg Stock Exchange: Admission: Regulated Market / Listing: Official List

*Luxemburger Wertpapierbörse: Börsenzulassung: Regulierter Markt / Notierung: Official List*

WBAG Vienna Stock Exchange: Second Tier of Regulated Market

*WBAG Wiener Wertpapierbörse: Geregelter Freiverkehr*

Other (insert details)

*Sonstige (Einzelheiten einfügen)*

[ ]

<sup>30</sup> Required only for Notes issued on a syndicated basis in the case of Notes with a Specified Denomination of less than EUR 50,000 or derivative securities.

*Nur erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 50.000 sowie bei derivativen Wertpapieren, wenn es sich um Schuldverschreibungen handelt, die auf syndizierter Basis begeben werden.*

<sup>31</sup> Not required for Notes with a Specified Denomination of at least EUR 50,000.

*Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 50.000.*

Expected date of admission<sup>32</sup> [ ]  
*Erwarteter Termin der Zulassung*<sup>32</sup>

Estimate of the total expenses related to admission to trading<sup>33</sup> [ ]  
*Geschätzte Gesamtkosten für die Zulassung zum Handel*<sup>33</sup>

Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, notes of the same class of the Notes to be offered or admitted to trading are already admitted to trading.<sup>34</sup>  
*Angabe geregelter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind*<sup>34</sup>

- Luxembourg (Regulated Market of the Luxembourg Stock Exchange)  
*Luxemburg (Regulierter Markt der Luxemburger Börse)*
- Vienna (Second Tier of Regulated Market of the Vienna Stock Exchange)  
*Wien (Geregelter Freiverkehr der Wiener Börse)*
- Other (insert details) [ ]  
*Sonstige (Einzelheiten einfügen)*

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment<sup>35</sup>  
*Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung*<sup>35</sup>

[not applicable] [specify details]  
*[nicht anwendbar] [Einzelheiten einfügen]*

**Rating**<sup>36</sup> [ ]  
**Rating**<sup>36</sup>

**Other relevant terms and conditions (specify)** [ ]  
***Andere relevante Bestimmungen (einfügen)***

**[Listing:**<sup>37</sup>  
***[Börsenzulassung:***<sup>37</sup>

<sup>32</sup> To be completed only, if known.  
*Nur auszufüllen, sofern bekannt.*

<sup>33</sup> Not required for Notes with a Specified Denomination of less than EUR 50,000.  
*Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 50.000.*

<sup>34</sup> Only to be completed in the case of an increase. In the case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 50,000.  
*Nur auszufüllen im Falle einer Aufstockung. Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 50.000.*

<sup>35</sup> Not required for Notes with a Specified Denomination of at least EUR 50,000.  
*Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 50.000.*

<sup>36</sup> Do not complete, if the Notes are not rated on an individual basis. In the case of Notes with a Specified Denomination of less than EUR 50,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.  
*Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 50.000, kurze Erläuterung der Bedeutung des Ratings, wenn dieses unlängst von der Ratingagentur erstellt wurde.*

<sup>37</sup> Include only in the version of the Final Terms which is submitted to the relevant stock exchange in the case of Notes to be listed on such stock exchange.  
*Nur in derjenigen Fassung der Endgültigen Bedingungen einfügen, die der betreffenden Börse, bei der die Schuldverschreibungen zugelassen werden sollen, vorgelegt wird.*

The above Final Terms comprise the details required to list this issue of Notes (as from **[insert Issue Date for the Notes]**) under the EUR 25,000,000,000 Debt Issuance Programme of Raiffeisen Bank International AG.

*Die vorstehenden Endgültigen Bedingungen enthalten die Angaben, die für die Zulassung dieser Emission von Schuldverschreibungen (ab dem **[Tag der Begebung der Schuldverschreibungen einfügen]**) unter dem EUR 25.000.000.000 Debt Issuance Programme der Raiffeisen Bank International AG erforderlich sind.]*

**Responsibility:**

**Verantwortlichkeit:**

The Issuer accepts responsibility for the information contained in these Final Terms as set out in the Responsibility Statement on page 2 of the Prospectus, provided that, with respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof. *Die Emittentin übernimmt die Verantwortung für die in diesen Endgültigen Bedingungen enthaltenen Informationen, wie im Responsibility Statement auf Seite 2 des Prospekts bestimmt. Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten verschwiegen wurden, die die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.*

**Raiffeisen Bank International AG**

---

[Name & title of signatories]

*[Name und Titel der Unterzeichnenden]*

# DESCRIPTION OF RAIFFEISEN BANK INTERNATIONAL AG

## INFORMATION ON THE ISSUER

### 1. Preliminary Remarks

A description of **Raiffeisen Bank International AG** in its capacity as the Issuer is given in Sections 1.1 through 1.1.2 below. Upon registration in the company register on 10 October 2010 (the "**Reorganisation Date**") the Issuer was created by way of a restructuring of Raiffeisen International Bank-Holding AG ("**RI**") and the corporate customer business of Raiffeisen Zentralbank Österreich AG ("**RZB**"), i.e. the major parts of its banking operations as well as equity interests relating to RZB's operational corporate customer business of the division so transferred (the "**Reorganisation**"). Therefore, in particular the corporate history and development of the RI and RZB Groups are described below. A description of the business activities of the RBI Group recently created in this context is given in Section 3.

For the sake of completeness, the Reorganisation of the RZB Group and RI is set forth in Section 1.2.

### 1.1 Corporate history and business development of the Issuer

The Issuer is the absorbing entity of the Reorganisation created by a spin-off of the "corporate customer business" (including equity interests relating to the operational corporate customer business) of RZB and the subsequent merger with RI. Its corporate history, therefore, comprises the development of these two companies/groups.

#### *RZB/RZB Group*

The presently existing RZB was established on 16 August 1927 under the name of "*Girozentrale der österreichischen Genossenschaften*". Subsequently, it was renamed several times. Effective as of 2 October 1989, its corporate name was changed from "*Genossenschaftliche Zentralbank Aktiengesellschaft*" to its present name "*Raiffeisen Zentralbank Österreich Aktiengesellschaft*".

In Austria, RZB specialized in the commercial and investment banking business up until the Reorganisation Date. The focus of corporate activities was on the country's "Top 1,000 companies". In particular in the areas of trade finance, project finance, cash management, treasury and fixed-income products, RZB served not only a large number of domestic but also many international major customers and multinational companies. These business activities and the related equity interests were transferred to RBI when the Reorganisation took effect.

In addition, RZB previously acted as the principal and central institution of Raiffeisen Banking Group Austria ("**RBG**") and, in this capacity, continues to be a central interface for RBG after the Reorganisation, performing important liquidity balancing functions as well as representing international interests and providing consultancy services. After the Reorganisation, RBI also joined the communal liquidity balancing system, with RZB acting as interface for the liquidity reserves held by associated banks. Furthermore, RZB coordinates synergies between RBG and RBI as well as services, products and processes on behalf of RBG. After the Reorganisation, RZB continues to hold a number of equity interests in the context of its investment management activities that either do not mainly relate to the corporate customer business transferred to RBI or bear a specific operational relationship to the finance business with banks of the Austrian Raiffeisen banking sector, such as, for example, Raiffeisen Factor Bank AG, Raiffeisen Bausparkasse GmbH and UNIQA Versicherungen AG. Furthermore, RZB holds the statutory minimum liquidity reserves of associated institutions.

In CEE, RZB was and continues to be represented via its subsidiary RBI (acting under the name of RI prior to the Reorganisation) by 15 bank subsidiaries, the so-called network banks, with an extensive branch network.

On a supplementary basis, RZB was represented at the major financial centers of the world, at selected locations in Western Europe as well as primarily in Asia via branch offices, specialist companies and representative offices also transferred to RBI in connection with the Reorganisation.

RZB was and continues to be the parent company of the RZB Group ("**RZB Group**"), the third largest banking group in Austria in terms of consolidated total assets in the amount of EUR 152.2 billion as of 30 June 2010. (Source: unaudited RI Group semi-annual financial statements as of 30 June 2010).



In addition to RZB, RBI and UNIQA Versicherungsgesellschaft AG are the most important group entities of the RZB Group which comprises more than 100 companies.

The RZB Group's business development was marked by strong growth during the years prior to the outbreak of the financial and economic crisis in 2008. This is reflected, for example, in the increase in total assets and in loans and advances to customers. The growth of the RZB Group subsidiary RBI (acting under the name of RI prior to the Reorganisation) and its network banks in CEE was instrumental for this development. Traditionally, net interest income accounted for by far the largest contribution to the operating result in the past, followed by net fee and commission income and net trading income, although the latter was subject to market-specific higher volatility. Upon the outbreak of the financial and economic crisis provisioning for impairment losses increased substantially and affected the results in 2008 and 2009 accordingly. Management responded to the negative effects of the financial and economic crisis by pursuing a new stricter risk policy and taking cost reduction measures.

<b>RZB Group-Main financial figures</b>					
	<b>Half-year 2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006*</b>
	<b>(unaudited)</b>	<b>(audited)</b>	<b>(audited)</b>	<b>(audited)</b>	<b>(audited)</b>
<b>Amounts in millions of EUR</b>					
<b>Income statement</b>					
Net interest income	1,790	3,462	4,010	2,942	2,186
Provisioning for impairment losses	-608	-2,247	-1,150	-308	-346
Net fee and commission income	715	1,422	1,768	1,516	1,177
Net trading income	181	418	19	94	257
Administrative expenses	-1,468	-2,795	-3,117	2,645	-2,113
Profit before taxes	547	824	597	1,485	1,882
Profit after taxes	487	571	432	1,190	1,631
Consolidated profit	402	433	48	778	1,169
Per share earnings in EUR	51.6	36.5	6.4	150.7	239.9
<b>Balance sheet</b>					
Loans and advances to banks	31,627	33,887	29,115	30,910	32,006
Loans and advances to customers	78,920	74,855	84,918	73,071	53,106
Deposits from banks	51,492	49,917	54,148	48,899	44,129
Deposits from customers	55,492	55,423	59,120	55,369	44,727
Equity (including minorities and profits)	11,007	10,308	8,587**	8,422	6,637
Total assets	152,212	147,938	156,921	137,402	115,629

\* Including one-off effects due to the sale of Raiffeisenbank Ukraine and the minority interest in Bank TuranAlem in the amount of EUR 596 million.

\*\* Participation capital retroactively reclassified as Equity (see note 34 to the consolidated financial statements of RZB).

Source: Extracted from RZB Annual Accounts as of 31 December 2009 as well as from the unaudited financial accounts of RZB for the first half year 2010 as of 30 June 2010.

#### *RI/RI Group*

RI was formed in 1991 by RZB as a holding company for bundling the RZB Group's investments and interests in Central and Eastern Europe ("CEE"). It was renamed several times and has been operating under the name of "Raiffeisen International Bank-Holding AG" (RI) since 2003. RI was and RBI continues to be a fully consolidated subsidiary of RZB.

The Initial Public Offering ("IPO") and stock exchange listing of RI, until that time an 86 per cent. subsidiary of RZB, occurred in April 2005. After the listing and initial quotation on the Vienna Stock Exchange, RZB held 100 million shares of common stock; this corresponded to an equity interest of about 70 per cent. in RI.

The principal motive for the IPO was to secure funding for a further expansion in CEE, a region with more than 300 million inhabitants.

On 19 September 2007, RI started a Secondary Public Offering ("SPO"). In the wake of such capital increase, 11,897,500 new shares were issued; the nominal share capital of RI increased from EUR 435,448,500 to EUR 471,735,875. Half of the capital increase was subscribed for by RZB so that its percentage shareholding was reduced to 68.5 per cent.

To secure the long-term future prospects of the RZB/RI Group after the interruption in the process of catching up in CEE due to the global economic crisis, *inter alia* strengthening the competitive position in CEE but also in Austria, and to facilitate access to the money and capital markets and to achieve a broader product range, the Management Boards of RI and RZB passed a resolution on the spin-off of and subsequent merger of major parts of RZB's banking business with RI (the Reorganisation) in April 2010.

At the time of such resolution, RZB held, indirectly via two wholly owned subsidiaries, Raiffeisen International Beteiligungs GmbH ("**RI-Bet**") and Cembra Beteiligungs AG ("**Cembra**") - an equity interest of approximately 72.8 per cent. in RI. The remaining approximately 27.2 per cent. of the outstanding shares in RI were free float.

On 7 July 2010 and 8 July 2010, respectively, the general meetings of the companies involved passed resolutions with an overwhelming majority approving of the Reorganisation.

With retroactive effect as of 31 December 2009 (record date), a division of RZB's banking operations defined as the "corporate customer business" as well as its equity interests relating to the operational corporate customer business were spun off from RZB and transferred to Cembra; immediately afterwards, also with retroactive effect as of 31 December 2009, Cembra merged into RI with RI being the absorbing entity.

On the occasion of the Merger, RI increased its nominal capital from formerly EUR 471,735,875.00 by EUR 124,554,753.20 to EUR 596,290,628.20 through the issuance of 40,837,624 new bearer shares in RI. The capital increase was implemented by way of compensation for Cembra's corporate assets transferred to RI in the wake of the Merger.

When the Reorganisation took effect, RI changed its name to Raiffeisen Bank International AG (RBI), obtained an Austrian banking license and continues to be listed on the Vienna Stock Exchange.

Until the end of the fiscal year 2008, the RI Group reported a dynamic and steady growth reflected in almost all its key figures relating to the RI Group's statement of financial positions and income statement. Total assets and loan and advances to customers increased by an average rate of 28 per cent. and 33 per cent., respectively, during the period from 2005 to 2008. Consolidated net profit even increased by an annual average rate of 37 per cent. during that same period. The high growth rates of the emerging CEE economies where the RI Group and its network banks and other financial service providers are firmly rooted were instrumental in this development. The largest contribution to the operating result related to net interest income, followed by net fee and commission income. Net trading income has been of lesser importance within the RI Group. However, the CEE markets were not spared from the outbreak of the financial and economic crisis so that provisioning for impairment losses had to be increased substantially, affecting business development accordingly. Business volume declined for the first time in 2009, lending guidelines were tightened and previously strong growth-related cost increases were curbed.

**RI Group – Main financial figures**

	<b>Half-year 2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006*</b>
	<b>(unaudited)</b>	<b>(audited)</b>	<b>(audited)</b>	<b>(audited)</b>	<b>(audited)</b>
<b>Amounts in millions of EUR</b>					
<b>Income statement</b>					
Net interest income	1,430	2,937	3,232	2,419	1,764
Provisioning for impairment losses	-560	-1,738	-780	-357	-309
Net fee and commission income	599	1,223	1,496	1,250	933
Net trading income	94	186	168	128	175
Administrative expenses	-1,207	-2,270	-2,633	-2,184	-1,694
Profit before taxes	304	368	1,429	1,238	891
Profit after taxes	212	287	1,078	973	686
Consolidated profit (after minorities)	171	212	982	841	594
<b>Balance sheet</b>					
Loans and advances to banks	9,217	10,310	9,038	11,053	8,202
Loans and advances to customers	52,370	50,515	57,902	48,880	35,043
Deposits from banks	19,946	20,110	26,213	19,927	13,814
Deposits from customers	43,255	42,578	44,206	40,457	33,156
Equity (including minorities and profits)	7,469	7,000	6,518	6,622	4,590
Total assets	78,115	76,275	85,397	72,743	55,867

\* Excluding one-off effects due to the sale of Raiffeisenbank Ukraine and the minority interest in Bank TuranAlem.

Source: Extracted from RI Annual Accounts as of 31 December 2009 as well as from the unaudited financial accounts of RI for the first half year 2010 as of 30 June 2010.

**RBI/RBI Group**

The corporate history of RBI is based on the history of RI, under whose name it had operated before the Reorganisation took effect, and of RZB, which contributed the corporate customer business division and the related operational investments in the context of such Reorganisation. The newly renamed RBI Group, therefore, considers CEE and Austria its domestic markets. In addition, the Group is represented in a number of international financial centers and in the Asian growth markets. It maintains 2,959 branch offices and has more than 14.7 million customers worldwide (as of 30 June 2010). The CEE network controlled by RBI comprises 15 network banks and a large number of other financial service providers in 17 markets. In 5 of these markets, the RI network banks rank among the relevant country's top 3 banks in terms of total assets (as of 30 June 2010).

RBI is represented in the following markets via its own network banks or financial service providers: Albania, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Ukraine, Hungary, Kazakhstan, Kosovo, Poland, Romania, Russia, Serbia, Slovakia, Slovenia as well as Moldova (Moldova is included due to the economic links to Romania and the corresponding management organization within the Group).

A major prerequisite for the Issuer's previous success in CEE was and still is its extensive market knowledge based on traditionally close links to the region which permits the Issuer to position itself in these regional markets.

In these markets, the RBI Group offers a wide range of banking and financial services, including leasing, asset management and insurance product brokerage services. The broadly diversified customer base includes major local customers, small and medium-sized enterprises, public sector institutions and private customers.

As RBI's pro forma figures are only available back to 2009, a description of RBI's business development would not be meaningful. The pro forma figures as of 30 June 2010 show that the (pro forma) operating result

of RBI – as well as that of RI and RZB – is mainly supported by net interest income. RBI’s net fee and commission income, as a revenue driver, ranks before net trading income which can already be identified as being more volatile. The measures implemented at RI and RZB in response to the financial and economic crisis, such as a stricter risk policy and cost reduction programs, are being continued at RBI.

*Raiffeisen Bankengruppe Österreich ("RBG")*

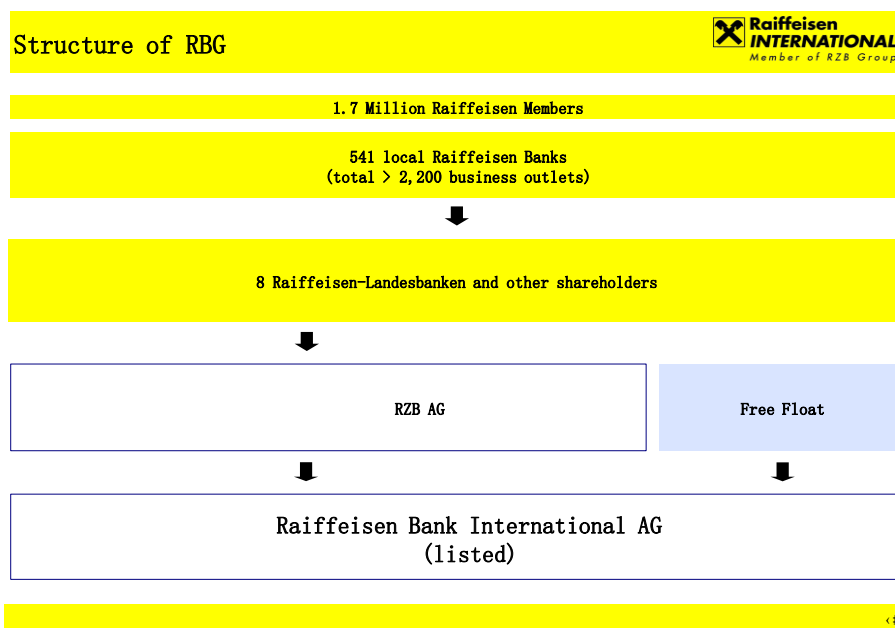
Both, RBI and RZB, are members of the Raiffeisen Banking Group Austria (*Raiffeisen Bankengruppe Österreich, "RBG"*) and thus important constituent parts of one of Austria's largest banking groups. With its dense branch network, RBG has excellent customer access and the important market position it holds in Austria was achieved by its own efforts, through solid growth.

RBG is a three-tier organization comprising the autonomous and locally active Raiffeisen banks ("**Raiffeisen banks**" – first tier), the *Raiffeisen-Landeszentralen* (regional Raiffeisen banks) (second tier and main shareholders of RZB) as well as RZB (central institution and third tier).

RZB (the third tier of the Raiffeisen Bankengruppe) acts as the central institution of RBG as provided in § 23 subparagraph 13 no. 6 and § 25 subparagraph 13 of the Austrian Banking Act (*Bankwesengesetz - "BWG"*). In its capacity as the principal institution of the RBG, RZB acts as representative of RBG with respect to nationwide issues. As the principal and central institution of the RBG, RZB continues to be the central interface for liquidity reserves held by those associated institutions that are members of the decentralized RBG. After the Reorganisation, RBI also joined the communal liquidity balancing system.

RBG does not constitute a group of companies (*Konzern*) within the meaning of § 15 of the Austrian Stock Corporation Act (*Aktiengesetz, BGBl. 1965/98, as amended*).

The Raiffeisen banks of any Austrian federal state (first tier) act as so-called "universal banks", offering a complete range of banking products and services. At the same time, they collectively own their relevant *Raiffeisen Landesbanken* which operate at a regional level. The autonomous Raiffeisen banks and RBG’s *Raiffeisen-Landeszentralen* are neither part of the RZB Group nor of the RBI Group. In terms of total assets, market share data relating to the business with retail customers as well as small and medium-sized enterprises and the number of branch offices, RBG is one of the largest banking groups in Austria. With 2,234 branch offices as of 30 June 2010, it maintains the largest banking network in Austria; its market share in the Austrian banking sector corresponds to approximately one quarter (source: Issuer’s calculations and monthly statistical reports of the Austrian National Bank (*Oesterreichische Nationalbank - "OeNB"*) and OeKB as of 30 June 2010).



\* Source: Compiled by the Issuer as of 23 March 2010 – structure after Reorganisation.

Approximately 78.5 per cent. of the shares in the listed RBI are at the date of this Prospectus indirectly held by RZB. The remaining approx. 21.5 per cent. of its shares are widely held by institutional (about two-thirds) and private investors (about one third). Most of these private investors are located in Austria.

Just under 88 per cent. of RZB's nominal capital is held by the *Raiffeisen-Landeszentralen*. The largest stakes (directly and indirectly held, on an accumulated basis) are held by *Raiffeisenlandesbank Niederösterreich-Wien AG* (approximately 31 per cent.), *Raiffeisen-Landesbank Steiermark AG* and *Raiffeisenlandesbank Oberösterreich Aktiengesellschaft* (approx. 15 per cent. each). Shareholders other than *Raiffeisen-Landeszentralen* are primarily UBG-Bankenbeteiligungs Gesellschaft m.b.H., UNIQA Versicherungen AG and the warehousing group RWA Raiffeisen Ware Austria.

See also "Description of Raiffeisen Bank International AG – 7. Major Shareholders") with respect to the Issuer's share capital and major shareholders.

*Membership in the Raiffeisen-Kundengarantiegemeinschaft Österreich (Austrian Raiffeisen Customer Guarantee Association – "RKÖ") and Österreichische Raiffeisen Einlagensicherung eGen (Austrian Raiffeisen Deposit Insurance registered corporation "ÖRE"); statutory deposit guarantee system*

RKÖ is an association founded in the year 2000 that, supplementary to the statutory Austrian deposit insurance system, guarantees under certain circumstances up to 100 per cent. of its member banks' customer deposits.

RKÖ is composed of regional customer guarantee associations joining together at the federal level. The financial reserves of all member banks are applied in a legally binding manner in accordance with a precisely stipulated allocation and debiting system so that the value of customer deposits, in certain circumstances, will be safeguarded beyond the amount guaranteed under the statutory deposit insurance even in any so far unheard-of case of bankruptcy.

Funds are raised within the RKÖ in the form of basic membership fees to cover ongoing administrative expenses and – upon occurrence of a customer guarantee event – in the form of special membership fees to settle guaranteed customer claims. The RZB Group's membership fees are determined on the basis of its guaranteed customer claims as specified in its most recent audited financial statements and those of regional customer guarantee associations are calculated on the basis of the relevant member data.

Upon the Reorganisation Date, RBI has become a member of the RKÖ and, consequently, its customer deposits and claims relating to its own issues of securities are largely covered by this deposit guarantee. Customer deposits held by RBI subsidiaries as well as claims relating to securities issued by RBI subsidiaries are not covered by this deposit guarantee.

Upon the Reorganisation Date, RBI, in its capacity as a credit institution, as well as its Austrian banking subsidiaries have also become members of the ÖRE which performs statutory deposit guarantee and investor compensation functions pursuant to the BWG on behalf of RBG members.

#### 1.1.1 General Information about the Issuer

The Issuer operates under the name of "Raiffeisen Bank International AG" (prior to the Reorganisation: "Raiffeisen International Bank-Holding AG"); the Issuer's trade name is "Raiffeisenbank International" or "RBI" or "RBI Group". The Issuer was established in 1991 for an unlimited duration under the name of "DOIRE Handels- und Beteiligungsgesellschaft mbH".

The Issuer is registered in the company register of the Commercial Court of Vienna (Republic of Austria) under number FN 122119m.

RZB, whose "corporate customer business" was merged into RI in connection with the Reorganisation, is registered still unvaried under its hitherto commercial name "Raiffeisen Zentralbank Österreich Aktiengesellschaft" in the company register of the Commercial Court of Vienna (Republic of Austria) under number FN 58882t. RZB was established on 16 August 1927 for an unlimited duration.

RI, with effect of the Reorganisation Date has taken over RZB's corporate customer business and changed its name to "Raiffeisen Bank International AG" as of the Reorganisation Date. Registration in the company register occurred on 10 October 2010.

RBI is a stock corporation under Austrian law. RBI was incorporated and its registered office is in Vienna (Republic of Austria). Its head office is located at:

Am Stadtpark 9  
A-1030 Vienna  
Austria  
Telephone number: +43 (1) 717-07 - 0

The principal place of business is identical with the head office.

#### 1.1.2 Statutory purpose of the company

Statutory purpose of the Issuer shall be to engage in banking business of any kind pursuant to § 1 para. 1 of the Austrian Banking Act (Bankwesengesetz – "BWG") and associated transactions; with the exception, however, of any investment fund business, real estate investment fund business, participation fund business, severance and retirement fund business, building savings and loan business, and the issuance of mortgage bonds and municipal bonds.

Further purposes of the Issuer are:

- a) Consulting and management services of any kind for the business enterprises in which the Issuer holds a participation or which are otherwise affiliated with the Issuer;
- b) Activities and services of any kind which are directly or indirectly connected with the banking business of the Issuer, including in particular the activities set out in § 1 paras. 2 and 3 of the Banking Act, the performance of management consulting services, including company organisation services and services in the field of automatic data processing and information technology.

In compliance with applicable law the Issuer shall be authorized to raise supplementary capital, subordinated capital and short-term subordinated capital within the meaning of § 23 paras. 7 to 8a of the BWG, as well as hybrid capital pursuant to § 24 para. 2 nos. 5 and 6 of the BWG, and to issue financial instruments that are comparable thereto.

The Issuer shall be authorized to acquire real estate, to establish branches and subsidiaries in Austria and elsewhere, and to acquire shareholdings in other companies. Moreover, the Issuer shall be entitled to engage in any and all transactions and to take all measures which are deemed necessary or expedient for the fulfillment of the Issuer's purposes, including without limitation in areas that are similar or related to such purpose.

#### 1.1.3 Material recent events in the context of the Issuer's business activities that are highly relevant for the evaluation of its solvency.

The Issuer is not aware of any recent adverse events (i.e. occurring after the most recent audited financial statements/consolidated financial statements of the Issuer (at that time RI) as of 31 December 2009 and the publication of the unaudited semi-annual financial statements as of 30 June 2010) in the context of its business activities that are highly relevant for the evaluation of its solvency. The following description of the Reorganisation is relevant for the assessment of the Issuer's solvency.

## 1.2 REORGANISATION

The Issuer is the absorbing company of the Reorganisation registered in the company register on 10 October 2010. As it was created by way of a partial spin-off and subsequent merger, in particular of RZB's "corporate customer business" (including equity interests relating to the operational corporate customer business) into RI, the Reorganisation is highly relevant for the evaluation of the Issuer's solvency.

Prior to the Reorganisation, RZB indirectly held a 100 per cent. stake in Cembra via its 100 per cent shareholding in RI-Bet. Cembra, in turn, held a stake of approx. 72.8 per cent. in RI. The remaining approx. 27.2 per cent. of the outstanding shares in RI were widely held.

RZB transferred its "corporate customer business", i.e. major parts of its banking operations as well as equity interests relating to the operational corporate customer business of the division so transferred, to RI. To this end, it assigned these parts of its operations to Cembra by way of a spin-off as of the end of 31 December 2009

(the "**Spin-Off**"). Therefore, the assets so spun off comprise, in addition to the "corporate customer business", in particular the (indirect) interests in Raiffeisen Centrobank AG, Kathrein & Co Privatbank AG and RZB Finance LLC.

To the extent they were not attributable to the "sector business" and "investment management" business divisions of RZB, all receivables and liabilities, rights and obligations as well as contractual relationships, legal positions, including all charges and responsibilities of a non-contractual nature, attributable to the existing banking operations of RZB were assigned to the corporate customer division and thus covered by the Spin-Off (for economic purposes generally all and for civil law purposes as far as legally permissible).

Generally, the Spin-Off and acquisition agreement provides for a transfer of full rights and obligations relating to assets attributable to the Spin-Off/transfer; in certain respects, this does not apply to those receivables and liabilities where an enforcement against third parties (in particular under foreign law) is not possible or not economically reasonable (RZB will act as trustee with respect to such assets, receivables and liabilities).

In the context of the issue of hybrid capital, RZB has received Tier 2 capital contributions from Group companies which were also transferred to RI in connection with the Spin-Off to Cembra and the subsequent merger. Thus these capital contributions would no longer have complied with the hybrid capital criteria under the BWG. Therefore, Cembra, together with these capital contributions, assumed an obligation under the Spin-Off and acquisition agreement to make funds equal to the outstanding spun-off Tier 2 capital contributions available to RZB as soon as the equity ratio of RZB on a non-consolidated basis exceeds the statutory requirement by less than 1 percentage point. This obligation was transferred to RI in connection with the merger. As the relevant figure presently does not and, as a result of currently foreseeable capital adequacy developments and volatilities, will not fall below the stipulated amount, the Tier 2 capital so transferred may be added to equity capital. This is important for RBI's future growth as the consolidated equity ratio of the RZB Group may constitute a limitation of the economic capital available pursuant to Austrian banking supervision laws.

The "Raiffeisen participation capital 2008/2009" issue was also transferred to Cembra on unchanged terms and conditions and together with RZB's corporate customer business in the Spin-Off and subsequently to RI in the context of the Merger. The "Raiffeisen participation capital 2008/2009" issue is functionally related to the "corporate customer business". The remaining participation capital of RZB (old) has remained with RZB.

The "sector business" and "investment management" business divisions of the former banking operations of RZB (old) were not spun off and remained with RZB, i.e. (i) equity interests (as well as their management) of a strategic nature or high relevance to the RBG, (ii) business relations in connection with the RBG as well as the function of central institution of the Austrian Raiffeisen bank sector and the function of principal institution of the banking group (for example coordination within the sector) as well as (iii) the function of central institution for liquidity balancing activities to ensure the stability of the financial market pursuant to § 25 subparagraph 13 of the BWG.

Upon registration of the Spin-Off, Cembra merged into RI ("**Merger**").

On the occasion of the Merger, RI increased its nominal capital from formerly EUR 471,735,875.00 by EUR 124,554,753.20 to EUR 596,290,628.20 through the issuance of 40,837,624 new bearer shares in RI. The capital increase was implemented by way of compensation for Cembra's corporate assets transferred to RI in the wake of the Merger (excluding the interest in RI transferred to RI-Bet but including the assets transferred to Cembra as a result of the Spin-Off). In the context of the merger, RI-Bet, in its capacity as sole shareholder of Cembra, then assumed the shares in RI formerly held by Cembra as well as the RI shares newly created in the RI capital increase. As a result of Cembra's merger into RI, the assets of Cembra, which, in addition to the equity interest in RI of approx. 72.8 per cent., mainly comprised the "corporate customer business" and the related equity interest spun off to Cembra, were transferred to RI by way of universal succession while Cembra was dissolved without liquidation.

The valuation ratios with respect to the entities to be merged were determined by the Management Boards of Cembra and RI; the underlying valuation results were confirmed by expert opinions issued by two audit firms, of which each was appointed as an independent expert by the companies involved. This resulted in a free float rate for RI of 21.5 per cent. (formerly 27.2 per cent.), in each case including treasury shares, upon completion of the Reorganisation.

When the regulatory approvals had been obtained, the Reorganisation was implemented on 10 October 2010 by way of registration in the company register. As a result of the merger, RBI obtained an Austrian banking license and is listed on the stock exchange as RI used to be. The RBI shares created in the capital increase are in the process of being admitted to official trading in the Prime Market Segment of the Vienna Stock Exchange immediately after the Reorganisation Date.

Effective as of the date of registration of the Reorganisation in the company register, RI, by way of universal succession and under its new name "Raiffeisen Bank International AG", assumed (for economic purposes all and for civil law purposes as far as permissible/enforceable) all rights and obligations of RZB in its capacity as issuer of bonds.

## 2. PRO FORMA FINANCIAL DATA

*The pro forma financial data provided herein on a voluntary basis are unaudited and have only been drawn up for illustrative purposes. The following information serves to comply with Schedule II to the Prospectus Regulation. Therefore, the unaudited pro forma semi-annual financial data of the RBI Group as of 30 June 2010, drawn up in accordance with IFRS, are set forth below, together with a discussion of the adjustments made in this context.*

Pro forma financial data, by their nature, merely describe a hypothetical situation and consequently do not reflect the Issuer's financial situation or result of operations as of 30 June 2010, nor are they indicative of the Issuer's financial situation or result of operations in future periods.

The unaudited pro forma semi-annual financial data of the RBI Group as of 30 June 2010, drawn up in accordance with IFRS, serve to illustrate to potential investors – on a simplified basis – the effects the Reorganisation would have had on the Issuer's consolidated IFRS semi-annual financial statements as of 30 June 2010 if the Reorganisation had already taken effect as of 1 January 2010. In addition, they serve to facilitate the comparability of financial data included in previous consolidated financial statements and in the unaudited consolidated semi-annual financial statements of the Issuer with the financial data reported in future financial years and interim reporting periods.

The Reorganisation, the companies involved as well as the period of time over which the related transactions extend are described in "Description of Raiffeisen Bank International AG – 1.2 Reorganistaion".

Set forth below is a comparison of the semi-annual financial data of the RBI Group drawn up on the basis of pro forma accounts in accordance with IFRS as of 30 June 2010 to the IFRS semi-annual financial statements of the RI Group as of 30 June 2010:



*Balance sheet*

	RI Group*	Pro forma adjustment** in thousands of EUR	RBI Group (pro forma, unaudited)**
<b>per 30.06.2010</b>			
<b>Assets</b>			
Cash reserve .....	3,607,260	494,494	4,101,755
Loans and advances to banks.....	9,216,970	25,270,869	34,487,840
Loans and advances to customers .....	52,369,642	24,127,898	76,497,540
Impairment losses on loans and advances.....	-3,684,793	-1,061,390	-4,746,183
Trading assets .....	3,764,398	6,828,712	10,593,111
Derivatives .....	265,533	1,596,839	1,862,373
Financial investments .....	9,108,777	10,908,381	20,017,159
Investment in associates .....	4,768		4,768
Intangible fixed assets .....	1,076,714	128,996	1,205,711
Tangible fixed assets .....	1,290,934	39,932	1,330,867
Other assets .....	1,094,347	1,463,112	2,557,460
<b>Total assets.....</b>	<b>78,114,554</b>	<b>69,797,849</b>	<b>147,912,404</b>
<b>Equity and liabilities</b>			
Deposits from banks.....	19,946,311	28,734,848	48,681,159
Deposits from customers .....	43,254,865	11,979,976	55,234,841
Debt securities issued .....	2,434,160	16,239,430	18,673,591
Provisions for liabilities and charges .....	366,042	194,181	560,224
Trading liabilities .....	601,956	6,502,076	7104,033
Derivates .....	561,806	1,238,551	1,800,357
Other liabilities.....	909,245	672,703	1,581,949
Subordinated capital.....	2,571,036	1,651,853	4,222,890
Consolidated equity.....	6,300,670	2,263,670	8,564,341
Consolidated profit.....	170,574	301,610	472,184
Minority interest.....	997,883	18,946	1,016,829
<b>Total equity and liabilities.....</b>	<b>78,114,554</b>	<b>69,797,849</b>	<b>147,912,404</b>

\* Source: IFRS consolidated semi-annual financial statements of RI as of 30 June 2010 (unaudited).

\*\* Source: Own calculations based on the unaudited IFRS semi-annual financial statements of the RI Group and RZB Group as of 30 June 2010, taking into account the commercial customer business spun off from RZB and merged into RBI in the context of the Reorganisation, including related equity interests (see "2.1 Basis and source of the pro forma financial information" below for notes and basis of calculation relating to pro forma adjustments and pro forma financial data).

Major pro forma adjustments relating to individual balance sheet items (compared to the balance sheet set forth in the unaudited IFRS semi-annual financial statements of the RI Group as of 30 June 2010) were the following:

*Loans and advances to banks*

The contributed "corporate customer" division comprises extensive activities with national and international commercial banks amounting to approx. EUR 25 billion (upon consolidation with RI) which mainly relate to short-term investments in the money markets. In addition, there are also long-term financing activities for numerous domestic and international credit institutions.

*Loans and advances to customers*

The contributed "corporate customer" division comprises transactions with Austrian and multinational corporate customers. In Austria, the financing volume amounts to just under EUR 10 billion. With respect to foreign corporate customers, the focus is on Western Europe, Asia and the USA. The volume of transactions with multinational corporate customers amounts to approx. EUR 14 billion.

*Trading assets*

The contributed "corporate customer" division, in addition to securities holdings of EUR 2 billion, mainly comprises the derivatives business. Positive market values reached just under EUR 5 billion in mid-2010.

### *Securities and financial investments*

Securities and financial investments comprised in the "corporate customer" division amount to approx. EUR 11 billion (after consolidation). Non-trading bonds reached EUR 10 billion. The major portion of that amount accounts for a portfolio of government and government-guaranteed bonds acquired in 2009 for reasons of liquidity transfer. Financial investments spun off together with the "commercial customer" division reached just under EUR 400 million.

### *Deposits from banks*

EUR 29 billion or about 50% of the "corporate customer" division integrated into the RBI Group is refunded via deposits from banks. Some of these liabilities are towards RZB, the remaining portion of deposits from banks mainly relates to commercial banks in Austria and abroad and, to a lesser extent, to central banks.

### *Deposits from customers*

The "corporate customer" division integrated into the RBI Group comprises deposits from customers of approx. EUR 12 billion. These almost exclusively relate to major corporate customers. These latter are in equal parts based in Austria as well as other countries.

### *Debt securities issued*

Issues for own account placed publicly as well as privately are a major component of the "corporate customer" division. In mid-2010, the volume reached approx. EUR 16 billion. EUR 4.25 billion of that amount was issued in 2009 in the form of long-term bonds guaranteed by the Republic of Austria. This item also comprises commercial paper in the amount of EUR 1 billion.

### *Trading liabilities*

Trading liabilities attributable to the "corporate customer" division relate to the negative market values of derivative instruments held for trading (EUR 6 billion).

### *Consolidated equity*

Equity included in the "corporate customer" division mainly comprises participation capital of EUR 2.5 billion of which EUR 1.75 billion was subscribed by the Republic of Austria (via Finanzmarkteteiligung Aktiengesellschaft des Bundes), the remainder was made available by private investors.

## Income Statement

	RI Group*	Pro forma adjustment**	RBI Group (pro forma, unaudited)**
	in thousands of EUR		
	01 Jan 2010 – 30 June 2010		
Net interest income.....	1,430,093	350,012	1,780,105
Provisioning for impairment losses .....	-559,882	-47,757	-607,639
<b>Net interest income after provisioning .....</b>	<b>870,211</b>	<b>302,255</b>	<b>1,172,466</b>
Net fee and commission income .....	598,509	116,484	714,993
Net trading income .....	93,962	98,393	192,355
Net income from derivatives and designated liabilities	-36,399	-95,148	-131,547
Net income from financial investments .....	14,710	37,958	52,668
Personnel expenditure .....	-566,108	-133,238	-699,347
Material expenditure.....	-507,463	-61,561	-569,024
Write-offs of tangible fixed assets/intangible fixed assets .....	-133,692	-22,770	-156,462
Other net operating income .....	-26,728	25,122	-1,606
Net income from disposal of group assets .....	-2,978	7,848	4,870
<b>Profit before tax.....</b>	<b>304,024</b>	<b>275,342</b>	<b>579,366</b>
Income taxes.....	-91,949	28,162	-63,787
<b>Profit after taxes .....</b>	<b>212,075</b>	<b>303,505</b>	<b>515,579</b>
Minority interests in profit.....	-41,500	-1,894	-43,395
<b>Consolidated profit.....</b>	<b>170,574</b>	<b>301,610</b>	<b>472,185</b>

\* Source: IFRS consolidated semi-annual financial statements of RI as of 30 June 2010 (unaudited).

\*\* Source: Own calculations based on the unaudited IFRS semi-annual financial statements of the RI Group and RZB Group as of 30 June 2010, taking into account the commercial customer business spun off from RZB and merged into RBI in the context of the Reorganisation, including related equity interests (see "2.1 Basis and source of the pro forma financial information" below for notes and basis of calculation relating to pro forma adjustments and pro forma financial data).

Major pro forma adjustments relating to individual income statement items (compared to the income statement set forth in the unaudited IFRS semi-annual financial statements of the RI Group as of 30 June 2010) were the following:

### *Net interest income*

Net interest income increased by EUR 350 million as a result of the integration of the "corporate customer" division. A major portion of this item relates to financing activities of Austrian and multinational corporate customers, a smaller portion to investments in securities. Net interest income of approx. EUR 100 million was generated from the derivatives business.

### *Provisioning for impairment losses*

Provisioning for impairment losses attributable to the "corporate customer" division amounts to EUR 48 million of which EUR 22 million relates to portfolio impairments. Individual impairment allowances amounted to a mere EUR 26 million due to the good quality of loans from a risk point of view.

### *Net fee and commission income*

Net fee and commission income increased by EUR 116 million as a result of the integration of the "corporate customer" division. A major portion of this amount relates to the processing of loans and guarantees (approx. EUR 40 million) as well as to the securities business (EUR 42 million).

### *Net trading income*

Net trading income increased by EUR 98 million as a result of the integration of the "corporate customer" division. While a smaller portion of net trading income related to realised and unrealised gains from the trading securities portfolio, the valuation of derivative instruments accounted for the largest contribution to this item, in

particular in the interest-related segment. A total positive amount of EUR 88 million was generated. The currency-related business of the "corporate customer" division amounted to EUR 30 million. Due to the integration of Raiffeisen Centrobank AG, a small portion was also generated in the share-related business (EUR 8 million). Trading income in the 1st half year 2010 was affected by capital guarantees for investment funds (minus EUR 45 million).

#### *Net income from derivatives and designated liabilities*

Net income from derivatives and designated liabilities attributable to the "corporate customer" division amounts to approx. EUR 95 million and mainly comprises the net valuation loss from liabilities carried at fair value in an amount of EUR 112 million and valuation losses mainly relating to interest swap transactions. Such valuation results are primarily generated from derivatives entered into for macro-hedging purposes that are not eligible as hedges pursuant to IAS 39.

#### *Net income from financial investments*

Net income from financial investments attributable to the "corporate customer" division amounts to approx. EUR 38 million and almost exclusively relates to realised and unrealised losses/gains from securities at fair value through profit or loss.

#### *Personnel expenditure*

Personnel expenditure of the "corporate customer" division amounts to EUR 133 million. This amount is attributable to just over 3,000 employees at the banking operations of RZB AG and its international branch offices but also to a large number of fully consolidated subsidiaries in Austria and abroad.

#### *Material expenditure/write-offs*

The item material expenditure/write-offs of the "corporate customer" division amounts to approx. EUR 62 million and largely comprises facility expenses, IT expenses, legal and consultancy fees as well as other expenses necessary in the context of banking operations.

#### *Write-offs of tangible fixed assets/intangible fixed assets*

Write-offs of tangible fixed assets/intangible fixed assets of the "corporate customer" division amount to EUR 22 million and mainly include ordinary depreciation of buildings and operating equipment as well as IT systems required for banking operations.

#### *Other net operating income*

Other net operating income of the "corporate customer" division amounts to EUR 25 million and largely includes gross income from non-banking activities, especially commodity trading.

#### *Net income from disposal of group assets*

Net income from disposal of group assets attributable to the "corporate customer" division amounts to EUR 8 million mainly relating to the disposal of project companies founded on a precautionary basis for the technical settlement of liquidity reserves.

## **2.1 Basis and source of the pro forma financial information**

The unaudited pro forma semi-annual financial data of the RBI Group as of 30 June 2010 in conformity with IFRS were drawn up on the basis of the unaudited consolidated semi-annual financial statements of RI and RZB as of 30 June 2010, taking into account changes in the attribution of assets between these companies as a result of the Reorganisation. The pro forma financial data of RBI, therefore, on the one hand include the corporate customer business spun off from RZB and merged into RBI in the context of the Reorganisation, including related equity interests, and on the other hand the unaudited consolidated IFRS semi-annual financial statements of RI as of 30 June 2010. Assets were taken over by the Issuer at book values.

### *Assumptions made*

The unaudited pro forma semi-annual financial data of the RBI Group drawn up in accordance with IFRS as of 30 June 2010 are based on the assumption that the Reorganisation had already taken effect as of 1 January 2010.

### *Accounting strategies and principles applied*

The pro forma financial data as well as the unadjusted historical financial data of the Issuer were drawn up in accordance with IFRS.

The pro forma financial data were prepared to be consistent with the accounting strategies and principles applied by the Issuer on the occasion of the preparation of its most recent consolidated semi-annual financial statements. The accounting and valuation principles applied by the Issuer are discussed in the notes to the IFRS semi-annual financial statements of the RI Group as of 30 June 2010 that are incorporated in this Base Prospectus by reference.

The unaudited semi-annual financial statements of the RI Group as of 30 June 2010 and the unaudited semi-annual financial statements of the RZB Group as of 30 June 2010 that are incorporated by reference (as set out under Documents Incorporated by Reference) and may be inspected on the Issuer's website at [www.rbinternational.com](http://www.rbinternational.com) in the "Investor Relations" section in addition to being available via the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) were used as sources with respect to the calculation of the required adjustments and the preparation of the pro forma financial data for the 1st half-year from 1 January to 30 June 2010.

Since the calculation of the necessary adjustments and the preparation of the pro forma financial data were performed taking into account the corporate customer business spun off from RZB and merged into RBI in the context of the Reorganisation, including the related equity investments, the sources used also included the documents made available on the occasion of RI's 2010 annual general meeting describing the allocation of assets among the companies involved in the Reorganisation, in particular the spin-off and merger documents. Such information is available at [www.rbinternational.com](http://www.rbinternational.com) but is not part of this Base Prospectus and is not incorporated herein by reference.

## **2.2 Presentation of pro forma financial data**

All pro forma adjustments relate to the Reorganisation that, from the Issuer's point of view, constitutes a contribution in kind made by the parent company RZB. Details relating to major pro forma adjustments to the individual items of the balance sheet and income statement as of 30 June 2010 (compared to the unaudited IFRS semi-annual financial statements of the RI Group as of 30 June 2010) are set forth in 1.2 above. As a matter of course, the Reorganisation resulted in permanent changes to the Issuer's IFRS consolidated financial statements. Therefore, all pro forma adjustments, in particular those relating to the Issuer's income statement, have a lingering impact on the Issuer.

## **2.3 Not audited**

No report by independent accountants or auditors has been prepared in connection with the pro forma financial data presented herein.

## **3. BUSINESS OVERVIEW**

### **3.1 Principal areas of activity**

#### *Business activities of RBI and the RBI Group*

In Austria, the RBI Group concentrates on the corporate customer business with the top 1,000 companies in Austria and multinational groups. Operations in Austria include the corporate customer business, investment banking area, trading for own account and transactions with financial institutions.

In CEE, the RBI Group conducts the traditional universal banking business via 2,959 branch offices (as of 30 June 2010). In 1986, the Issuer (operating under the name of RI at the time) started its expansion in CEE. Thanks to a number of newly established companies and acquisitions, the network grew to currently 15 banks

operating in 17 markets (15 countries with network banks as well as leasing operations in Moldova and Kazakhstan) together with leasing companies, representative offices and specialist firms. Services offered cover all customer divisions from retail customers through small and medium-sized enterprises to wholesale customers. As of 30 June 2010, the RBI Group had more than 14.7 million customers. As in the case of RBI in Austria, five of the RBI Group's network banks in CEE are among the three largest banks of their relevant markets in terms of total assets.

### *Strategy*

RBI's vision is to be the leading banking group in its domestic market, CEE including Austria. To reach this goal, RBI's strategic focus is on these domestic markets. In Austria, it relies on the core business divisions commercial customers and investment banking as well as on its membership in the RBG and RBG's positioning in retail banking as well as in the area of small and medium-sized enterprises. In CEE, a fully developed network of banks and a very extensive customer base form the basis of its activities. Other strategic goals towards achieving RBI's vision are steady long-term customer relations and customer proximity as well as a continued or intensified focus on primary deposits.

In the future, the focus will be on the origination of high-quality lending transactions on the basis of adjusted risk parameters, further intensified cross-selling of fee-generating products and continued strong concentration on a solid liquidity structure based on stable primary deposits, while ensuring high cost-efficiency on an ongoing basis.

In the wake of the Reorganisation, RBI's banking license together with its five-year-old stock exchange listing created broader access to the capital, money and bond markets. This promotes the exploitation of long-term growth opportunities while simultaneously improving the chances of complying with potentially increasing capital adequacy requirements.

### *Strengths*

In its own opinion, the RBI Group's competitive position is based in particular on the following strengths:

- *Market position:* RBI is among the leading banking groups in its domestic markets CEE and Austria.
- *Niche player in non-domestic markets:* Outside its domestic markets, the RBI Group maintains representative offices and branch offices mainly catering for the needs of customers from Austria and CEE that are active in these markets. The RBI Group is present with branch offices and representative offices in Asia and is also represented at major international financial centers via branch offices in New York and London, a bank in Malta as well as representative offices in Paris, Brussels, Frankfurt am Main, Stockholm, Milan, Madrid, Chicago und Houston. Thus it has positioned itself as an east-west hub.
- *Diversified business:* The diversification of the RBI Group's business by geographic region as well as by customer group is meant to help create a balanced risk structure. The customer base includes commercial customers, small and medium-sized enterprises as well as retail customers. At the same time, risk is meant to be diversified through a wide geographic spread. No market other than Austria accounts for more than 13 per cent. of risk-weighted assets. In CEE, risk is spread across 17 markets.
- *Local experience and western standards:* Thanks to more than 20 years of operational activities in CEE, the RBI Group (or RI Group prior to the Reorganisation) has long-standing experience in the region. The network banks in CEE are well-rooted locally. They regard themselves as integral parts of the RBI Group and, at the same time, local banks. Their employees as well as management are almost exclusively recruited in the local markets as great value is attached to market proximity and local expertise. Thus the RBI Group combines local expertise with the service and efficiency standards of a western bank. The RBI Group in each case offers products and services adapted to the relevant market. Uniform standards are ensured through group-wide control efforts.

- *Employees:* The skills and commitment of its employees are a major factor for the RBI Group. Extensive training and instruction programs create uniform standards. Given that the average age of employees of the RBI Group is 34, the Group has a young staff the majority of whom have undergone in-house bank training.
- *Strong brand:* "Raiffeisen" is among the leading and best-known brands in the banking sector in Austria as well as in CEE. According to the current study "European Trusted Brands 2009", Raiffeisen was elected the most trusted banking brand in Austria for the fifth time in a row (source: Reader's Digest).

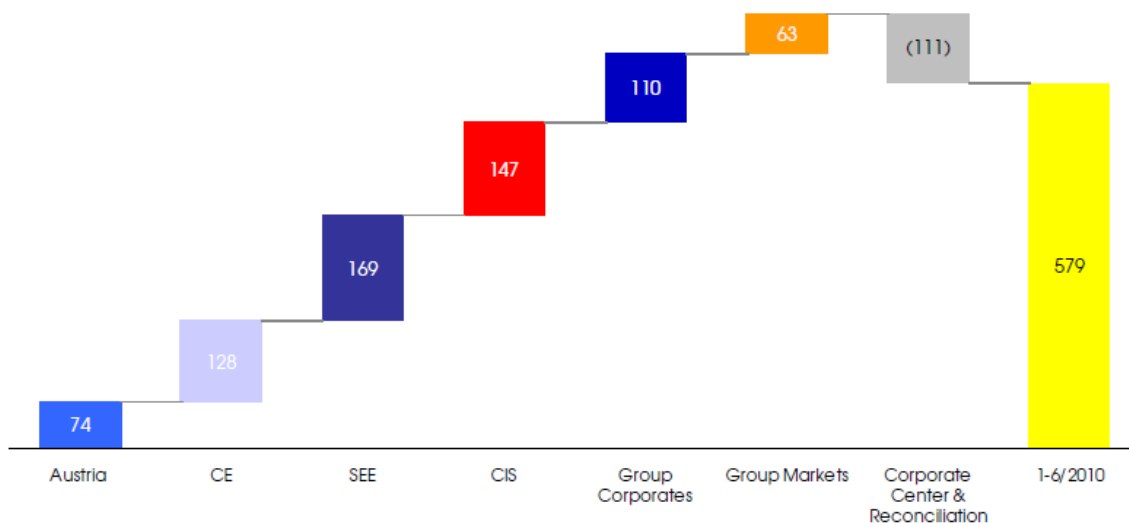
#### *Management and organization of the RBI Group*

The RBI Group's business is subdivided into 7 segments for purposes of internal management and external reporting. These segments are:

- *Central Europe (CE):* This segment comprises transactions with customers in the Czech Republic, Hungary, Poland, Slovakia and Slovenia.
- *Southeastern Europe (SEE):* This segment comprises transactions in Albania, Bosnia and Herzegovina, Croatia, Kosovo, Moldova and Serbia.
- *Commonwealth of Independent States (CIS):* This segment comprises Belarus, Kazakhstan, Russia and Ukraine.
- *Austria:* This segment includes the commercial customer business with Austrian enterprises as well as transactions with the Austrian Raiffeisen sector (incl. *Raiffeisen-Landesbanken*).
- *Group Corporates:* In addition to the corporate customer business with multinational and Eastern European customers conducted out of Vienna, this segment also includes branch offices or subsidiaries in Asia and the U.S.A. Foreign branch offices are mainly in charge of local customers but also maintain relations with Austrian and European customers in the relevant markets (function).
- *Group Markets:* This segment comprises the institutional customer and capital market business (financial institutions & sovereigns).
- *Corporate Center:* This segment comprises in particular the management of RBI Group's own liquidity positions as well as interest rate deals relating to the refinancing of network banks.

The relevant segments offer various products and services. Most recently (as of 30 June 2010, based on RBI's pro forma figures), all segments made balanced contributions towards the pre-tax result (pro forma) of the RBI Group as shown in the diagram below.

Contribution towards the pre-tax result (pro forma) of the RBI Group:



Source: internal data regarding the profit before tax for the business period 1-6/2010; all numbers are pro forma figures based on Q2 2010 in millions of EUR

### *Description of segments*

#### *Central Europe segment*

This segment includes in particular the five countries in Central Europe (CE) who joined the EU on 1 May 2004, i.e. the Czech Republic, Hungary, Poland, Slovakia and Slovenia. These constitute the most developed banking markets in Central Europe where the RZB Group was also represented very early.

#### *Southeastern Europe segment*

This segment comprises countries in SEE, including Albania, Bosnia and Herzegovina, Croatia, Kosovo, Moldova and Serbia as well as Bulgaria and Romania, both of which joined the EU on 1 January 2007.

#### *Commonwealth of Independent States segment*

The third segment in CEE comprises the CIS markets, i.e. the former member states of the Soviet Union, consisting of Belarus, Kazakhstan, Russia and Ukraine. While the principal focus in Russia is on the corporate customer business, business activities in the Ukraine, due to the dense network of the local network bank, concentrate on servicing private customers.

#### *Austria segment*

The Austria segment is managed at the Vienna headquarters. It comprises the commercial customer business with Austrian companies as well as transactions with the Austrian Raiffeisen sector (including *Raiffeisen-Landesbanken*). In terms of total assets and operating income, this segment, together with the Group Markets segment, constitutes the Issuer's largest business division. It is subdivided into three profit centers:

- *Commercial customer business Austria:* The focus of this profit center is on the top 1,000 Austrian companies across all industry sectors and covers the entire product range. Products and services offered include mainly financing transactions, payment transactions as well as trade and export finance.
- *Raiffeisen sector:* The Austria segment also comprises transactions with various companies of the Austrian Raiffeisen sector which constitute a separate profit center, although volumes



reported are relatively low. Unlike the sectorial business, which remained with RZB and mainly comprises RZB's liquidity reserve holdings on behalf of the RZB Group, the scope of services provided by this profit center primarily includes export and investment finance, custody as well as cash management.

- *Other customer relations ("Special Customers")*: Customer relations of minor importance that are traditionally within the direct scope of responsibility of the Management Board and in some cases may also include retail customers.

#### *Group Corporates segment*

In addition to the corporate customer business with multinational and Eastern European customers conducted out of Vienna, the Group Corporates segment also comprises branch offices or subsidiaries in Beijing, New York and in East-Asia. Foreign branch offices are mainly in charge of local customers but also maintain relations with Austrian and European customers in the relevant markets:

- *Wholesale business with major multinational customers in Western and Eastern Europe*: The segment offers a broad range of products for companies of all industry sectors. There are two different target groups: multinational companies with excellent credit standing as well as large corporate customers with international focus domiciled in CEE. The needs of multinational companies in CEE are catered for within the framework of the Global Account Management System (GAMS) in close consultation with network banks. Major subdivisions of this segment are project and structured finance, real estate finance as well as structured trade financing transactions for commodity dealers (mineral oil, natural gas and metals), the documentary business (letters of credit, guarantees, export finance) and co-financing transactions with the European Bank for Reconstruction and Development and World Bank Group's International Finance Corporation (IFC).
- *RB International Finance (USA) LLC*: Following the successful entry into the U.S. market in 1980, the RZB Finance LLC branch office headquartered in New York was established in 1997 (which was renamed into RB International Finance (USA) LLC in the course of the Reorganisation. In addition to the New York head office, RB International Finance (USA) LLC has further branches in Bethel (Connecticut), Houston, Chicago and Los Angeles. The customer base of RB International Finance (USA) LLC includes mainly commercial customers as well as financial institutions. The product range offered has been especially adapted to the U.S. commercial customer sector. In addition to the U.S. market, the branches of RB International Finance (USA) LLC also service the markets in Latin America.

#### *Group Markets segment*

The Group Markets segment comprises the institutional customer and capital market business (financial institutions & sovereigns). Transactions are mainly handled in Vienna but also in branch offices e.g. the London branch office. Treasury and structured products are generally sold worldwide. Major target markets are located in Europe and, in particular, in CEE including Austria. Within these markets, products are mainly sold to corporate customers. In terms of content, the focus is on trade and export finance, cash management and the securities deposit business.

Furthermore, this segment comprises trading for own account as well as the management of investment and trading securities. Important issues in this context are market making, repos and RBI's own positions.

Financial institutions & sovereigns credit investments for own account also include the management of non-strategic securities.

#### *Corporate Center segment*

The Corporate Center segment is in charge of the management of RBI Group's own liquidity positions, including interest rate deals relating to the refinancing of network banks. RBI Group's refunding relies, on the one hand, on customer deposits and, on the other hand, is ensured via financing transactions in the money and capital markets as well as by the Austrian Raiffeisen sector (via RZB). This segment also includes overhead and management costs for the entire Group so that its contribution to the pre-tax result is typically negative.

### 3.1.1 Major new products and/or services

As a result of the Reorganisation, RBI holds a bank license and provides the typically broad range of in-house banking and financial services of a universal bank, including brokerage services with respect to third-party products and services.

The Issuer's products and services are subject to ongoing reviews and adjustments against the background of a changing legal framework and market conditions; thus there are frequent legislation and market related adjustments in this area.

At the end of 2009, the Issuer (RI at the time) announced its intention to establish and develop an online bank in CEE. This project relating to the positioning of an online bank in selected countries of the region continues to be pursued after the Reorganisation. This online bank, which will exclusively operate via the internet, will be active in the CEE market under the name of ZUNO BANK AG. The market launch in Slovakia is expected to occur before the end of 2010.

A bank license for the online bank was granted by the Austrian Financial Markets Authority (*Finanzmarkt-aufsicht* - "FMA") in December 2009. Pursuant to the "Single European Passport" principle, it will be able to enter other EU markets by way of notification to the local authorities.

The bank's target group will mainly comprise persons using the internet as the principal means of communication with their banks. The online bank's focus will initially be on attracting new customers via deposit products. Subsequently, ZUNO BANK AG intends to continuously expand its product portfolio in line with customer requirements.

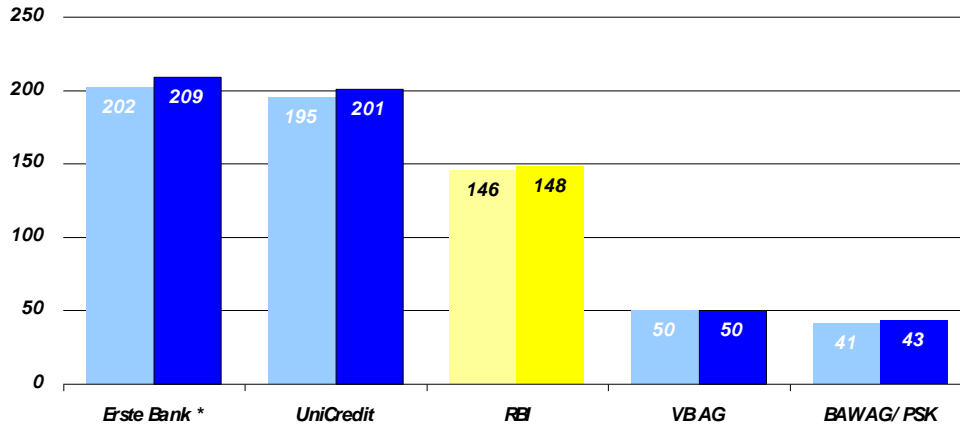
### 3.1.2 Competitive Position

In terms of network density, RBG is one of the largest banking groups in Austria (source: statistical data on the website of OeNB and OeKB as of 30 June 2010 – number of credit institutions by sector or balance sheet data of credit institutions) and holds a market share in the Austrian banking business of about 25 per cent. (source: monthly statistical reports of OeNB and OeKB as of 31 December 2009 and calculations drawn up by the Issuer). RBG's total consolidated assets as of 31 December 2009 (including the RZB Group's international activities) amounted to EUR 260.26 billion.

The following diagram shows the RBI Group's total assets (based on pro forma figures as of 31 December 2009 and 30 June 2010) as compared to its major Austrian competitors as of 31 December 2009 and 30 June 2010:

## Austria's largest banks

Total assets 2009 and first half of 2010 in EUR bn



\* incl. Savings Banks Sector

Source: Unaudited company data as published in the annual reports as of 31 December 2009 and semi-annual reports as of 30 June 2010 of the respective companies (all RBI figures indicated as of 31 December 2009 and as of 30 June 2010 are based on unaudited pro forma figures).

As of 30 June 2010, the Issuer and its network banks were active in the countries specified below and hold the following market positions in these regions (ranking in the relevant country in terms of total assets):

No. 1	Albania, Raiffeisen Bank Sh.a.
No. 1	Bosnia and Herzegovina, Raiffeisen Bank d.d. Bosna i Hercegovina
No. 2	Kosovo, Raiffeisen Bank Kosovo J.S.C.
No. 3	Serbia, Raiffeisen banka a.d.
No. 3	Slovakia, Tatra banka a.s.
No. 4	Ukraine, Raiffeisen Bank Aval JSC
No. 4	Croatia, Raiffeisenbank Austria d.d.
No. 4	Bulgaria, Raiffeisenbank (Bulgaria) EAD
No. 5	Belarus, Priorbank JSC
No. 5	Czech Republic, Raiffeisenbank a.s.
No. 6	Hungary, Raiffeisen Bank Zrt.
No. 7	Romania, Raiffeisen Bank S.A.
No. 9	Russia, ZAO Raiffeisenbank
No. 11	Slovenia, Raiffeisen Banka d.d.
No. 13	Poland, Raiffeisen Bank Polska S.A.

Source: Internal Group estimates (unaudited) as of 30 June 2010.

#### 4. ORGANISATIONAL STRUCTURE

Pursuant to § 30 of the BWG, RBI is part of the RZB banking group which comprises all credit institutions, financial institutions, securities companies and enterprises offering banking related support services in which RZB, in its capacity as parent company, holds an indirect or direct majority interest or exerts a controlling influence.

Approx. 78.5 per cent. of the shares of the listed Issuer are (indirectly via RI-Bet) owned by RZB. The remaining approx. 21.5 per cent. of its shares are widely held by institutional (about two thirds) and private investors (about one third).

Just under 88 per cent. of the shares of the RZB Group holding company are held by the *Raiffeisen-Landeszentralen*. These regional Raiffeisen banks (excluding Zveza Bank) collectively hold approx. 81.35 per cent. of RZB's shares in R-Landesbanken-Beteiligungs-GmbH which, in turn, is 100 per cent. controlled by Raiffeisen Landesbanken Holding GmbH. Thus RZB is indirectly majority-owned and, therefore, controlled by that company as well as indirectly controlled by that company's shareholders. As Raiffeisen Landesbanken Holding GmbH is a mere holding company held and controlled by seven Raiffeisenlandesbanken and the Raiffeisenverband Salzburg via intermediate holding companies and does not pursue any other activities, RZB, irrespective of any formal classification, is the central core company of the RZB Group.

Thus RBI is majority-controlled by the RZB and its shareholders (see above).

#### *Licenses*

The Raiffeisen sector has obtained or applied for trademark protection in Austria for the brands and trade names used in connection with its operations and – insofar as necessary – also in other countries where Raiffeisen is active. The *Österreichische Raiffeisenverband* (Austrian Raiffeisen Association "ÖRV") or RZB have registered various word and picture marks containing the term "Raiffeisen", or the "Giebelkreuz" (the logo of the Raiffeisen organization). RBI, as a member of the ÖRV and due to various agreements with RZB and being a member of the RZB Group, is entitled to use these marks.

RBI, as a member of the ÖRV and due to various agreements with RZB and being a member of the RZB Group, is entitled to use these marks.

RBI as part of the RZB financial institution group has according to § 30 BWG to rely that the financial institution group always counts with sufficient regulatory capital according to the BWG; possible infringements or lower deviations of the mother company RZB, which are outside the sphere of influence of the Issuer, may lead to the imposition of appropriate measures by the FMA, which could lead to the limitation or cessation of the business of the Issuer.

#### *Net income before taxes*

The regional breakdown of revenue sources indicates the importance of revenues generated in CEE.

Up to the Reorganisation Date, reference is made to the separate segment reporting prepared by RZB and RI as of 31 December 2009.

## **5. TREND INFORMATION**

With respect to the Reorganisation, reference is made to the information set forth in "Description of Raiffeisen Bank International AG – 1. Preliminary Remarks - Reorganisation" of this Base Prospectus.

Generally, RBI/the RBI Group adjusts its products and services to the currently prevailing legal framework and market conditions. Therefore, legislation as well as market related adjustments may occur frequently in this area.

EU stress test: On 23 July 2010, the Committee of European Banking Supervisors (CEBS) published the results of an EU-wide stress test covering 91 European financial institutions. This test simulated two further crisis years after 2008 and 2009. With respect to the effects of the economic stress scenarios, the main focus was on the Tier 1 capital ratio and risk-weighted assets.

According to the test results – referring to the RZB Group prior to its Reorganisation – the RZB Group's capitalization with a Tier 1 capital ratio of 7.8 per cent. is in the Issuer's opinion adequate – even against the background of the simulated crisis scenarios – and markedly exceeds the 6 per cent. minimum rate recommended by CEBS in the context of the test as well as the statutory minimum rate of 4 per cent. Seven out of 91 banks failed this test.

The stress test was a simulation of a standardized negative scenario. Therefore, it cannot be precluded that any worst case scenario will have a different impact on the Tier 1 capital situation of RZB Group/the RBI Group or the Issuer and that the Tier 1 capital ratio of RZB Group/the RBI Group or the Issuer will develop differently in a permanent crisis situation or will be less than the 7.8 per cent. resulting from the stress test.

Basel III regulatory framework/bank levies: The cost burden on the banking sector, including the Issuer, may be expected to increase in the wake of as well as prior to an implementation of the currently discussed Basel III regulatory framework and bank levies.

## 6. ADMINISTRATIVE, MANAGING AND SUPERVISORY BODIES

Staff continuity was largely ensured in connection with the Reorganisation.

The Management Board of RBI is composed as follows: Herbert Stepic (CEO), Karl Sevelda (Deputy CEO, Corporate Banking), Martin Grill (CFO), Johann Strobl (CRO), Aris Bogdaneris (Retail Banking), Patrick Butler (Global Markets), Peter Lennkh (Network Management) and Heinz Wiedner (COO).

At the annual general meeting of RI held on 8 July 2010, a resolution was passed to increase the total number of capital representatives on the Supervisory Board of RI/RBI from seven to ten. This resolution took effect upon the Reorganisation Date in the company register. As from that date, Erwin Hameseder (General Manager of Raiffeisen Landesbank NÖ-Wien), Markus Mair (General Manager of RLB Steiermark), Ludwig Scharinger (General Manager of RLB Oberösterreich), Hannes Schmid (Spokesman of the Management Board of RLB Tirol), Johannes Schuster (formerly Division Head, now Management Board member of RZB), Friedrich Sommer (formerly Division Head of RZB) and Christian Teufl (formerly Division Head of RZB) have been appointed to the Supervisory Board until the end of the general meeting deciding on the formal approval of actions of the Supervisory Board in the fiscal year 2014. The former Supervisory Board members Patrick Butler, Karl Sevelda, Johann Strobl and Manfred Url resigned on the date of the registration of the Reorganisation in the company register from the RI Supervisory Board.

*Members of the administrative, management and supervisory bodies of RBI since registration in the company register of the Merger*

All board members have their commercial address at the seat of the Issuer and may be contacted there.

<b>Body (members)</b>	<b>Major functions/positions outside RBI</b>
<b>Management Board</b>	
Chairman of the Management Board: Dkfm. Dr. Herbert Stepic	<p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Oesterreichische Kontrollbank Aktiengesellschaft</li> <li>- OMV Aktiengesellschaft</li> <li>- Raiffeisen Centrobank AG</li> <li>- Tatra Banka a.s., Bratislava, Slovakia</li> <li>- Raiffeisenbank a.s., Prague, Czech Republic (chairman)</li> <li>- Raiffeisenbank Polska S.A., Warsaw, Poland (chairman)</li> <li>- Raiffeisenbank (Bulgaria) EAD, Sofia, Bulgaria (chairman)</li> <li>- ZAO Raiffeisenbank, Moscow, Russia (chairman)</li> <li>- Raiffeisen Bank Zrt, Budapest, Hungary (chairman)</li> <li>- Raiffeisen Bank Sh.a., Tirane, Albania</li> <li>- Priorbank JSC, Minsk, Belarus</li> <li>- Raiffeisen Bank S.A., Bucharest, Romania (chairman)</li> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine (chairman)</li> <li>- ZUNO BANK AG (chairman)</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen International Beteiligungs GmbH</li> </ul> <p><i>Limited partner</i></p> <ul style="list-style-type: none"> <li>- "NONUSDECIMUS" FRANKE IMMOBILIEN HANDEL KG</li> <li>- "SEPTIMUS" FRANKE IMMOBILIEN HANDEL KG</li> </ul>
Deputy chairman of the Management Board:	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- BestLine Privatstiftung</li> </ul>

<p>Mag. Dr. Karl Sevelda</p>	<ul style="list-style-type: none"> <li>- Bene Privatstiftung</li> <li>- FEPIA Privatstiftung</li> <li>- Herbert Depisch Privatstiftung (chairman)</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- BENE AG</li> <li>- HFA Zwei Mittelstandsfinanzierungs-AG (chairman)</li> <li>- Raiffeisen Centrobank AG</li> <li>- Raiffeisen Factor Bank AG (chairman)</li> <li>- Raiffeisen Investment Aktiengesellschaft</li> <li>- RZB Private Equity Holding AG</li> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine</li> <li>- Raiffeisen Bank Zrt, Budapest, Hungary</li> <li>- Raiffeisen Bank S.A., Bucharest, Romania</li> <li>- ZAO Raiffeisenbank, Moscow, Russia</li> <li>- Raiffeisen Banka d.d., Maribor, Slovenia</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen International Beteiligungs GmbH</li> </ul> <p><i>Limited partner</i></p> <ul style="list-style-type: none"> <li>- "MILLETERTIUS" Kreihlsler Immobilienhandel KG</li> <li>- "SECUNDUS" FRANKE IMMOBILIEN HANDEL KG</li> </ul>
<p>Mag. Martin Grill</p>	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Stefan Stoltzka Privatstiftung</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- ZUNO BANK AG</li> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine</li> <li>- ZAO Raiffeisenbank, Moscow, Russia</li> <li>- Raiffeisen Bank S.A., Bucharest, Romania</li> <li>- Raiffeisen Bank Polksa S.A., Warsaw, Poland</li> <li>- RB International Finance (USA) LLC, New York</li> <li>- RZB Private Equity Holding AG</li> </ul>
<p>Dr. Johann Strobl</p>	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Österreich AG</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Oesterreichische Clearingbank AG (chairman)</li> <li>- Raiffeisen Centrobank AG</li> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine</li> <li>- ZAO Raiffeisen Bank, Moscow, Russia</li> <li>- Raiffeisen Bank Zrt, Budapest, Hungary</li> <li>- RZB Private Equity Holding AG</li> </ul>
<p>Aris Bogdaneris, M.A</p>	<p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- ZUNO BANK AG</li> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine</li> <li>- ZAO Raiffeisenbank, Moscow, Russia</li> <li>- Raiffeisenbank Austria d.d., Zagreb, Croatia</li> <li>- Tatra Banka a.s., Bratislava, Slovakia</li> <li>- Raiffeisen Bank Zrt., Budapest, Hungary</li> <li>- Raiffeisen Bank S.A., Bucharest, Romania</li> <li>- Raiffeisen Bank Polska S.A., Warsaw, Poland</li> </ul>

Patrick Butler, M.A.	<p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- CEESEG Aktiengesellschaft</li> <li>- Kathrein &amp; Co. Privatgeschäftsbank Aktiengesellschaft</li> <li>- Raiffeisen Centrobank AG</li> <li>- Raiffeisen Investment Aktiengesellschaft</li> <li>- RSC Raiffeisen Daten Service Center GmbH</li> <li>- Raiffeisen Wohnbaubank Aktiengesellschaft</li> <li>- RZB Private Equity Holding AG (chairman)</li> <li>- Wiener Börse AG</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen International Beteiligungs GmbH</li> </ul>
Mag. Peter Lennkh	<p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine</li> <li>- ZAO Raiffeisenbank, Moscow, Russia</li> <li>- Raiffeisen Bank Sh.a., Tirana, Albania</li> <li>- Raiffeisen d.d. Bosna i Hercegovina, Sarajevo, Bosnia and Hercegovina (chairman)</li> <li>- Raiffeisenbank Austria d.d., Zagreb, Croatia (chairman)</li> <li>- Raiffeisen banka a.d., Belgrad, Serbia (chairman)</li> <li>- Raiffeisen Bank S.A., Bucharest, Romania</li> <li>- Raiffeisenbank (Bulgaria) EAD, Sofia, Bulgaria</li> <li>- Raiffeisen Bank Polska S.A., Warsaw, Poland</li> <li>- RZB Private Equity Holding AG</li> </ul>
Mag. Heinz Wiedner	<p><i>Management Board</i></p> <p>Designated CEO of Raiffeisenbank ZRT., Budapest</p> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- ZUNO BANK AG</li> <li>- Raiffeisen Bank Aval JSC, Kiev, Ukraine</li> <li>- ZAO Raiffeisenbank, Moscow, Russia (chairman)</li> </ul>
<b>Supervisory Board</b>	
Chairman of the Supervisory Board: Dr. Walter Rothensteiner	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- HK Privatstiftung</li> <li>- Raiffeisen Zentralbank Österreich Aktiengesellschaft (chairman)</li> </ul> <p><i>Representative</i></p> <ul style="list-style-type: none"> <li>- Österreichische Raiffeisen-Einlagensicherung eGen</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Casinos Austria Aktiengesellschaft (chairman)</li> <li>- Casinos Austria International Holding GmbH</li> <li>- Kathrein &amp; Co. Privatgeschäftsbank Aktiengesellschaft (chairman)</li> <li>- KURIER Redaktionsgesellschaft m.b.H.</li> <li>- KURIER Zeitungsverlag und Druckerei Gesellschaft m.b.H.</li> <li>- LEIPNIK-LUNDENBURGER INVEST BETEILIGUNGS AKTIENGESELLSCHAFT</li> <li>- Oesterreichische Kontrollbank Aktiengesellschaft</li> <li>- Österreichische Lotterien Gesellschaft m.b.H. (chairman)</li> <li>- Raiffeisen Bausparkasse Gesellschaft m.b.H. (chairman)</li> <li>- Raiffeisen Centrobank AG (chairman)</li> <li>- UNIQA Versicherungen AG</li> <li>- Valida Holding AG (chairman)</li> </ul>

	<ul style="list-style-type: none"> <li>- Wiener Staatsoper GmbH</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen International Beteiligungs GmbH</li> </ul> <p><i>Other</i></p> <ul style="list-style-type: none"> <li>- Generalrat der Oesterreichischen Nationalbank AG</li> </ul>
<p>1. Deputy member: Mag. Erwin Hameseder</p>	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- RAIFFEISENLANDESBANK NIEDERÖSTERREICH-WIEN AG (chairman)</li> <li>- ARS BOHEMIAE - Privatstiftung Rotter</li> <li>- Dr. Erwin Pröll Privatstiftung</li> <li>- Österreichische Raiffeisen-Einlagensicherung eGen (Deputy Representative)</li> <li>- RAIFFEISEN-REVISIONSVERBAND NIEDERÖSTERREICH-WIEN registrierte Genossenschaft mit beschränkter Haftung</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- AGRANA Beteiligungs-Aktiengesellschaft</li> <li>- AGRANA Zucker, Stärke und Frucht Holding AG</li> <li>- LEIPNIK LUNDENBURGER INVEST Beteiligungs Aktiengesellschaft</li> <li>- Mediaprint Zeitungs- und Zeitschriftenverlag Gesellschaft m.b.H. (chairman)</li> <li>- NÖM AG (chairman)</li> <li>- NÖM International AG</li> <li>- Raiffeisen Bausparkasse Gesellschaft m.b.H.</li> <li>- Raiffeisen Zentralbank Österreich Aktiengesellschaft</li> <li>- Südzucker AG, Mannheim, Germany</li> <li>- STRABAG SE</li> <li>- UNIQA Versicherungen AG</li> <li>- Z&amp;S Zucker und Stärke Holding AG (chairman)</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- "CARPETA" Holding GmbH</li> <li>- "TALIS" Holding GmbH</li> <li>- Medial Beteiligungs-Gesellschaft m.b.H.</li> <li>- Medicur - Holding Gesellschaft m.b.H.</li> <li>- Medicur Sendeanlagen GmbH</li> <li>- Printmedien Beteiligungsgesellschaft m.b.H.</li> <li>- R-Landesbanken Beteiligung GmbH</li> <li>- RAIFFEISEN-HOLDING NÖ-Wien Beteiligungs GmbH</li> <li>- Raiffeisen-Landesbanken-Holding GmbH</li> </ul> <p><i>Executive Manager</i></p> <ul style="list-style-type: none"> <li>- RAIFFEISEN-HOLDING NIEDERÖSTERREICH WIEN registrierte Genossenschaft mit beschränkter Haftung</li> </ul>
Dr. Kurt Geiger	<p><i>Supervisory Board:</i></p> <ul style="list-style-type: none"> <li>- TBIF Financial Services BV</li> </ul>
Stewart D. Gager	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Strategic Active Trading Funds PLC</li> </ul>
Mag. Markus Mair	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen-Landesbank Steiermark AG (chairman)</li> <li>- Kundengarantiegemeinschaft der Raiffeisen-Geldorganisation Steiermark</li> <li>- Österreichische Raiffeisen-Einlagensicherung eGen</li> <li>- Österreichischer Raiffeisenverband</li> <li>- Raiffeisen-Kundengarantiegemeinschaft Österreich</li> <li>- Raiffeisenverband Steiermark</li> </ul>



	<ul style="list-style-type: none"> <li>- Solidaritätsverein der Raiffeisen-Geldorganisation Steiermark (Representative)</li> <li>- Raiffeisen – Einlagensicherung Steiermark registrierte Genossenschaft mit beschränkter Haftung</li> <li>- Forschungsinstitut für das Bankwesen in Graz (Deputy Representative)</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Energie Steiermark AG</li> <li>- GRAWE-Vermögensverwaltung</li> <li>- Grazer Wechselseitige Versicherung Aktiengesellschaft</li> <li>- Landes-Hypothekenbank Steiermark Aktiengesellschaft (chairman)</li> <li>- Raiffeisen Bausparkasse Gesellschaft m.b.H.</li> <li>- Raiffeisen Zentralbank Österreich Aktiengesellschaft</li> <li>- SAG Immobilien AG</li> <li>- Styria Media Group AG</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- KONKRETA Beteiligungsverwaltungs GmbH</li> <li>- NWB Beteiligungs GmbH</li> <li>- R-Landesbanken-Beteiligung GmbH</li> <li>- Raiffeisen-Landesbanken-Holding GmbH</li> <li>- RLB-Stmk Holding registrierte Genossenschaft mit beschränkter Haftung</li> <li>- RLB-Stmk Verbund registrierte Genossenschaft mit beschränkter Haftung</li> <li>- RLB Stmk Verwaltung eGen</li> <li>- RLB-Stmk Management GmbH</li> </ul>
<p>Komm.-Rat Mag. Dr. Ludwig Scharinger</p>	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisenlandesbank Oberösterreich Aktiengesellschaft (chairman)</li> <li>- Hödlmayr-Privatstiftung</li> <li>- OÖ.Obst- und Gemüseverwertungsgenossenschaft (Efko) eGen</li> <li>- Österreichische Raiffeisen-Einlagensicherung eGen</li> <li>- Privatstiftung der Raiffeisenlandesbank Oberösterreich Aktiengesellschaft</li> <li>- Privatstiftung zur Förderung des Gedankens des Wohnungseigentums und dessen Realisierung, insbesondere in Oberösterreich (chairman)</li> <li>- Raiffeisen-Einlagensicherung Oberösterreich registrierte Genossenschaft mit beschränkter Haftung</li> <li>- Raiffeisenverband Oberösterreich eGen</li> <li>- Wolfgang Kaufmann Privatstiftung (chairman)</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Asamer Holding AG</li> <li>- Energie AG Oberösterreich</li> <li>- Gesellschaft für den Wohnungsbau, Gemeinnützige Gesellschaft mit beschränkter Haftung (chairman)</li> <li>- gbv services gemeinnützige gmbh (chairman)</li> <li>- Kommunalkredit Public Consulting GmbH</li> <li>- LINZ AG für Energie, Telekommunikation, Verkehr und Kommunale Dienste</li> <li>- Oberösterreichische Landesbank Aktiengesellschaft</li> <li>- Oesterreichische Kontrollbank Aktiengesellschaft</li> <li>- Österreichische Salinen Aktiengesellschaft</li> <li>- PRIVAT BANK AG der Raiffeisenlandesbank Oberösterreich (chairman)</li> <li>- Raiffeisen Bausparkasse Gesellschaft m.b.H.</li> <li>- Raiffeisen-Kredit-Garantiesellschaft m.b.H.</li> <li>- Raiffeisen Zentralbank Österreich Aktiengesellschaft</li> <li>- Salinen Austria Aktiengesellschaft</li> <li>- SALZBURGER LANDES-HYPOTHEKENBANK AKTIENGESELLSCHAFT (chairman)</li> <li>- Tyrol Equity AG</li> </ul>

	<ul style="list-style-type: none"> <li>- VA Intertrading Aktiengesellschaft</li> <li>- voestalpine AG</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- R-Landesbanken-Beteiligung GmbH</li> <li>- Raiffeisen-Landesbanken-Holding GmbH</li> <li>- Raiffeisenbankengruppe OÖ Verbund eingetragene Genossenschaft</li> <li>- RLB Holding registrierte Genossenschaft mit beschränkter Haftung OÖ</li> </ul>
Dr. Hannes Schmid	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen-Landesbank Tirol AG</li> <li>- Österreichische Raiffeisen-Einlagensicherung eGen</li> <li>- Raiffeisen Tirol Ergänzungskapital registrierte Genossenschaft mit beschränkter Haftung</li> <li>- Raiffeisen-Einlagensicherung Tirol eGen</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen Bausparkasse Gesellschaft m.b.H.</li> <li>- Raiffeisen Zentralbank Österreich Aktiengesellschaft</li> <li>- Seeste Bau AG</li> <li>- UNIQA Versicherungen AG</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- Livera Raiffeisen-Immobilien-Leasing Gesellschaft m.b.H.</li> <li>- RLB Beteiligung Ges.m.b.H.</li> </ul>
Dr. Johannes P. Schuster	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Österreich Aktiengesellschaft</li> </ul>
Dr. Friedrich Sommer	<p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- NOTARTREUHANDBANK AG</li> <li>- Valida Pension AG</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- BL Syndikat Beteiligungs Gesellschaft m.b.H.</li> <li>- RALT Raiffeisen-Leasing Gesellschaft m.b.H</li> </ul>
Mag. Christian Teufl	<p><i>Management Board</i></p> <ul style="list-style-type: none"> <li>- LEIPNIK-LUNDENBURGER INVEST Beteiligungs Aktiengesellschaft</li> </ul> <p><i>Supervisory Board</i></p> <ul style="list-style-type: none"> <li>- AGRANA Beteiligungs-Aktiengesellschaft</li> <li>- AGRANA Zucker, Stärke und Frucht Holding AG</li> <li>- Aviso Zeta Bank AG</li> <li>- EPAMEDIA – Europäische Plakat- und Aussenmedien GmbH</li> <li>- Kathrein &amp; Co. Privatgeschäftsbank Aktiengesellschaft</li> <li>- Österreichische Bundesbahnen-Holding Aktiengesellschaft</li> <li>- Österreichische Rundfunksender GmbH</li> <li>- Raiffeisen Centrobank AG</li> <li>- RZB Private Equity Holding AG</li> <li>- VK Mühlen Aktiengesellschaft-Hamburg</li> <li>- Z&amp;S Zucker und Stärke Holding AG</li> </ul> <p><i>Managing Director</i></p> <ul style="list-style-type: none"> <li>- BL Syndikat Beteiligungs Gesellschaft m.b.H</li> <li>- MAZ Beteiligungs GmbH</li> <li>- Marchfelder Zuckerfabriken Gesellschaft m.b.H</li> <li>- Raiffeisen-Invest-Gesellschaft m.b.H</li> <li>- SALVELINUS Handels- und Beteiligungsgesellschaft m.b.H</li> </ul>

	<ul style="list-style-type: none"> <li>- VECTRA Handels- und Beteiligungsgesellschaft m.b.H</li> <li>- Zucker Invest GmbH</li> <li>- Zucker-Beteiligungsgesellschaft m.b.H</li> <li>- Zuckermarkt - Studiengesellschaft m.b.H</li> </ul>
<b>Members of the Supervisory Board delegated by the Staff Council:</b>	
Chairman of the Staff Council Martin Prater	<i>Supervisory Board</i> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Aktiengesellschaft</li> <li>- Valida Pension AG</li> </ul>
1st Deputy to the Chairman of the Staff Council Mag. Peter Anzeletti-Reikl	<i>Supervisory Board</i> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Aktiengesellschaft</li> </ul>
2nd Deputy to the Chairman of the Staff Council Mag. Rudolf Kortenhof	<i>Supervisory Board</i> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Aktiengesellschaft</li> </ul>
Sabine Chadt	<i>Supervisory Board</i> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Aktiengesellschaft</li> </ul>
Mag. Helge Rechberger	<i>Supervisory Board</i> <ul style="list-style-type: none"> <li>- Raiffeisen Zentralbank Aktiengesellschaft</li> </ul> <i>Managing Director</i> <ul style="list-style-type: none"> <li>- Raiffeisen Research GmbH</li> </ul>

Source: Internal data.

**Other/state commissioners (*Staatskommissionäre*)**

Unless otherwise provided for by law, a state commissioner (*Staatskommissionär*) and a deputy must be appointed for a term of office of no more than five years by the Austrian Federal Minister of Finance with respect to credit institutions whose balance sheet total exceeds EUR 1 billion. Re-appointments are permissible.

### *Conflicts of Interest*

Raiffeisen Bank International AG is not aware of any conflicts of interest between the obligations of the Supervisory Board members and/or the Management Board members and their private or other interests.

In addition, the Issuer has internal guidelines pursuant to the Securities Supervision Act (*Wertpapieraufsichtsgesetz – "WAG"*) 2007 as well as compliance rules in place regulating the management of conflicts of interest and the ongoing application of such guidelines and rules. Their objective is to prevent conflicts of interests which may adversely affect the interests of customers or of the Issuer. If any conflicts of interest are identified with respect to the members of the Management Board, Supervisory Board or the upper management level, procedures will be in place or measures will be taken in order to cope with and in particular to disclose such conflicts of interest:

The guidelines and rules relate to potential or actual conflicts which may affect the Group, the employees themselves (including management), their spouses/partners, dependent children or other family members living in the same household for at least one year to the extent that these persons have a close relationship with customers or other contractual partners (in particular suppliers) or issuers of financial instruments.

Such close relationship may arise from a contractual relationship exceeding the scope of everyday transactions or from a direct or indirect shareholding in excess of 5 per cent. of the share capital (on an accumulated basis in case of an indirect holding), membership of any managing or supervisory body (Managing Director, Management Board or Supervisory Board member, etc.), any other opportunity, as determined by the relevant person, to exert a material influence on management or under a general commercial power of attorney (*Prokura*).

Members of the Management Board of RBI serving on the Management Boards or Supervisory Boards of or performing any similar functions in other companies/foundations (see section 6 "Administrative managing and supervisory bodies" of this Prospectus) may in individual cases be confronted with conflicts of interest arising in the context of the RBI Group's banking operations if the Issuer maintains active business relations with such other companies.

The Supervisory Board of RBI is almost exclusively composed of qualified banking experts (see section 6 "Administrative managing and supervisory bodies" of this Base Prospectus). To the extent such Supervisory Board members have not been recruited from within the Raiffeisen-Bankengruppe, conflicts of interest may arise if they are members of the Supervisory Boards of companies competing with RBI.

Generally, members of executive bodies serving on Management or Supervisory Boards outside the RBI Group may, in individual cases, be confronted with potential conflicts of interest if the Issuer maintains active business relations with said companies.

To the extent that members of executive bodies simultaneously serve on the Management or Supervisory Boards of companies outside the RBI Group, such companies (including the companies of the Raiffeisen-Bankengruppe Österreich not associated with RZB) may also compete with RBI.

## 7. MAJOR SHAREHOLDERS

The Issuer is majority-owned by RZB who holds approx. 78.5 per cent. of the shares in RBI after the Reorganisation. RBI is thus majority-controlled by RZB and its shareholders (see below). The ownership structure of the Issuer changed as follows in the wake of the Reorganisation:

<b>Total nominal capital of RI prior to the RESTRUCTURING as of 31 Dec 2009</b>	
Total number of shares .....	154,667,500
Total nominal capital in EUR .....	471,735,875.00
<b>Shareholder</b>	<b>Total*</b> (in %)
RZB (accumulated holding, indirectly via RI-Bet and Cembra)	72.85
Free float .....	27.15
<b>Total .....</b>	<b>100,00</b>

\*Calculated on the basis of the total number of shares (i.e. including treasury shares).

Source: Calculated by the Issuer.

Due to the issuance of 40,837,624 new merger shares, the number of outstanding shares after the Reorganisation rose to 195,505,124 as of 10 October 2010; thus the nominal capital of RI increased from EUR 471,735,875.00 by EUR 124,554,753.20 to EUR 596,290,628.20. As the new shares were not issued at a premium, the prorated amount of nominal capital attributable to each outstanding share remained unchanged at EUR 3.05. Accordingly, the nominal capital and percentage shareholdings changed as follows as a result of Cembra's merger into RI:

<b>Total nominal capital of RBI after the RESTRUCTURING as of 10 October 2010</b>	
Total number of shares .....	195,505,124
Total nominal capital in EUR .....	596,290,628.20
<b>Shareholder</b>	<b>Total*</b> (in %)
RZB (accumulated holding, indirectly via RI-Bet)	78.52
Free float .....	21.48
<b>Total .....</b>	<b>100,00</b>

\*Calculated on the basis of the total number of shares (i.e. including treasury shares).

Source: Calculated by the Issuer; joint merger report as of 29 May 2010 prepared by the Management Boards of Cembra and RI.

Just under 88 per cent. of the shares of RZB, the parent company of RBI, are held by the *Raiffeisen-Landeszentralen*. These regional Raiffeisen banks (excluding ZVEZA BANK), as of 31 December 2009, collectively held approx. 81.35 per cent. of RZB's shares in *R-Landesbanken-Beteiligungs-GmbH* which, in turn, is 100 per cent. controlled by Raiffeisen Landesbanken Holding GmbH. Therefore, RZB is majority owned by these companies. Thus RZB is controlled directly by that company (a mere holding company) as well as indirectly by the shareholders of that company. As Raiffeisen Landesbanken Holding GmbH is a mere holding company held and controlled by seven Raiffeisenlandesbanken and the Raiffeisenverband Salzburg via intermediate holding companies and does not pursue any other activities, RZB is the central core company of the RZB Group, irrespective of any formal classification.

Accumulated (direct and indirect) shareholdings:

**Total nominal capital of RZB as of 31 December 2009**

<b>Total number of shares</b>	<b>6,105,874</b>
thereof shares of common stock .....	5,539,885
thereof preference shares .....	565,989
<b>Total nominal capital, in EUR.....</b>	<b>443,713,863.58</b>

**Shareholder as of 31 December 2009**

(direct + 100 per cent. indirect)	Common stock (in %)	Preference shares (in %)	Total (in %)
RAIFFEISENLANDESBANK NIEDERÖSTERREICH-WIEN AG .....	0.08	0.51	0.58
Raiffeisen-Landesbank Steiermark AG .....	0.0002	0.18	0.18
Raiffeisenlandesbank Oberösterreich Aktiengesellschaft .....	0.0002	0.18	0.18
Raiffeisen-Landesbank Tirol AG.....	0.01	0.01	0.02
Raiffeisen Beteiligung GmbH .....	3.61	0.40	4.01
Raiffeisenlandesbank Kärnten - Rechenzentrum und Revisionsverband, registrierte Genossenschaft mit beschränkter Haftung .....	1.06	0.15	1.21
Raiffeisenlandesbank Burgenland und Revisionsverband registrierte Genossenschaft mit beschränkter Haftung .....	0.15	0.00	0.15
Raiffeisenlandesbank Vorarlberg Waren- und Revisionsverband, registrierte Genossenschaft mit beschränkter Haftung .....	0.11	0.00	0.11
R-Landesbanken-Beteiligung GmbH*.....	73.51	7.84	81.35
ZVEZA BANK, registrirana zadruga z omejenim jamstvom, Bank und Revisionsverband, registrierte Genossenschaft mit beschränkter Haftung.....	0.04	0.00	0.04
<b>Total Raiffeisen Landeszentralen .....</b>	<b>78.56</b>	<b>9.27</b>	<b>87.83**</b>
UBG-Bankenbeteiligungs Gesellschaft m.b.H.....	5.15	0.00	5.15
UNIQA Versicherungen AG .....	2.64	0.00	2.64
RWA Raiffeisen Ware Austria Aktiengesellschaft .....	2.58	0.00	2.58
HYPO INVESTMENTBANK AG (formerly: Niederösterreichische Landesbank- Hypothekenbank Aktiengesellschaft) .....	1.17	0.00	1.17
HSE Beteiligungs GmbH.....	0.63	0.00	0.63
<b>Total non-Raiffeisen Landeszentralen.....</b>	<b>12.17</b>	<b>0.00</b>	<b>12.17</b>
<b>Total .....</b>	<b>90.73</b>	<b>9.27</b>	<b>100.00</b>

\*R-Landesbanken-Beteiligung GmbH is wholly-owned by Raiffeisen-Landesbanken-Holding GmbH which, in turn, is owned by the following companies:

- Agroconsult Austria Gesellschaft m.b.H. (2.20 per cent.)
- KONKRETA Beteiligungsverwaltungs GmbH (18.14 per cent.)
- RLB Burgenland Sektorbeteiligungs GmbH (5.51 per cent.)
- RLB NÖ-Wien Sektorbeteiligungs GmbH (37.89 per cent.)
- RLB OÖ Sektorbeteiligungs GmbH (18.14 per cent.)
- RLB Tirol Holding Verwaltungs GmbH (7.16 per cent.)
- RLB Unternehmensbeteiligungs GmbH (5.44 per cent.)
- RLB-Vorarlberg Sektorbeteiligungs GmbH (5.51 per cent.)

\*\*Rounding difference.

Source: RZB share register.

## 8. LEGAL AND ARBITRATION PROCEEDINGS

The Issuer (including the business divisions acquired on the occasion of the Reorganisation) and the RBI Group, respectively, are involved in various legal proceedings in the ordinary course of operations.

The following pending proceedings are of major importance with respect to the Issuer/the RBI Group:

A large number of customers of AMIS Asset Management Investment Services AG (formerly: AMV Asset Management Vermögensverwaltung AG, "AMIS") have granted direct debit authorizations on the occasion of the signing of their investment contracts entered into with AMIS. Luxembourg-based banks managing the funds distributed by AMIS collected investment amounts from customers pursuant to such direct debit authorizations. Most recently, such collections were no longer made via the initially involved banks in Luxembourg but via an intermediate company. The recipients of such payments instructed RZB (old) – who is otherwise not in any way involved in the business practices of AMIS – to handle such collections. Insolvency proceedings were instituted against financial service provider AMIS in 2005 when it became known that customers' assets entrusted to AMIS had been applied in breach of trust. The customers of AMIS who in some cases were represented by a "class action association" or by joint legal counsel and had suffered a damage due to the use of amounts to be invested by AMIS contrary to contractual provisions (a fact established by criminal court in the meantime) pleaded vis-à-vis RZB (old) that the direct debit authorizations granted by them had been inadequate so that the amounts collected would have to be refunded by RZB (old). RZB/RBI disputes this obligation but has, nevertheless, made adequate provisions in line with its assessment of the associated risk. So far no legal action has been taken against RZB/RBI.

In August 2007, a company domiciled in the British Virgin Islands has filed a claim against RZB for the payment of a total amount of approx. USD 20.8 million – subject to an extension of such claim by another USD 45 million. The claim is based on several transactions relating to a business relationship terminated in the meantime. The claimant alleged in particular that RZB had failed to pay interest on credit balances (including for a period during which the accounts had been frozen by judicial order), given incorrect advice with respect to money transfers and committed errors in connection with the implementation of securities transactions. The action is currently pending at first instance. RZB/RBI believes the claim to be unsubstantiated and has therefore made minor provisions in line with its assessment of the associated risk.

Legal action was filed against RZB (old) and Raiffeisen Investment AG ("RIAG") (prior to the Reorganisation) in New York. The claimant alleged that RZB (old)/RBI (new), in its capacity as universal successor, had unlawfully paid USD 150,000 on a bid bond and that RIAG had been involved in a fraud committed by the Serbian Privatization Agency resulting in a damage of USD 30.5 million or even USD 51.5 million. According to the U.S. lawyers of RZB (old)/RBI and RIAG, the action is very unlikely to succeed.

Furthermore, there is a tendency, in particular in the wake of the financial market and economic crisis, towards a more aggressive behavior on the part of competitors in the context of legal or other disputes. This also applies to banks with whom an agreement could normally be reached in the past as well as to credit institutions with whom RZB or RBI maintains business relationships in connection with syndicated loan facilities where it acts inter alia as co-manager or agent.

## 9. MATERIAL CONTRACTS

Documents and reports relating to the Reorganisation may be obtained via a link referring to the documents available for inspection in connection with RI's 2010 general meeting on the website of the Issuer ([www.rbinternational.com](http://www.rbinternational.com)) under the section "Investor Relations". This information is, however, not an integral part of this prospectus and not included herein by reference.

Material contracts relating to the Reorganisation, the reorganization plan, the Spin-Off and acquisition agreement as well as the merger agreement are described in "DESCRIPTION OF RAIFFEISEN BANK INTERNATIONAL AG – 1.2. Reorganisation". The related contracts are obtainable as part of the documents available for inspection in connection with RI's 2010 general meeting on the Issuer's website, as described above.

RBI has, as a member of the RZB financial institution group, connected to the central institution RZB, joined on an agreement according to §25(13) BWG (system of a common liquidity balance).

Other than set forth above, the companies of the RBI Group, during the past two years, have not entered into any material contracts outside the ordinary course of operations which may have a material adverse impact on the ability of the RBI Group or of any company of the RBI Group to meet its obligations under the RBI Notes as referred to herein.

With respect to the Issuer's membership in the RKÖ and ÖRE, reference is made to the Section "*Membership in the Raiffeisen-Kundengarantiegemeinschaft Österreich (Austrian Raiffeisen Customer Guarantee*

*Association – "RKÖ") and Österreichische Raiffeisen Einlagensicherung eGen (Austrian Raiffeisen Deposit Insurance registered corporation "ÖRE"); statutory deposit guarantee system" in DESCRIPTION OF RAIFFEISEN BANK INTERNATIONAL AG – 1. Preliminary Remarks" of this Base Prospectus.*



## **DESCRIPTION OF COVERED BANK BONDS ACCORDING TO THE AUSTRIAN LAW ON COVERED BANK BONDS (FUNDIERTE BANKSCHULDVERSCHREIBUNGEN)**

Covered Bank Bonds ("*Fundierte Bankschuldverschreibungen*") are issued according to the Austrian law of 27 December 1905 regarding Covered Bank Bonds, Imperial Law Gazette 1905 No. 213 as amended ("*Gesetz vom 27. Dezember 1905, betreffend fundierte Bankschuldverschreibungen*", hereinafter **Law on Covered Bank Bonds**) as well as the Articles of Association of the Issuer as amended. Covered Bank Bonds may not be issued without the cover provided in the Law on Covered Bank Bonds.

The Issuer is obliged to designate appropriate assets which thereafter constitute the cover pool ("*Kautio*" or "*Deckungsstock*") for the Covered Bank Bonds and whose purpose is to create a distinct pool of assets to satisfy the claims of the Trustee on behalf of the holders of Covered Bank Bonds and – in particular in case of insolvency of the Issuer – to preferentially satisfy the claims arising out of Covered Bank Bonds (as described below). The cover pool shall at any time cover at least the redemption amount and interest of the outstanding Covered Bank Bonds as well as the likely administration costs arising in case of insolvency of the Issuer, or, as specified on the respective Covered Bank Bond, the cover pool shall at any time cover at least the present value ("*Barwert*") of the Covered Bank Bonds outstanding plus an additional safety margin that shall be determined with reference to market risk, which shall amount to at least 2 per cent. of the nominal amount of the outstanding Covered Bank Bonds.

Examples of assets which qualify for the cover pool include claims and securities that are suitable for the investment of assets of minors, claims or notes which are secured by a mortgage or claim that is registered with a public register, claims against or guaranteed by the Republic of Austria, Austrian provinces or municipalities, a Member State of the European Economic Area, Switzerland and certain of their respective regional governments or local communities, securities issued or guaranteed by any of the aforementioned entities as well as certain hedging (derivative) transactions if they are used to hedge interest rate, foreign exchange or issuer insolvency risks connected with the cover pool relating to the Covered Bank Bonds, all as provided in the Law on Covered Bank Bonds.

While, currently, the Issuer only has one cover pool for all Covered Bank Bonds currently outstanding, it plans to create separate cover pools for different classes of Covered Bank Bonds.

If the required coverage is not fully available, for instance in the case of repayment of an asset of the cover pool, or for any other reason, such shortfall shall be met by assets of the Issuer arising out of deposits maintained at any central bank within zone A (as defined in section 2 no. 18 of the Austrian Banking Act, being mainly Member States of the European Economic Area and full members of the OECD) or at any credit institution pursuant to Section 2 no. 20 of the Austrian Banking Act (being mainly credit institutions of zone A) or by cash (any and all, the Substitute Coverage). The Substitute Coverage must not exceed 15% of the aggregate amount of the outstanding Covered Bank Bonds. Assets or parts of assets of any other credit institution according to section 2 sub-para. 20 of the Austrian Banking Act shall be considered equivalent to those assets where the Issuer is the creditor, if it has been agreed in writing that they are held in trust by such other credit institution for the Issuer and it is certain that they correspond to both to the provisions of the Articles of Association and the relevant statutory provisions relating to covered bank bonds.

A Government Commissioner ("*Regierungskommissär*") must be appointed who performs the duties provided in the Law on Covered Bank Bonds. The Issuer may dispose of any asset of the cover pool only with the consent of the Government Commissioner.

In the event of insolvency proceedings against the Issuer the insolvency court will appoint a joint attorney ("*Kurator*") for the purpose of representing the holders of Covered Bank Bonds, as well as a Special Administrator for the administration of the cover pool. The entire cover pool is to be sold in accordance with the procedure set out in Section 3 of the Law on Covered Bank Bonds to an appropriate credit institution which then assumes all obligations under the Covered Bank Bonds (the Issuer's liability continues to exist).

Should it be impossible to sell the entire cover pool and should the cover pool not be sufficient to satisfy all holders of Covered Bank Bonds then the cover pool shall be liquidated (with the consent of the bankruptcy court). In such case all claims under the Covered Bank Bonds shall be deemed due. The claims of the holders of Covered Bank Bonds shall be satisfied from the proceeds on a pro rata basis.

Furthermore, holders of Covered Bank Bonds would also have recourse to any assets of RZB outside the cover pool to the extent that their claims arising out of the Covered Bank Bonds are not satisfied. However, as regards these assets, holders of Covered Bank Bonds would rank equally with other unsecured and unsubordinated creditors of the Issuer (and eventually also with other secured creditors in respect of any shortfall of their cover).



## DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favor or against such resolution.

If the Notes are for their life represented by Global Notes, the Terms and Conditions of such Notes fully refer to the rules pertaining to resolutions of Holders in the form of such Schedule to the Fiscal Agency Agreement. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**"), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

The following is a brief summary of some of the statutory rules regarding the taking of votes without meetings and the convening and conduct of meetings of Holders, the passing and publication of resolutions as well as their implementation and challenge before German courts.

### *Specific Rules regarding Votes without Meeting*

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the "**Holders' Representative**") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

### *Rules regarding Holders' Meetings applicable to Votes without Meeting*

In addition, the statutory rules applicable to the convening and conduct of Holders' meetings will apply mutatis mutandis to any vote without a meeting. The following summarises some of such rules.

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding five per cent. or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50 per cent. of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will

be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent. of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an Issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

## SUBSCRIPTION AND SALE

The Issuer and the Dealers have entered into a dealer agreement of even date herewith (the "**Dealer Agreement**") as a basis upon which they or any of them may from time to time agree to purchase Notes.

### Selling Restrictions

#### 1. General

Each Dealer has agreed that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer and any other Dealer shall have any responsibility therefor. Neither the Issuer nor any of the Dealers has represented that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

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

#### 2. European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation hereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable;
- (ii) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (iii) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than EUR 43,000,000 and (3) an annual turnover of more than EUR 50,000,000, as shown in its last annual or consolidated accounts;
- (iv) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (v) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (ii) to (v) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

### 3. United States of America

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act, and may not be offered, sold or delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note.

From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Article 4(k)(1)(m)(n) of the Dealer Agreement, each Dealer (a) has acknowledged that the Notes have not been and will not be registered under the Securities Act; (b) has represented and agreed that it has not offered, sold or delivered any Notes, and will not offer, sell or deliver any Notes, (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and closing date, within the United States or to, or for the account or benefit of, U.S. persons and it has and will only offer, sell or deliver any Notes in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (c) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (d) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U. S. Securities Act of 1933 (the "**Securities Act**") and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903(b)(2)(iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S".

Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche. On the basis of such notification or notifications, the Fiscal Agent has agreed to notify such Dealer/Lead Manager of the end of the restricted period with respect to such Tranche.

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

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

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

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

- (a) except to the extent permitted under United States Treasury Regulation § 1.163-5(c)(2)(i)(D), (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if such Dealer is a United States person, it represents that it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if such Dealer retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of United States Treasury Regulation § 1.163-5(c)(2)(i)(D)(6);

- (d) it acknowledges that an offer or sale will be considered to be made in the United States or its possessions if it has an address within the United States or its possessions for the offeree or purchaser of a Note subject to such offer or sale; and
- (e) with respect to each affiliate that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either (i) has repeated and confirmed the representations and agreements contained in paragraphs (a), (b), (c) and (d) on such affiliate's behalf or (ii) has agreed that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in paragraphs (a), (b), (c) and (d).

Terms used in the above paragraphs (a) to (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

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

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

#### *4. United Kingdom*

Each Dealer has represented and agreed that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the Issuer;
- (ii) 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
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### *5. Japan*

Each Dealer has acknowledged 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) and, accordingly, each Dealer undertakes that it will not offer or sell any Instruments, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "**Japanese Person**" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## TAXATION

The following is a general discussion of certain German, Luxembourg and Austrian tax consequences of the acquisition and ownership of Notes and certain aspects of the EU Savings Tax Directive. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Germany, the Grand Duchy of Luxembourg and Austria currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect. The information contained within this section are limited to taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

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

### 1. Germany

#### 1.1 Tax Residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

#### (a) Taxation if the Notes are held as private assets (*Privatvermögen*)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

#### (i) Income

Payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as (negative) savings income. Where the Notes are issued in a currency other than euro, the acquisition costs will be converted into euro at the time of acquisition, the sales proceeds will be converted into euro at the time of sale and the difference will then be computed in euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in einer Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 22 December 2009, a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible. However, the Issuer takes the view that losses suffered for other reasons (e.g. because the Notes are linked to a reference value and such reference value decreases in value) should be tax-deductible, subject to the ring-fencing rules described above. Investors should note that such view of the Issuer must not be understood as a guarantee that the tax authorities and/or courts will follow such view.

If the Notes provide for a physical delivery of bonds, shares, interests in funds, shares in exchange-traded-funds ("**ETF-shares**") or other interests, the Notes may qualify as convertible, exchangeable or similar instruments, subject to the relevant Terms and Conditions of the Notes (e. g. whether the Issuer or the investor has the right to opt for a physical delivery). In such a case, the sales proceeds from the Notes and the acquisition costs of the received securities may be deemed to be equal to the initial acquisition costs of the Notes (section 20 para 4a sentence 3 ITA) so that no taxable capital gains would be achieved due to the conversion. However, capital gains realised upon an on-sale of the received securities would qualify as taxable income.

If the Notes are allocated to an activity of letting and leasing of property, the income from the Notes qualifies, deviating from the above, as income from letting and leasing of property. In such a case, the taxable income is calculated as the difference between the income and income-related expenses (*Werbungskosten*).



(ii) *Taxation of income*

Savings income is taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*), which is 26.375 per cent. (including solidarity surcharge (*Solidaritätszuschlag*)) plus, if applicable, church tax. When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife) will be deducted. The deduction of the actual income related expenses, if any, is excluded. The taxation of savings income shall take place mainly by way of levying withholding tax (please see (iii) below). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. However, the separate tax rate for savings income applies in most cases also within the assessment procedure. In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate.

If the income from the Notes qualifies as income from letting and leasing of property, the investor has to report income and income-related expenses (*Werbungskosten*) in its tax return and the balance will be taxed at the investor's individual income tax rate of up to 47.475 per cent. (including solidarity surcharge) and, as the case may be, church tax.

(iii) *German withholding tax (Kapitalertragsteuer)*

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings. The tax base is, in principle, equal to the taxable gross income as set out in (i) above (i.e. prior to withholding). However, in the case of capital gains, if the acquisition costs of the Notes are not proven to the German Disbursing Agent, withholding tax is applied to 30 per cent. of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent may deduct any negative savings income or accrued interest paid of the same calendar year or of previous calendar years.

The Issuer is, in general, not obliged to levy German withholding tax in respect of payment on the Notes. If, however, the Issuer were deemed to be resident in Germany for tax purposes and if, further, the Notes qualify as hybrid instruments (e. g. silent partnership, profit participating notes, *jouissance rights (Genussrechte)*), German withholding tax has to be imposed by the Issuer irrespective of whether the Notes are held in a custodial account maintained with a German Disbursing Agent.

German withholding tax will be levied at a flat withholding tax rate of 26.375 per cent. (including solidarity surcharge) plus, if applicable, church tax.

No German withholding tax will be levied if the investor filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the maximum exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife). Similarly, no withholding tax will be levied if the investor has submitted to the German Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office.

(b) *Taxation if the Notes are held as business assets (Betriebsvermögen)*

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15 per cent. or income tax at a rate of up to 45 per cent., as the case may be, (in each case plus 5.5 per cent. solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Capital losses may be ring-fenced.

If instead of a cash-settlement at maturity of a Note, a physical delivery of bonds, shares, interests in funds or ETF-shares takes place, such delivery would be regarded as a taxable sale of the Note and the corresponding capital gain will be taxable.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out in section (a)(iii) above. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a company satisfying the requirements of section 43 para 2 sentence 3 no 1 ITA or (b) the proceeds from the Notes qualify as income of a

domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

### *1.2 Non-residents*

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see 1.1 above).

If the income is subject to German tax as set out in the preceding paragraph, German withholding tax will be applied like in the case of a German tax resident person.

### *1.3 Taxation if the Notes qualify as equity or equity-like*

If a Note qualifies as equity or equity-like from a German tax perspective, in addition to the rules set out above, income and deemed income may be subject to income taxation, trade tax and, even if interest on the Note is not paid out by a German Disbursing Agent, to withholding tax.

Further, capital gains achieved by an investor holding the Notes as private assets might be re-qualified as business income and, thus, taxable at the investor's individual income tax rate. Capital gains and dividend income might also be partly tax-exempt according to section 8b German Corporate Income Tax Act (*Körperschaftsteuergesetz*) and section 3 no 40 ITA respectively.

### *1.4 Inheritance and Gift Tax*

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed. In addition, certain German expatriates will be subject to inheritance and gift tax.

### *1.6 Other Taxes*

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is currently not levied in Germany.

## **2. Luxembourg**

### **Withholding Tax**

All payments by the Issuer in the context of the holding, disposal or redemption of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of 21 June 2005 implementing the European Union Savings Directive (Council Directive 2003/48/EC) and several agreements concluded with certain dependent or associated territories and providing for the possible application of a withholding tax (20 per cent. from 1 July 2008 to 30 June 2011 and 35 per cent. from 1 July 2011) on interest paid to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities") in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see paragraph "EU Savings Directive" below) or agreements;
- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005 which has introduced a 10 per cent. withholding tax (which is final when Luxembourg resident individuals are acting in the context of the management of their private wealth) on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg laws of 21 June 2005 implementing the European Union Savings Directive (Council Directive 2003/48/EC)).

Pursuant to the law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals can opt to self declare and pay a 10 per cent. tax on interest payments made by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area or in a State

or territory which has concluded an agreement directly relating to the EU Savings Directive (Council Directive 2003/48/EC) on the taxation of savings income.

The 10 per cent. withholding tax as described above or the 10 per cent. tax are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005 is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

### 3. Austria

#### *Austrian Residents*

Income derived from the Notes by individuals with a domicile or their habitual abode in Austria or corporate entities having their corporate seat or place of management in Austria is taxable in Austria pursuant to the Austrian income tax act (*Einkommensteuergesetz*) or the Austrian corporate income tax act (*Körperschaftsteuergesetz*).

Generally, income arising from the Notes should qualify as income from debt-securities (*Kapitalerträge aus Forderungswertpapieren*). Income from debt-securities includes:

- (i) Interest payments (*Zinserträge*).
- (ii) Accrued interest realized upon sale or other disposal. In the case of Index Linked Notes and certain comparable Notes the entire difference between the issue price and the sales price is taxable interest.
- (iii) Income realized upon redemption as the difference (*Unterschiedsbetrag*) between the issue price and the redemption price (there is an exemption if this difference is less than 2 per cent. and the Notes have regular coupons).

If income from debt-securities is paid out by a paying agent (*kuponauszahlende Stelle*) located in Austria, it is subject to a 25 per cent. Austrian deduction tax (*Kapitalertragsteuer-KES*, "capital yield tax"). The paying agent is the bank, including an Austrian branch of a foreign bank or investment firm, which pays out such income to the Noteholder.

#### *Austrian Resident Individuals*

For individuals the 25 per cent. capital yield tax constitutes a final taxation (*Endbesteuerung*), no matter whether they act as private investors or hold the Notes as business property. Final taxation means that no further income tax will be assessed and the income is not to be included in the Noteholder's income tax return.

Where there is no deduction of Austrian capital yield tax because the income from the Notes is not received in Austria (not paid out by a coupon paying agent located in Austria) Austrian resident noteholders will have to declare the income from the Notes in their income tax returns pursuant to the Austrian income tax act. A special 25 per cent. income tax rate is applicable.

Individuals whose regular personal income tax rate is lower than 25 per cent. may opt for taxation of the income from the Notes at such regular personal income tax rate. In this case, the capital yield tax will be credited against the personal income tax liability and the excess amount refunded. Expenses incurred by an individual noteholder in connection with income derived from Notes qualifying for final taxation or the special 25 per cent. income tax rate are in neither case deductible.

If the Notes are not offered to the public within the meaning of section 97 and 37 para. 8 of the Austrian income tax act, the income derived from the Notes is taxable at the respective noteholder's normal progressive personal income tax rate amounting up to 50 per cent. The Austrian capital yield tax will be credited against the income tax liability.

Accrued interest realised upon a sale of the Notes is taxed as income from debt-securities being subject to capital yield tax as set out above. For private investors, any additional capital gain on the disposal of the Notes is taxable if the disposal takes place within one year after the date of the acquisition of the Notes pursuant to section 30 income tax act (*Spekulationsgeschäft* - speculative transaction). Such speculative gain is taxed at normal progressive income tax rates amounting up to 50 per cent. if the total of such speculative gain exceeds 440 Euro per year. Losses from speculative transactions can only be set off against gains from speculative transactions of the same calendar year. If the Notes qualify as business assets, capital gains on the disposal are taxable irrespective of the date of the disposal at normal progressive income tax rates.

In the case of Index Linked Notes and certain comparable Notes the whole gain realized upon redemption or sale of the Notes (difference between issue price and sales price) is treated as income from debt-securities and therefore also subject to capital yield tax (where such capital yield tax applies).

This entire outline is based on the assumption that the Notes qualify as debt-securities (*Forderungswertpapiere*) and will not be qualified as equity instruments for tax purposes nor as derivative instruments resulting for private investors in taxation of capital gain pursuant to section 30 income tax act at progressive rates rather than being subject to capital yield tax.

Special rules apply if a noteholder transfers his residence or deposit account outside of Austria.

#### *Austrian Resident Corporate Investors*

Corporate noteholders deriving business income from the Notes may avoid the application of Austrian capital yield tax by filing a declaration of exemption (*Befreiungserklärung*) with the coupon paying agent pursuant to section 94 no. 5 Austrian income tax act. Income including any capital gain derived from the Notes by corporate noteholders is subject to Austrian corporate income tax at the general rate of 25 per cent. There is, *inter alia*, a special tax regime for Private Foundations established under Austrian law (*Privatstiftungen*).

#### *Non-Residents*

Income including any capital gain derived from the Notes by individuals who do not have a domicile or their habitual abode in Austria or by corporate investors who do not have their corporate seat or their place of management in Austria ("**non-residents**") is not taxable in Austria provided that the income is not attributable to an Austrian permanent establishment (for capital yield tax under the EU Savings Directive see below).

Thus, non-resident noteholders - in case they receive income from the Notes through a coupon paying agent located in Austria - may avoid the application of Austrian capital yield tax if they evidence their non resident-status vis-à-vis the coupon paying agent pursuant to the Austrian income tax guidelines. Non-residents will have to confirm their non-resident status in writing to the coupon paying agent. The provision of evidence that the noteholder is not subject to Austrian capital yield tax is the responsibility of the noteholder.

If any Austrian capital yield tax is deducted by the coupon paying agent, the tax withheld shall be refunded to the non-resident noteholder upon his application, which has to be filed with the competent Austrian tax authority within five calendar years following the date of the imposition of the capital yield tax.

Where non-residents receive income from the Notes as part of business income taxable in Austria (e.g. permanent establishment), they will be, in general, subject to the same tax treatment as resident investors.

#### *Other Taxes*

There should be no transfer tax, registration tax or similar tax payable in Austria by noteholders as a consequence of the acquisition, ownership, disposition or redemption of the Notes. The sale and purchase of Notes is not subject to Austrian stamp duty provided that no other transaction potentially taxable under the Austrian Stamp Duty Act (*Gebührengesetz*) such as a loan or credit agreement or an assignment is entered into for which a document (*Urkunde*) within the meaning of the stamp duty act is executed. The Austrian inheritance and gift tax (*Erbschafts- und Schenkungssteuer*) was abolished with effect as of 1 August 2008. However, gifts have to be notified to the tax authorities within a three-month notification period. There are certain exemptions from such notification obligation, e.g. for gifts among relatives that do not exceed an aggregate amount of EUR 50,000 per year or gifts among unrelated persons that do not exceed an aggregate amount of EUR 15,000 within five years.

#### **4. EU Savings Tax Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. The Belgian State elected to abandon the transitional withholding system and provide information in accordance with the EU Savings Directive as from 1 January 2010.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or

transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

On 15 September 2008, the European Commission issued a report to the Council of the European Union on the operation of the EU Savings Directive, which included the Commission's advice on the need for changes to the EU Savings Directive. On 13 November 2008, the European Commission published a more detailed proposal for amendments to the EU Savings Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the EU Savings Directive, they may amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisers.

## GENERAL INFORMATION

### **Listing and Admission to Trading Information**

Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange, to admit Notes to trading on the Regulated Market of the Luxembourg Stock Exchange and application may be made to admit Notes issued under the Programme on the Second (tier of the) Regulated Market ("*Geregelter Freiverkehr*") of the Vienna Stock Exchange or on any other stock exchange. The Regulated Market of the Luxembourg Stock Exchange and the Second Regulated Market ("*Geregelter Freiverkehr*") of the Vienna Stock Exchange are regulated markets for the purposes of the Markets in Financial Instruments Directive 2004/39/EEC. However, Notes may be issued pursuant to the Programme which will not be listed on any stock exchange or which will be listed on such stock exchange as the Issuer and the relevant Dealer(s) may agree.

### **Interests of Natural and Legal Persons Involved in the Issue/Offer**

Certain Dealers and their affiliates may be customers of, borrowers from or creditors of the Issuer and its affiliates. In addition, certain Dealers 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 its affiliates in the ordinary course of business.

### **Use of Proceeds and Reasons for the Offer**

Unless specified otherwise in the Final Terms, the net proceeds from each issue will be used for general funding purposes within the normal business of the Issuer and the RBI Group companies or for purposes of taking advantage of current market opportunities (arbitrage).

### **Authorisation**

The establishment of the Programme and the issuance of Notes thereunder was authorised by the Board of Management of the Issuer on 4 October 2010 and thereafter approved by the Supervisory Board of the Issuer on 11 October 2010.

### **Post Issuance Information**

In the case of Notes where payment of interest and/or principal is determined by reference to an underlying, the Issuer will not provide any post-issuance information regarding such underlying, except if required by any applicable laws and regulations.

### **Trend Information**

There has been no material adverse change in the prospects of the Issuer since 31 December 2009, the date of its last published audited financial statements.

The Issuer assumes in particular that the intragroup Reorganisation has not resulted in any material negative changes with respect to the Issuer's prospects.

### **Legal and Arbitration Proceedings**

Save as disclosed in this Prospectus, RBI is not involved in any governmental, legal or arbitration proceedings nor is RBI aware of any such proceedings pending or being threatened, the results of which have had during the previous 12 months, or which could, at present or in future, have a significant effect on the financial position or profitability of RBI or the RBI Group.

### **Significant Change in the Financial Position of the Issuer**

There has occurred no significant change in the financial position of RBI since 30 June 2010, the end of the last period for which financial statements have been published by RBI.

### **Auditor for the RZB Group and the RI Group in 2009 and 2008:**

KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, 1090 Vienna, Porzellangasse 51, a member of the Austrian chamber of auditors (Kammer der Wirtschaftstreuhänder), represented by Mag. Wilhelm Kovsca and Mag. Rainer Hassler (for 2008) or Mag. Wilhelm Kovsca and Mag. Bernhard Mechtler (for 2009).

### **Documents incorporated by reference**

The specified pages of the following documents which have been previously published or are simultaneously published with this Prospectus and which have been filed with the CSSF are incorporated by reference into and form part of this Prospectus:

#### **RAIFFEISEN BANK INTERNATIONAL AG**

<b>1. Unaudited consolidated interim financial statements for the six months ended 30 June 2010 of RI</b>	<b>Extracted from Semi-Annual Financial Report as of 30 June 2010 of RI</b>
– Statement of Comprehensive Income	– page 46 - 47
– Profit development	– page 48
– Statement of Financial Position	– page 49
– Statement of Changes in Equity	– page 50
– Statement of Cash Flows	– page 51
– Segment Reporting	– page 52 - 54
– Notes to the Financial Statements	– page 55 - 69
<b>2. Audited consolidated financial statements for the fiscal year ended 31 December 2009 of RI</b>	<b>Extracted from Annual Financial Report 2009 of RI</b>
– Statement of Comprehensive Income	– page 112 - 114
– Profit development	– page 115
– Statement of Financial Position	– page 116
– Statement of Change in Equity	– page 117
– Statement of Cash Flows	– page 118 - 119
– Segment Reporting	– page 120 - 123
– Notes to the Financial Statements	– page 124 - 175
– Auditors' Report	– page 222 - 223
<b>3. Audited consolidated financial statements for the fiscal year ended 31 December 2008 of RI</b>	<b>Extracted from Annual Financial Report 2008 of RI</b>
– Income Statement	– page 114
– Profit development	– page 115
– Balance Sheet	– page 116
– Statement of Changes in Equity	– page 117 - 118
– Cash Flow Statement	– page 119 - 120
– Segment Reporting	– page 121 - 124
– Notes to the Financial Statements	– page 125 - 175
– Auditors' Report	– page 212 - 213

## **RAIFFEISEN ZENTRALBANK ÖSTERREICH AG**

### **4. Unaudited consolidated interim financial statements for the six months ended 30 June 2010**

**Extracted from Semi-Annual Financial Report as of 30 June 2010**

– Statement of Comprehensive Income	– page 37 - 38
– Profit development	– page 39
– Statement of Financial Position	– page 40
– Statement of Changes in Equity	– page 41
– Statement of Cash Flows	– page 41
– Segment Reporting	– page 42 - 44
– Notes to the Financial Statements	– page 45 - 58

### **5. Audited consolidated financial statements for the fiscal year ended 31 December 2009**

**Extracted from Annual Report 2009**

– Income Statement	– page 118 - 120
– Profit development	– page 121
– Statement of Financial Position	– page 122
– Statement of Changes in Equity	– page 123
– Statement of Cash Flows	– page 124 - 125
– Segment Reporting	– page 126 - 131
– Notes to the Financial Statements	– page 132 - 188
– Auditors' Report	– page 243 - 244

### **6. Audited consolidated financial statements for the fiscal year ended 31 December 2008**

**Extracted from 2008 Annual Report**

– Income Statement	– page 126
– Profit development	– page 127
– Balance Sheet	– page 128
– Statement of Changes in Equity	– page 129 - 130
– Statement of Cash Flows	– page 131 - 132
– Segment Reporting	– page 133 - 139
– Notes to the Financial Statements	– page 140 - 192
– Auditors' Report	– page 238 - 239

The auditors' reports regarding the full year financial statements of RI and RZB for the fiscal years 2008 and 2009 do not contain any qualifications.

Any information not listed in the cross reference list but included in the documents incorporated by reference is given for information purpose only.



### **Documents on Display**

This Prospectus, any supplements thereto and the documents incorporated herein by reference are available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

This Prospectus, any supplements thereto and copies of any Final Terms prepared in connection with the issue and listing on a regulated market or public offer of Notes will be available in printed form at the registered office of the Issuer.

In addition, the following documents are available from the specified offices (as set out in the back of this Prospectus) of the Issuer and the Fiscal Agent on any working day during usual business hours:

- all documents set out in "General Information – Documents Incorporated by Reference" above,
- the Articles of Association of Raiffeisen Bank International AG,
- this Prospectus and any supplements thereto,
- any Final Terms and Conditions which have been prepared for an issue of Notes to be listed on the regulated market of a stock exchange located within the European Economic Area or offered in the European Economic Area in circumstances in which a prospectus is required to be published under the Prospectus Directive.

In the case of Notes listed on the official list of the Luxembourg Stock Exchange and traded on the Regulated Market "*Bourse de Luxembourg*" of the Luxembourg Stock Exchange, the Final Terms will also be displayed on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

In the case of Notes which are admitted to trading on the Vienna Stock Exchange the Final Terms, this Prospectus and any supplements thereto will also be displayed on the website of the Vienna Stock Exchange ([www.wienerborse.at](http://www.wienerborse.at)).

## NAMES AND ADDRESSES

### Issuer

Raiffeisen Bank International AG  
Am Stadtpark 9  
A-1030 Wien  
Austria

### Arranger

Deutsche Bank Aktiengesellschaft  
Grosse Gallusstrasse 10–14  
60272 Frankfurt am Main  
Germany

### Dealers

#### **Barclays Bank PLC**

5 The North Colonnade  
Canary Wharf  
London E14 4BB  
United Kingdom

#### **BNP PARIBAS**

10 Harewood Avenue  
London NW1 6AA  
United Kingdom

#### **Citigroup Global Markets Limited**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

#### **Crédit Agricole Corporate and Investment Bank**

9, Quai du Président Paul Doumer  
92920 Paris – La Défense Cedex  
France

#### **Coöperatieve Central Raiffeisen Boerenleenbank B.A. (trading as Rabobank International)**

Thames Court  
One Queenhithe  
London EC4V 3RL  
United Kingdom

#### **Credit Suisse Securities (Europe) Limited**

One Cabot Square  
London E14 4QJ  
United Kingdom

#### **Deutsche Bank Aktiengesellschaft**

Grosse Gallusstrasse 10-14  
60272 Frankfurt am Main  
Germany

#### **DZ BANK AG Deutsche Zentral -Genossenschaftsbank, Frankfurt am Main**

Platz der Republik  
60265 Frankfurt am Main  
Germany

#### **HSBC France**

103, avenue des Champs Elysees  
75008 Paris  
France

#### **J.P. Morgan Securities Ltd.**

125 London Wall  
London EC2Y 5AJ  
United Kingdom

#### **Merrill Lynch International**

2 King Edward Street  
London EC1A 1HQ  
United Kingdom

#### **Morgan Stanley & Co. International plc**

25 Cabot Square  
Canary Wharf  
London E14 4QA  
United Kingdom

#### **Raiffeisen Bank International AG**

Am Stadtpark 9  
A-1030 Vienna  
Austria

#### **UBS Limited**

1 Finsbury Avenue  
London EC2M 2PP  
United Kingdom

**Fiscal Agent**

Deutsche Bank Aktiengesellschaft  
Grosse Gallusstrasse 10–14  
60272 Frankfurt am Main  
Germany

**Listing Agent**

Deutsche Bank Luxembourg S. A.  
2, Boulevard Konrad Adenauer  
L-1115 Luxembourg  
Luxembourg

**Legal Advisors to the Issuer**

as to German law

Hengeler Mueller  
Partnerschaft von Rechtsanwälten  
Bockenheimer Landstrasse 24  
60323 Frankfurt am Main  
Germany

**Legal Advisors to the Dealers**

as to German law

Clifford Chance  
Partnerschaftsgesellschaft  
Mainzer Landstrasse 46  
60325 Frankfurt am Main  
Germany

As to Austrian law

Freshfields Bruckhaus Deringer LLP  
Seitsgasse 16  
1010 Wien  
Austria

**Auditors**

KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft  
Porzellangasse 51  
A-1090 Vienna  
Austria