

Final Terms

dated 23 September 2024

UniCredit Bank GmbH

Legal entity identifier (LEI): 2ZCNRR8UK830BTEK2170

Offer of

EUR Express Plus Worst-Of Certificate on EURO STOXX 50® (Price) Index and S&P 500® (Price Return) Index

ISIN DE000HV4Y0G0

(the "**Securities**")

relating to the

Base Prospectus for the issuance of Securities with Single Underlying and Multi Underlying (without capital protection) dated 7 August 2024

under the

Euro 50,000,000,000 Debt Issuance Programme of UniCredit Bank GmbH

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 8 para. 4 of the Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). In order to get the full information, the Final Terms are to be read together with the information contained in the Base Prospectus (including any supplement published thereto pursuant to Article 23 of the PR (the "**Supplements**") from time to time).*

*The Base Prospectus of UniCredit Bank GmbH for the issuance of Securities with Single Underlying and Multi Underlying (without capital protection) dated 7 August 2024 (the "**Base Prospectus**") comprises the Securities Note of UniCredit Bank GmbH for the issuance of Securities with Single Underlying and Multi Underlying (without capital protection) dated 7 August 2024 (the "**Securities Note**") and the Registration Document of UniCredit Bank GmbH dated 10 April 2024 (the "**Registration Document**").*

The Securities Note, the Registration Document, any Supplements and these Final Terms as well as an additional copy of the summary of the particular emission are published in accordance with Article 21 of the PR on www.onemarkets.hr (for investors in Croatia) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function). The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.

An issue specific summary is annexed to these Final Terms.

The validity of the above mentioned Base Prospectus, under which the Securities described in these Final Terms are offered, ends on 7 August 2025. From this point in time, these Final Terms are to be read together with the latest base prospectus of the Issuer for the issuance of Securities with Single Underlying and Multi Underlying (without capital protection) which follows the Base Prospectus. The latest base prospectus of the Issuer for the issuance of Securities with Single Underlying and Multi Underlying (without capital protection) will be published on www.onemarkets.hr (for investors in Croatia).

SECTION A – GENERAL INFORMATION

Product Type:

Express Securities with Multi-Underlying (with Cash Settlement) (Product Type 14) (Quanto Securities)

Interest:

The Securities do not bear interest.

Offer and Sale of the Securities:

Information on the offer:

The Securities are offered starting from the 23 September 2024 within a Subscription Period.

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

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

Information on the Subscription Period:

Subscription Period: 23 September 2024 to 16 October 2024.

Issue Date of the Securities:

Issue Date: 22 October 2024

Issue Volume of the Securities:

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

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

Potential investors, offering countries:

The Securities will be offered to qualified investors, retail investors and/or institutional investors by way of a Public Offer by financial intermediaries.

A public offer will be made in Croatia.

Delivery:

Delivery against payment

Other information regarding the offer and sale of the Securities:

The number of offered Securities may be reduced or increased by the Issuer at any time and does not allow any conclusion on the size of actually issued Securities and therefore on the liquidity of a potential secondary market.

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

Use of Proceeds and Reasons for the Offer:

The net proceeds from the issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

Issue Price of the Securities, costs:

Issue Price of the Securities, pricing:

Issue Price: EUR 1,000.00 per Security

Selling concession:

Not applicable

Other commissions, costs and expenses:

The product specific initial costs contained in the Issue Price amount to EUR 21.12.

Admission to Trading:

Admission to Trading:

Not applicable. No application for the Securities to be admitted to trading on a regulated market has been made.

Consent to the use of the Base Prospectus:

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

Offer Period:

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

Offering Countries:

General consent for the subsequent resale or final placement of Securities by the financial intermediaries is given in relation to Croatia.

Conditions of the consent:

The Issuer's consent is subject to the following conditions:

- (i) Each financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms must ensure that it observes all applicable laws and complies with the Selling Restrictions and the terms and conditions of the offer.
- (ii) The consent has not been revoked by the Issuer.

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

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

Any of the Distributors and their affiliates may be customers or borrowers of the Issuer and its affiliates. In addition, any of such Distributors or affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, or its affiliates in the ordinary course of business.

The Issuer and UniCredit S.p.A. have a conflict of interest with regard to the Securities as they belong to UniCredit Group.

UniCredit Bank GmbH is the Calculation Agent of the Securities.

UniCredit Bank GmbH is the Principal Paying Agent of the Securities.

UniCredit Bank GmbH is the arranger of the Securities.

Other than as mentioned above, so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer, including conflicting interests.

Additional information:

Not applicable

Placement and Underwriting:

Not applicable

SECTION B – CONDITIONS

PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "General Conditions")

§ 1

Form, Clearing System, Global Note, Custody, Replacement by Electronic Securities

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank GmbH (the "**Issuer**") will be issued as certificates in bearer form pursuant to these Terms and Conditions in the Specified Currency.
- (2) *Global Note:* The Securities are represented by a global note (the "**Global Note**") without interest coupons, which bears the manual or facsimile signatures of two authorised signatories of the Issuer. The Security Holders are not entitled to receive definitive Securities. The Securities as co-ownership interests in the Global Note may be transferred pursuant to the relevant regulations of the Clearing System. The right to receive interest is represented by the Global Note.
- (3) *Custody:* The Global Note will be kept in custody by Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn ("**CBF**").
- (4) *Replacement by electronic securities:* The Issuer reserves the right to replace the Securities represented by the Global Note without the consent of the Security Holders with identical Securities represented by an electronic registration of the Securities pursuant to § 6 paragraph 3 of the German Act on Electronic Securities (Gesetz über elektronische Wertpapiere, "**eWpG**"). The Issuer will give notice to the Security Holder about the intended replacement pursuant to § 6 of the General Conditions.

In such a case, the following applies:

- (a) The electronic Securities will be registered in the central register (the "**Central Register**") as central register securities (*Zentralregisterwertpapiere*) within the meaning of § 4 paragraph 2 of the German Act on Electronic Securities (Gesetz über elektronische Wertpapiere, "**eWpG**") and identified by their registered WKN and ISIN. The Securities will be represented by a collective safe custody entry (*Sammeleintragung*) in the Central Register. The Central Register will be maintained by the Registrar in its capacity as central securities depository ("**Clearing System**"). The Registrar in its capacity as central securities depository is registered as the bearer of the Securities within the meaning of §§ 3 paragraph 1, 8 paragraph 1 no. 1 eWpG (the "**Bearer**"). The Bearer holds the Securities as trustee for the benefit of the respective Security Holders, but not as beneficiary of the Securities (§ 9 paragraph 2 sentence 1 eWpG). The co-ownership interests in the Securities may be transferred pursuant to the relevant regulations of the Clearing System and applicable law.
- (b) The "**Registrar**" shall be Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn ("**CBF**") or any other registrar as notified by the Issuer in advance pursuant to § 6 of the General Conditions.
- (c) "**Securities**" shall mean the identical certificates electronically issued in bearer form as central register securities (*Zentralregisterwertpapiere*) within the meaning of § 4 paragraph 2 eWpG and represented by a collective safe custody entry (*Sammeleintragung*) in the Central Register in the name of the Clearing System.

"**Security Holder**" shall mean each holder of a co-ownership interest in the Securities pursuant to §§ 3 paragraph 2, 9 paragraph 1 eWpG, which may be transferred pursuant to the relevant regulations of the Clearing System and applicable law.

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

- (d) These Terms and Conditions shall be applied and interpreted in accordance with this paragraph (4) and the eWpG. With respect to adjustment and amendment rights of the Issuer pursuant to these Terms and Conditions, the Issuer shall be deemed to be authorised vis-à-vis the Registrar within the meaning of §§ 5 paragraph 2 no. 3, 14 paragraph 1 no. 2 lit. c) eWpG to issue instructions, in order to authorise the necessary amendments to the then deposited Terms and Conditions and to the registration particulars set-out in § 13 paragraph 1 no. 1 and 4 eWpG.

§ 2

Principal Paying Agent, Paying Agent, Calculation Agent

- (1) *Paying Agents:* The "**Principal Paying Agent**" is UniCredit Bank GmbH, Arabellastraße 12, 81925 Munich, Germany. The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is UniCredit Bank GmbH, Arabellastraße 12, 81925 Munich.
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Security Holders. The Principal Paying Agent and the Paying Agents shall be exempt from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

§ 3

Taxes

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

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

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

§ 4

Status

The obligations under the Securities constitute direct, unconditional, and unsecured obligations of the Issuer and rank, unless provided otherwise by law, at least *pari passu* with all other unsecured and unsubordinated present and future obligations of the Issuer that have the higher rank in insolvency proceedings of the Issuer as determined by § 46 f subsection (5) of the German Banking Act (so called Senior Preferred Securities).

§ 5

Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
 - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities;
 - (b) the Issuer and the New Issuer have obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities;

- (c) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution and
- (d) the Issuer guarantees proper payment of the amounts due under these Terms and Conditions.

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

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

§ 6

Notices

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

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).
- (2) In addition, the Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Security Holders. Any such notice shall be deemed to have been given to the Security Holders on the seventh Banking Day after the day on which the said notice was given to the Clearing System.

For the avoidance of doubt, any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

§ 7

Issuance of additional Securities, Repurchase

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

§ 8

Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 BGB is reduced to ten years for the Securities.

§ 9

Partial Invalidity, Corrections

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.

- (2) *Corrections of manifest errors:* The Issuer may correct manifest errors in these Terms and Conditions. The correction is made by correcting the error with the obviously correct content. Manifest errors are recognisable typing errors as well as other comparable obvious inaccuracies. The Issuer will give notice to the Security Holders about the correction pursuant to § 6 of the General Conditions.
- (3) *Incomplete or inconsistent provisions:* The Issuer is entitled to correct or amend incomplete or inconsistent provisions in these Terms and Conditions in its reasonable discretion (§ 315 et seq. BGB). Only corrections and amendments that are reasonable for the Security Holders taking into account the interests of the Issuer and that in particular do not materially impair the legal and financial situation of the Security Holders will be permitted. The Security Holders will be informed of such corrections and supplementations pursuant to § 6 of the General Conditions.
- (4) *Adherence to corrected Terms and Conditions:* If the Security Holder was aware of typing or calculation errors or similar errors in these Terms and Conditions when purchasing the Securities, the Issuer is entitled to adhere to these Terms and Conditions amended accordingly irrespective of paragraphs (2) to (3) above.

§ 10

Applicable Law, Place of Performance, Place of Jurisdiction

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany.
- (2) *Place of performance:* Place of performance is Munich.
- (3) *Place of jurisdiction:* To the extent permitted by law, all legal disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the court in Munich.

PART B - PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

§ 1

Product Data

ISIN:	DE000HV4Y0G0
WKN:	HV4Y0G
Reuters:	DEHV4Y0G=HVBG
Series Number:	PH000211
Tranche Number:	1

Issuance Data

First Trade Date:	30 August 2024
Issue Date:	22 October 2024
Calculation Amount:	EUR 1,000.00
Specified Currency:	Euro ("EUR")
Website for Notices:	www.onemarkets.hr/announcements
Website of the Issuer:	www.onemarkets.hr
Issue Volume of Series in units:	up to 10,000 Securities
Issue Volume of Tranche in units:	up to 10,000 Securities
Issue Price:	EUR 1,000.00 per Security

Specific Data

Adjustable Product Data:	K _i (initial)
Basket Component:	EURO STOXX 50 [®] (Price) Index (EUR) (1), S&P 500 [®] (Price Return) Index (2)
Reference Price:	Closing price (1), Closing price (2)
N:	2
Barrier Level:	80%
Strike Level:	100%
Maximum Amount:	EUR 1,250.00
Initial Observation Date:	17 October 2024
Final Observation Date:	17 October 2029
Expiry Date (<i>Data di Scadenza</i>):	17 October 2029
Final Payment Date:	24 October 2029

Automatic Early Redemption

Early Redemption Observation Date (k)	17 October 2025 (1), 19 October 2026 (2), 19 October 2027 (3), 19 October 2028 (4)
Early Redemption Level (k)	100% (1), 100% (2), 100% (3), 100% (4)
Early Redemption Amount (k)	EUR 1,050.00 (1), EUR 1,100.00 (2), EUR 1,150.00 (3), EUR 1,200.00 (4)

Early Payment Date (k)

24 October 2025 (1), 26 October 2026 (2), 26 October
2027 (3), 26 October 2028 (4)

§ 2

Underlying Data

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

For further information about the past and future performance of the Basket Component_i and their volatility, please refer to the respective Website as specified in the table (or any successor page).

PART C - SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

§ 1

Definitions

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

"Adjustment Event" means, with respect to a Basket Component_i, each of the following events:

- (a) an Index Replacement Event occurs;
- (b) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the respective Basket Component_i; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System and the real time gross settlement system operated by the Eurosystem (or any successor provider of that system) ("T2") are open for business.

"Barrier Event" means that the Relevant Performance (final) is lower than the Barrier Level.

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

"Basket Component_i" means the respective index as specified in § 1 of the Product and Underlying Data.

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

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

"Calculation Date" means, with respect to each Basket Component_i, each day on which the relevant Reference Price_i is published by the respective Index Sponsor_i or Index Calculation Agent_i, as the case may be.

"Call Event" means Index Call Event and Change in Law.

"Change in Law" means that due to

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

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

Whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

"Clearance System" means, with respect to a Basket Component_i, the principal domestic clearance system customarily used for settling trades with respect to the components of the respective Basket Component_i; such system shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

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

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

"Currency of the Basket Component_i" means, with respect to the Basket Component_i, the Currency of the Basket Component_i as specified in § 2 of the Product and Underlying Data.

"Determining Futures Exchange_i" means, with respect to the Basket Component_i, the futures exchange, on which respective derivatives of the respective Basket Component_i or – if derivatives on the respective Basket Component_i are not traded – its components (the "**Underlying Linked Derivatives of the respective Basket**

Component_i) are mostly liquidly traded; such futures exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

In the case of a material change in the market conditions at the Determining Futures Exchange_i, such as a final discontinuation of quotation of the Underlying Linked Derivatives of the respective Basket Component_i at the Determining Futures Exchange_i or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange_i by another futures exchange that offers adequately liquid trading in the Underlying Linked Derivatives of the respective Basket Component_i (the "**Substitute Futures Exchange**"); such futures exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). In the event of such substitution, any reference to the Determining Futures Exchange_i in these Terms and Conditions shall be deemed to refer to the Substitute Futures Exchange.

"Early Payment Date (k)" means, with respect to an Early Redemption Observation Date (k), the Early Payment Date (k) as specified in § 1 of the Product and Underlying Data.

"Early Redemption Amount (k)" means, with respect to an Early Redemption Observation Date (k), the Early Redemption Amount (k) as calculated or, respectively specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"Early Redemption Event (k)" means, with respect to an Early Redemption Observation Date (k), that the Relevant Performance (k) is equal to or higher than the Early Redemption Level (k).

"Early Redemption Level (k)" means, with respect to an Early Redemption Observation Date (k), the Early Redemption Level (k) as specified in § 1 of the Product and Underlying Data.

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

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

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

"Index Calculation Agent_i" means, with respect to the Basket Component_i, the Index Calculation Agent_i as specified in § 2 of the Product and Underlying Data.

"Index Call Event" means, with respect to a Basket Component_i, each of the following events:

- (a) an Index Replacement Event has occurred and no suitable Replacement Basket Component_i is available or can be determined; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the respective Determining Futures Exchange_i terminates the there traded Underlying Linked Derivatives of the respective Basket Component_i early.

"Index Replacement Event" means, with respect to a Basket Component_i, each of the following events:

- (a) changes in the relevant index concept or the calculation of the Basket Component_i, that result in a new relevant index concept or calculation of the Basket Component_i being no longer economically equivalent to the original relevant index concept or the original calculation of the Basket Component_i; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the calculation or publication of the Basket Component_i is indefinitely or permanently discontinued, or replaced by another index;
- (c) the calculation or publication of the Basket Component_i no longer occurs in the respective Currency of the Basket Component_i;
- (d) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Basket Component_i as basis for the calculations or, respectively, specifications of the Calculation Agent described in these Terms and Conditions; this also applies to the termination of the license to use the Basket Component_i due to an unacceptable increase in license fees.

"Index Sponsor_i" means, with respect to the Basket Component_i, the Index Sponsor_i as specified in § 2 of the Product and Underlying Data.

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

"K_i (final)" means, with respect to the Basket Component_i, the Reference Price_i on the Final Observation Date.

"K_i (k)" means, with respect to the Basket Component_i, the Reference Price_i on the respective Early Redemption Observation Date (k).

"K_i (initial)" means, with respect to the Basket Component_i, the Reference Price_i on the Initial Observation Date.

"Market Disruption Event" means, with respect to a Basket Component_i, each of the following events:

- (a) the failure of the respective Relevant Exchange_i or the respective Determining Futures Exchange_i to open for trading on a scheduled trading day during its regular trading sessions;
- (b) the suspension or restriction of trading for one or more of the components of the Basket Component_i on the respective Relevant Exchange_i or the trading of the Underlying Linked Derivatives of the respective Basket Component_i on the respective Determining Futures Exchange_i during its regular trading sessions.
- (c) the restriction on the general ability of market participants to enter into transactions in or obtain market prices for one or more of the components of the Basket Component_i on the respective Relevant Exchange_i or to enter into transactions in or obtain market prices for Underlying Linked Derivatives of the respective Basket Component_i on the respective Determining Futures Exchange_i during regular trading hours;
- (d) an early closing of trading by the respective Relevant Exchange_i or the respective Determining Futures Exchange_i prior to the scheduled closing of trading, unless such early closing is announced by the respective Relevant Exchange_i or the respective Determining Futures Exchange_i no later than one hour prior to the earlier of the following dates:
 - (i) the actual closing of trading on the respective Relevant Exchange_i or the respective Determining Futures Exchange_i on that day and
 - (ii) the actual last time possible for the placement of orders in the system of the respective Relevant Exchange_i or the respective Determining Futures Exchange_i on that day;
- (e) the suspension of, or failure, or the non-publication of the calculation of the Basket Component_i as a result of a decision by the respective Index Sponsor_i or the respective Index Calculation Agent_i;

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

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

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

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

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

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

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

"Performance of the Basket Component_i (final)" means, with respect to the Basket Component_i, the Performance of the Basket Component_i (final) as calculated by the Calculation Agent in accordance with the following formula:

$$K_i \text{ (final)} / K_i \text{ (initial)}$$

"Performance of the Basket Component_i (k)" means, with respect to the Basket Component_i, the Performance of the Basket Component_i on the respective Observation Date (k) as calculated by the Calculation Agent in accordance with the following formula:

$$K_i \text{ (k)} / K_i \text{ (initial)}$$

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

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

"Reference Price_i" means, with respect to the Basket Component_i, the Reference Price_i as specified in § 1 of the Product and Underlying Data.

"Registered Benchmark Administrator_i" means, with respect to the Basket Component_i, that the Basket Component_i is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the **"Benchmark-Regulation"**) as specified in § 2 of the Product and Underlying Data.

"Relevant Exchange_i" means, with respect to the Basket Component_i, the exchange, on which the components of the Basket Component_i are traded; such exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) in accordance with their liquidity.

In the case of a material change in the market conditions at the respective Relevant Exchange_i, such as a final discontinuation of the quotation of the components of the Basket Component_i at the respective Relevant Exchange_i and the quotation at a different stock exchange or a considerably restricted liquidity, the Relevant Exchange_i shall be substituted as the respective Relevant Exchange_i by another exchange that offers satisfactorily liquid trading in the components of the Basket Component_i (the **"Replacement Exchange"**); such exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). In the event of such substitution, any reference to the respective Relevant Exchange_i in these Terms and Conditions shall be deemed to refer to the Replacement Exchange.

"Relevant Performance (final)" means the Worst Performance (final).

"Relevant Performance (k)" means, with respect to an Early Redemption Observation Date (k), the Worst Performance (k).

"Security Holder" means the holder of a Security.

"Settlement Cycle" means, with respect to a Basket Component_i, the period of Clearance System Business Days following a transaction on the Relevant Exchange_i in the securities that form the basis of the respective Basket Component_i during which period settlement will customarily take place according to the rules of such Relevant Exchange.

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

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

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

"Underlying" means a Basket consisting of the Basket Components_i.

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

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

"Worst Performance (final)" means, with respect to all Basket Components_i and the Final Observation Date, the Worst Performance (final) as calculated by the Calculation Agent as follows:

Worst Performance (final) = min (Performance of the Basket Component_i (final)) (with i = 1,...N)

"Worst Performance (k)" means, with respect to all Basket Components_i and an Early Redemption Observation Date (k), the Worst Performance (k) as calculated by the Calculation Agent as follows:

Worst Performance (k) = min (Performance of the Basket Component_i (k)) (with i = 1,...N)

§ 2

Interest

Interest: The Securities do not bear interest.

§ 3

Redemption, Automatic Early Redemption

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

§ 4

Redemption Amount, Early Redemption Amount

- (1) *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency which will be determined by the Calculation Agent as follows:
- If no Barrier Event has occurred, the Redemption Amount will be determined as follows:
The Redemption Amount corresponds to the Maximum Amount.
 - If a Barrier Event has occurred, the Redemption Amount will be determined as follows:
Redemption Amount = Calculation Amount x Relevant Performance (final) / Strike Level
However, the Redemption Amount will not be higher than the Calculation Amount.
- (2) *Early Redemption Amount (k):* The Early Redemption Amount (k) for an Early Payment Date (k) is specified in § 1 of the Product and Underlying Data.

§ 5

Issuer's Extraordinary Call Right

Issuer's extraordinary call right: Upon the occurrence of a Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. Such call shall become effective at the time indicated in the notice. The application of §§ 313, 314 BGB remains reserved.

The "**Cancellation Amount**" shall be the fair market value of the Securities as of the first Banking Day before the extraordinary call becomes effective, determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) under then prevailing circumstances.

The determination of the fair market value is based on the economic equivalent of the Issuer's payment obligations to the Security Holders consistent with the provisions for the redemption profile, interest or other additional amounts of the Securities that would otherwise be due after the day on which the extraordinary call becomes effective and which is adjusted for taking into consideration the following parameters as of the first Banking Day before the extraordinary call becomes effective: the price of the Basket Components, the remaining time to maturity, the estimated volatility, the expected dividends (if applicable), the current market interest rate as well as the interest spread associated with the credit default risk of the Issuer and any other relevant market parameter that can influence the value of the Securities.

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

§ 6

Payments

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.
- (2) *Business day convention:* If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.

- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

§ 7

Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.
- Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.
- (2) *Discretionary valuation:* Should the Market Disruption Event continue for more than 8 consecutive Banking Days, the Calculation Agent shall determine in its reasonable discretion (§ 315 et seq. BGB) the respective Reference Price_i required for the calculations or, respectively, specifications described in these Terms and Conditions. Such Reference Price_i shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Milan local time) on this 9th Banking Day, taking into account the financial position of the Security Holders.

If within these 8 Banking Days traded Underlying Linked Derivatives of the respective Basket Component_i expire and are settled on the respective Determining Futures Exchange_i, the settlement price established by the respective Determining Futures Exchange_i for the there traded Underlying Linked Derivatives of the respective Basket Component_i will be taken into account in order to conduct the calculations or, respectively, specifications described in these Terms and Conditions. In that case, the expiration date for those Underlying Linked Derivatives of the respective Basket Component_i is the respective Observation Date.

§ 8

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

- (1) *Adjustments:* If, with respect to a Basket Component_i, an Adjustment Event occurs the Calculation Agent is authorised to adjust these Terms and Conditions (the "**Adjustment**"); whether an Adjustment is to be made shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

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

The Calculation Agent determines all Adjustments according to this § 8 in its reasonable discretion (§ 315 et seq. BGB), taking into account the Adjustment Goal. It will only make an Adjustment if such Adjustment is reasonable for the Security Holders as well as for the Issuer; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

- (2) *Type of Adjustment:* In the context of an Adjustment the Calculation Agent may undertake in particular the following measure in accordance with paragraph (1) above:

Replacement of the Basket Component: In the case of an Index Replacement Event, the Calculation Agent may replace the respective Basket Component_i with a Replacement Basket Component and if necessary redefine the Adjustable Product Data. As a "**Replacement Basket Component**" another index can be considered which is comparable to the original index with respect to the represented constituents, the consideration of returns and distributions of the constituents included in the index (e.g. dividends) and, if applicable, fees and costs included in the index. If the Calculation Agent designates a Replacement Basket Component, from the Adjustment Date on (as defined in paragraph (5) below, every reference to respective Basket Component_i in these Terms and Conditions shall be a reference to the Replacement Basket Component, unless the context requires otherwise.

- (3) *New Index Sponsor and New Index Calculation Agent:* If a Basket Component_i is no longer determined by the respective Index Sponsor_i but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in these Terms and Conditions shall occur on the basis of the respective Basket Component_i as determined by the New Index Sponsor. In this case, any reference to the replaced Index Sponsor_i in these Terms and Conditions shall be deemed to refer to the New Index Sponsor.
- If the respective Basket Component_i is no longer calculated by the Index Calculation Agent_i but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in these Terms and Conditions shall occur on the basis of the respective Basket Component_i as calculated by the New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent_i in these Terms and Conditions shall be deemed to refer to the New Index Calculation Agent.
- (4) *Replacement Specification:* If a published price of a Basket Component_i as required pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") will be published by the respective Index Sponsor_i or Index Calculation Agent_i, as the case may be, after the original publication, but still within one Settlement Cycle_i, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").
- (5) *Notifications:* All Adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the Security Holders according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.
- (6) *Legal Provisions:* The application of §§ 313, 314 BGB remains reserved.

Summary

Section 1 – Introduction containing warnings

This Summary should be read as an introduction to the Base Prospectus.

Any decision to invest in the Securities should be based on consideration of the Base Prospectus as a whole by the investor.

Investors could lose all or part of the invested capital.

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

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

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

Securities: EUR Express Plus Worst-Of Certificate on EURO STOXX 50® (Price) Index and S&P 500® (Price Return) Index (ISIN DE000HV4Y0G0)

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

Competent authority: Commission de Surveillance du Secteur Financier ("CSSF"), 283, route d'Arlon L-1150 Luxembourg. Phone number: (+352) 26 25 1 - 1.

Date of approval of the Base Prospectus: Base prospectus of UniCredit Bank GmbH for the issuance of Securities with Single Underlying and Multi Underlying (without capital protection) approved by the CSSF on 7 August 2024, as supplemented from time to time, and the registration document of UniCredit Bank GmbH approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) on 10 April 2024, as supplemented from time to time, which together constitute a base prospectus (the "Base Prospectus") consisting of separate documents within the meaning of Article 8 (6) of Regulation (EU) 2017/1129, as amended from time to time (the "Prospectus Regulation").

Section 2 – Key information on the Issuer

Who is the Issuer of the Securities?

UniCredit Bank GmbH is the legal name. HypoVereinsbank is the commercial name of the Issuer. HVB has its registered office at Arabellastr. 12, 81925 Munich, was incorporated in Germany and is registered with the Commercial Register at the Local Court (*Amtsgericht*) in Munich under number HRB 289472, incorporated as a private limited company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany. The LEI is 2ZCNRR8UK830BTEK2170.

Principal Activities

HVB offers a comprehensive range of banking and financial products and services to retail and corporate customers, public-sector entities and internationally operating companies as well as institutional customers.

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

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

Major Shareholders

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

Executive Board

The Executive Board (*Geschäftsführung*) consists of eight members: René Babinsky (Head of Private Clients), Artur Gruca (Chief Digital & Operating Officer (CDOO)), Marion Höllinger (Spokeswoman of the Executive Board), Marco Iannaccone (Head of Client Solutions), Jan Kupfer (Head of Corporates), Georgiana Lazar (Head of People & Culture), Pierpaolo Montana (Chief Risk Officer (CRO)) and Ljubisa Tesić (Chief Financial Officer (CFO)).

Statutory Auditors

KPMG, the independent auditors of HVB for the financial year 2022 have audited the consolidated financial statements of HVB Group and the unconsolidated financial statements of HVB as of and for the year ended 31 December 2022 and have issued an unqualified audit opinion thereon.

KPMG, the independent auditors of HVB for the financial year 2023 have audited the consolidated financial statements of HVB Group and the unconsolidated financial statements of HVB as of and for the year ended 31 December 2023 and have issued an unqualified audit opinion thereon.

What is the key financial information regarding the Issuer?

The following key financial information of the Issuer is based on the audited consolidated financial statements of the Issuer as of and for the year ended 31 December 2023.

Consolidated income statement

	1/1/2023 – 31/12/2023	1/1/2022 – 31/12/2022
Net interest income	€ 2,739 m	€ 2,626 m
Net fees and commissions	€ 1,165 m	€ 1,120 m
Net write-downs of loans and provisions for guarantees and commitments	€ -167 m	€ - 299 m
Net trading income	€ 1,564 m	€ 932 m*
Net gains/(losses) on financial assets and liabilities at fair value	€ -117	€ 149
Operating profit	€ 2,413 m	€ 1,839 m
Profit after tax	€ 1,735 m	€ 1,301 m
Earnings per share	€ 2.16	€ 1.62

*Adjustment of prior-year period due to reclassification between income statement items "Net trading income" and "Net gains/(losses) on financial assets and liabilities at fair value".

Balance sheet

	31/12/2023	31/12/2022
Total assets	€ 283,292 m	€ 318,006 m
Senior debt ¹	€ 33,394 m*	€ 30,260 m*
Subordinated debt ²	€ 2,810 m	€ 2,808 m
Loans and receivables with customers (at cost)	€ 154,477 m	€ 154,875 m ⁴
Deposits from customers	€ 139,557 m	€ 147,422 m ⁴
Total equity	€ 19,940 m	€ 19,739 m
Common Equity Tier 1 capital (CET1) ratio	22.7 %	19.6 %
Total Capital Ratio	27.1 %	23.4 %
Leverage Ratio calculated under applicable regulatory framework ³	5.7 %	5.4 %

¹ Balance sheet item "Debt securities in issue" minus subordinated debt (31/12/2023: Debt securities in issue total € 34,274m minus subordinated capital € 880 m; 31/12/2022: Debt securities in issue total € 31,140 m minus subordinated capital € 880 m)

² In 2022 the subordinated capital comprised of the balance sheet items "Deposits from banks", "Debt securities in issue" and "Shareholders' Equity" and in 2023 subordinated capital comprised of the balance sheet items "Deposits from banks", "Debt securities in issue" and "Shareholders' Equity".

³ Ratio of core capital to the sum total of the exposure values of all assets and off-balance-sheets items.

⁴ Prior-year figures adjusted due to reclassification of Wealth Management Capital Holding GmbH. For further details on the adjustment of the previous year's figures, see Note "3 Consistency" in the 2023 Annual Report.

* The items marked with "*" are not audited.

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

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

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

General risks related to the Issuer's business operations: Risks from inadequate or failed internal processes, people and systems or from external events, risks caused by adverse reactions of stakeholders due to their altered perception of the bank, risks from unexpected adverse changes in the future earnings of the bank as well as risks from concentrations of risk and/or earnings positions could result in financial losses, a downgrade of HVB's rating and an increase in the business risk of the HVB Group.

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

Strategic and macroeconomic risk: Risks resulting from management either not recognising early enough or not correctly assessing significant developments or trends in the bank's environment and risks arising from negative economic developments in Germany and on the international financial and capital markets could have a negative effect on the assets, liabilities, financial position and profit or loss of HVB Group. In particular, the geopolitical tensions, rising protectionism, less dynamic growth in China and a slowdown in the German real estate market could lead to a more severe slowdown in the German economy. In addition, if any of the aforementioned risks materialises, turbulence could occur on financial and capital markets.

Section 3 – Key information on the Securities

What are the main features of the Securities?

Product Type, Underlying and form of the Securities

Product Type: Express Securities with Multi-Underlying (with Cash Settlement) (Quanto Securities)

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

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

The Securities are issued as bearer bonds within the meaning of § 793 German Civil Code (*Bürgerliches Gesetzbuch*). The Securities will be represented by a global note and are freely transferable. The international securities identification number (ISIN) of the Securities is set out in Section 1.

Issuance and Term

The Securities will be issued on 22 October 2024 in Euro (EUR) (the "**Specified Currency**") as up to 10,000 Certificates. The Securities have a defined term.

General

The value of the Securities during their term depends mainly on the price of the Basket Component_i with the worst (lowest) performance. In general, if the price of the Basket Component_i with the worst performance rises, the value of the Securities rises. In general, if the price of the Basket Component_i with the worst performance falls, the value of the Securities falls.

Interest

The Securities do not bear interest.

Redemption

Automatic Early Redemption

Provided that no Call Event has occurred, the Securities allow for an automatic early redemption at the respective Early Redemption Amount (k) on the respective Early Payment Date (k), if an Early Redemption Event (k) has occurred.

An Early Redemption Event (k) occurs, if the Worst Performance (k) on an Early Redemption Observation Date (k) is equal to or greater than the Early Redemption Level (k).

Worst Performance (k) means with respect to the respective Early Redemption Observation Date (k), the performance of the Basket Component_i with the worst (lowest) performance. With respect to the respective Early Redemption Observation Date (k), the performance of each Basket Component_i is calculated by the Calculation Agent as $K_i(k)$ divided by $K_i(\text{initial})$.

$K_i(k)$ means the Reference Price_i of the Basket Component_i on the relevant Early Redemption Observation Date (k).

Early Redemption Observation Date (k):	17 October 2025 (1), 19 October 2026 (2), 19 October 2027 (3), 19 October 2028 (4)
Early Redemption Level (k):	100% (1), 100% (2), 100% (3), 100% (4)
Early Redemption Amount (k):	EUR 1,050.00 (1), EUR 1,100.00 (2), EUR 1,150.00 (3), EUR 1,200.00 (4)
Early Payment Date (k):	24 October 2025 (1), 26 October 2026 (2), 26 October 2027 (3), 26 October 2028 (4)

Redemption as at the Final Payment Date

Provided that no Call Event and no Early Redemption Event (k) has occurred, the Securities will be redeemed on the Final Payment Date by payment of the Redemption Amount as follows:

- If no Barrier Event has occurred, the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred, the Redemption Amount corresponds to the Calculation Amount multiplied by the Worst Performance (final) and divided by the Strike Level. The Redemption Amount will not be greater than the Calculation Amount.

Worst Performance (final) means with respect to the Final Observation Date, the performance of the Basket Component_i with the worst (lowest) performance. With respect to the Final Observation Date, the performance of each Basket Component_i is calculated by the Calculation Agent as $K_i(\text{final})$ divided by $K_i(\text{initial})$.

Additional definitions and product terms

A Barrier Event occurs if the Worst Performance (final) is lower than the Barrier Level on the Final Observation Date.

$K_i(\text{final})$ means the Reference Price_i of the Basket Component_i on the Final Observation Date.

$K_i(\text{initial})$ means the Reference Price_i of the Basket Component_i on the Initial Observation Date.

Barrier Level:	80%
Calculation Amount:	EUR 1,000.00
Final Observation Date:	17 October 2029
Final Payment Date:	24 October 2029
Initial Observation Date:	17 October 2024
Maximum Amount:	EUR 1,250.00
Strike Level:	100%

Extraordinary termination right: Upon the occurrence of one or more call events (for example, the calculation of a Basket Component is permanently discontinued and no suitable Replacement Basket Component is available) (the "**Call Event**"), the Issuer may call the Securities extraordinarily and redeem the Securities at their Cancellation Amount. The "**Cancellation Amount**" is their fair market value.

Adjustments to the Terms and Conditions: The Calculation Agent may adjust the Terms and Conditions of the Securities if an adjustment event (for example, a certain change to the relevant index concept of a Basket Component) (the "**Adjustment Event**") occurs.

Status of the Securities: The Securities constitute direct, unconditional and unsecured obligations of the Issuer. The Securities rank *pari passu* with all other unsecured and unsubordinated present and future obligations of the Issuer. Exception: obligations which have a preference or subordination under the law.

Where will the Securities be traded?

Admission to trading: No application for the Securities to be admitted to trading on a regulated market has been made.

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

Credit risk of the Issuer and risks in relation to resolution measures in relation to the Issuer: The Securities constitute unsecured obligations of the Issuer vis-a-vis the Security Holders. Any person who purchases the Securities therefore relies on the creditworthiness of the Issuer and has, in relation to his/her position under the Securities, no rights or claims against any other person. Security Holders are subject to the risk of a partial or total failure of the Issuer to fulfil obligations which the Issuer is liable to perform under the Securities in whole or in part, for example, in the event of the Issuer's insolvency. The worse the creditworthiness of the Issuer is the higher is the risk of a loss. In the case of realization of the credit risk of the Issuer the Security Holder may sustain a total loss of his/her capital, even if the Securities provide for a Minimum Amount at their maturity. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail. The obligations of the Issuer under the Securities are not secured, guaranteed by third parties or protected by any deposit protection or compensation scheme.

Risks related to market value-influencing factors: The market value of the Securities will be affected by a number of factors. These are inter alia the creditworthiness of the Issuer, the relevant prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability and, if applicable, the remaining term of the Securities as well as additional Basket Component-related market value-influencing factors. The market value of the Securities as well as the amounts distributable under the Securities primarily depend on the price of the Basket Components.

Risks related to the Redemption Amount: The Redemption Amount may be less than the Issue Price or the purchase price or even be zero. This means, the Security Holder only achieves a return if the Redemption Amount exceeds the individual purchase price of the Security Holder. A participation in a favourable performance of the Basket Components beyond the Maximum Amount is excluded. **A total loss is possible.**

Risks related to a Barrier Event: If a Barrier Event occurs, a more advantageous pay-out formula will be disappplied. In any case the Security Holder may lose his invested capital in total or in part.

Risks arising from missing ongoing payments: The Securities, do not bear interest or grant any other conditional or unconditional rights for ongoing payments which could compensate possible losses of principal.

Risks related to an Automatic Early Redemption: If an Early Redemption Event occurs, the Security Holder will neither participate in any future favourable performance of the Basket Components nor be entitled to further payments under the Securities after an early redemption. In addition, the

Security Holders are exposed to the risk that they may only reinvest the principal received due to an early repayment of the Securities to less favourable conditions.

Risks related to the Worst-of Element: Any amounts to be distributed under the Securities, are determined by reference to the price or the performance of the Basket Component with the Worst Performance only. Thus, the Security Holder faces the risk of losses due to the performance of the Basket Component with the Worst Performance, even if some or all other Basket Components perform more favourably.

Risks related to indices: The performance of Securities linked to indices depends on the performance of the respective index. Changes in the price of the components of the index and changes to the composition of the index or other factors may have an adverse effect on the performance of the index. There is a risk that the index may not be used as reference value of the Securities from a certain point in time. In such event, the Securities could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted.

Risks related to potential conflicts of interests: Conflicts of interest in relation to the relevant Issuer or the persons entrusted with the offer may arise, which may result in a decision to the Security Holder's disadvantage.

Liquidity risk: There is a risk that the Securities may not be widely distributed and no active trading market may exist and may develop for the Securities. The Issuer may, but is not obliged to, purchase Securities at any time and at any price in the open market, by tender offer or private agreement. Any Securities purchased in this way by the Issuer may be held, resold or cancelled. A repurchase of Securities by the Issuer may adversely affect the liquidity of the Securities. The Issuer cannot therefore assure that a Security Holder will be able to sell his Securities at an adequate price prior to their redemption.

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

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

Offering Country:	Croatia	Subscription Period (general):	from 23 September 2024 to 16 October 2024
Issue Price:	EUR 1,000.00 per Security	Issue Date:	22 October 2024
Potential Investors:	Qualified investors, retail investors and/or institutional investors	Smallest transferable unit:	1 Security
Smallest tradeable unit:	1 Security		

After the end date of the Subscription Period, the Securities will be continuously offered for sale. The public offer may be terminated or withdrawn by the Issuer at any time without giving any reason.

Commissions charged by the Issuer: The product specific initial costs contained in the Issue Price amount to EUR 21.12. Other commissions, costs and expenses, which are charged by a third party, shall be separately disclosed by the third party.

Why is this Prospectus being produced?

Use of proceeds: The net proceeds from each issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

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

Material conflicts of interest with regard to the offer: The Issuer may enter into further transactions and business relationships which may adversely affect the Securities. In addition, the Issuer may have non-public information about the Basket Components. There is no obligation to disclose this information to the Security Holders. UniCredit Bank GmbH is the Calculation Agent of the Securities; UniCredit Bank GmbH is the Principal Paying Agent of the Securities; UniCredit Bank GmbH is the arranger of the Securities.

Sažetak

Odjeljak 1 – Uvod s upozorenjima

Ovaj Sažetak treba čitati kao uvod u Osnovni Prospekt.

Ulagatelji svaku odluku o ulaganju u predmetne Vrijednosne papire trebaju temeljiti na razmatranju Osnovnog Prospekta kao cjeline.

Ulagatelji mogu u cijelosti ili djelomično izgubiti svoj uloženi kapital.

Ako se sudu podnese tužba koja se odnosi na informaciju sadržanu u Osnovnom Prospektu, tužitelj ulagatelj može biti obvezan, prema nacionalnom pravu, snositi troškove prijevoda Osnovnog Prospekta (uključujući sve dodatke kao i Konačne Uvjete) prije nego što započne sudski postupak.

Građanskopravnoj odgovornosti podliježu samo osobe koje su sastavile Sažetak, uključujući njegov prijevod, ali samo ako Sažetak dovodi u zabludu, ako je netočan ili nedosljedan, kada ga se čita zajedno s drugim dijelovima Osnovnog Prospekta, ili ne pruža, kad ga se čita zajedno s drugim dijelovima Osnovnog Prospekta, ključne informacije kako bi se ulagateljima pomoglo pri razmatranju ulaganja u Vrijednosne Papire.

Spremate se kupiti proizvod koji nije jednostavan i koji je možda teško razumjeti.

Vrijednosni papiri: EUR Express Plus Worst-Of Certificate on EURO STOXX 50® (Price) Index and S&P 500® (Price Return) Index (ISIN DE000HV4Y0G0)

Izdavatelj: UniCredit Bank GmbH ("Izdavatelj" ili "HVB" te HVB, zajedno sa svojim konsolidiranim ovisnim društvima, "HVB Grupa"), Arabellastr. 12, 81925 München, Njemačka. Tel. br.: +49 89 378 17466 – Web stranica: www.hypovereinsbank.de.. Identifikator pravne osobe (LEI) Izdavatelja je: 2ZCNR8UK83OBTEK2170.

Nadležno tijelo: Commission de Surveillance du Secteur Financier ("CSSF"), 283, route d'Arlon L-1150 Luksemburg. Tel. br.: (+352) 26 25 1 – 1.

Datum odobrenja Osnovnog Prospekta: Osnovni prospekt UniCredit Bank GmbH za Vrijednosne papire s Jedinim Temeljnim instrumentom ili Više Temeljnih instrumenata (bez zaštite kapitala) odobren od strane CSSF-a na dan 7. kolovoza 2024., kako je mijenjan s vremena na vrijeme, te registracijski dokument UniCredit Bank GmbH odobren od strane Njemačke Savezne agencije za nadzor financijskih usluga (*Bundesanstalt für Finanzdienstleistungsaufsicht*) na dan 10. travnja 2024., kako je mijenjan s vremena na vrijeme, koji zajedno čine osnovni prospekt ("Osnovni Prospekt"), a koji se sastoji od zasebnih dokumenata u smislu članka 8. stavka 6. Uredbe (EU) 2017/1129, kako je mijenjana s mijenja s vremena na vrijeme ("Uredba o prospektu").

Odjeljak 2 – Ključne informacije o izdavatelju

Tko je izdavatelj vrijednosnih papira?

UniCredit Bank GmbH pravni je naziv. HypoVereinsbank je komercijalno ime/tvrtka Izdavatelja. HVB ima sjedište u Arabellastr. 12, 81925 München, osnovano je u Njemačkoj i registrirano je pri Trgovačkom registru pri Mjesnom sudu (*Amtsgericht*) Münchena pod brojem HRB 289472, registrirano kao društvo s ograničenom odgovornošću (*Gesellschaft mit beschränkter Haftung*) prema zakonima Savezne Republike Njemačke. LEI je 2ZCNR8UK83OBTEK2170.

Glavne djelatnosti

HVB pruža široku paletu bankarskih i financijskih proizvoda i usluga maloprodajnim i korporativnim klijentima, tijelima javnog sektora i društvima koja posluju na međunarodnoj razini, kao i institucionalnim klijentima.

Raspon proizvoda i usluga proteže se od hipotekarnih zajmova, potrošačkih zajmova, štedno-kreditnih i osiguravajućih proizvoda te bankarskih usluga za privatne klijente do poslovnih zajmova i vanjskotrgovinskih financiranja i proizvoda investicijskog bankarstva za pravne osobe.

HVB pruža sveobuhvatno financijsko planiranje i upravljanje imovinom u segmentima kupaca visokog značaja.

Glavni Dioničari

UniCredit S.p.A. neposredno drži 100% temeljnog kapitala HVB-a.

Upravni odbor

Uprava odbor (*Geschäftsführung*) se sastoji od osam članova: René Babinsky (Voditelj Privatnih klijenata) Artur Gruca (Glavni direktor za digitalne sadržaje i operativno poslovanje (CDOO)), Marion Höllinger (Glasnogovornica Upravnog odbora), Marco Iannaccone (Voditelj rješenja za klijente), Jan Kupfer (Voditelj Korporativnih klijenata), Georgiana Lazar (Voditeljica Ljudskih resursa i kulture), Pierpaolo Montana (Glavni direktor Rizika (CRO)) i Ljubisa Tesić (Glavni direktor za financije (CFO)).

Ovlašteni revizori

KPMG, neovisni revizori HVB-a za financijsku godinu 2022. revidirali su konsolidirane financijske izvještaje HVB Grupe i nekonsolidirane financijske izvještaje HVB-a od i za godinu koja je završila 31. prosinca 2022. te su izdali bezuvjetno mišljenje revizora u odnosu na iste.

KPMG, neovisni revizori HVB-a za financijsku godinu 2023. revidirali su konsolidirane financijske izvještaje HVB Grupe i nekonsolidirane financijske izvještaje HVB-a od i za godinu koja je završila 31. prosinca 2023. te su izdali bezuvjetno mišljenje revizora u odnosu na iste.

Koje su ključne financijske informacije u pogledu izdavatelja?

Sljedeće ključne financijske informacije o Izdavatelju temelje se na revidiranim konsolidiranim financijskim izvještajima Izdavatelja za godinu koja je završila 31. prosinca 2023.

Konsolidirani račun dobiti i gubitka

	1/1/2023 – 31/12/2023	1/1/2022 – 31/12/2022
Neto prihod od kamata	€ 2.739 m	€ 2.626 m
Neto naknade i provizije	€ 1.165 m	€ 1.120 m
Neto otpisi kredita i rezerviranja za jamstva i obveze	€ -167 m	€ -299 m
Neto prihod od trgovanja	€ 1.564 m	€ 932 m*
Neto dobiti/(gubici) na financijskoj imovini i obvezama po fer vrijednosti	€ -117	€ 149
Operativna dobit	€ 2.413 m	€ 1.839 m
Dobit poslije oporezivanja	€ 1.735 m	€ 1.301 m
Zarada po dionici	€ 2,16	€ 1,62

*Prilagodba za prethodno razdoblje zbog reklasifikacije između stavki računa dobiti i gubitka "Neto prihod od trgovanja" i "Neto dobiti/(gubici) na financijskoj imovini i obvezama po fer vrijednosti".

Bilanca

	31/12/2023	31/12/2022
Ukupna imovina	€ 283.292 m	€ 318.006 m
Nadređeni dug ¹	€ 33.394 m*	€ 30.260 m*
Podređeni dug ²	€ 2.810 m	€ 2.808 m
Kredit i potraživanja kod kupaca (po trošku)	€ 154.477 m	€ 154.875 m ⁴
Depoziti kupaca	€ 139.557 m	€ 147.422 m ⁴
Ukupni kapital	€ 19.940 m	€ 19.739 m
Stopa redovnog osnovnog kapitala	22,7 %	19,6 %
Stopa ukupnog kapitala	27,1 %	23,4 %
Omjer financijske poluge izračunat prema primjenjivom regulatornom okviru ³	5,7 %	5,4 %

¹ Stavka bilance "Dužnički vrijednosni papiri u emisiji" umanjeni za podređeni dug (31.12.2023.: Dužnički vrijednosni papiri u emisiji ukupno € 34.274 m umanjeno za podređeni kapital € 880 m; 31.12.2022.: Dužnički vrijednosni papiri u emisiji ukupno € 31.140 m umanjeno za podređeni kapital € 880 m)

² Podređeni kapital u 2022. sastojao se od bilančnih stavki "Depoziti banaka", "Dužnički vrijednosni papiri u emisiji" i "Vlasnički kapital", a u 2023. podređeni kapital sastojao se od bilančnih stavki "Depoziti banaka", "Dužnički vrijednosni papiri u emisiji" i "Vlasnički kapital".

³ Omjer temeljnog kapitala i ukupnog zbroja vrijednosti izloženosti sve imovine i izvanbilančnih stavki.

⁴ Podaci za prethodnu godinu prilagođeni su zbog reklasifikacije tvrtke Wealth Management Capital Holding GmbH. Za više detalja o prilagodbi podataka za prethodnu godinu, pogledajte Napomenu "3 Usklađivanje" (Note "3 Consistency") u Godišnjem izvješću za 2023.

* Stavke označene s "*" nisu revidirane.

Koji su ključni rizici specifični za izdavatelja?

Rizici povezani s financijskim položajem Izdavatelja: Rizik da HVB Grupa neće moći ispuniti svoje obveze plaćanja na vrijeme ili u cijelosti ili neće postići dovoljnu likvidnost kada je to potrebno, kao i da će likvidnost jedino biti dostupna po višim kamatnim stopama, te rizik da će banka jedino moći unovčiti imovinu na tržištu po diskontnoj stopi što bi moglo stvoriti probleme s likvidnošću za HVB Grupu, a što bi moglo rezultirati ograničenom sposobnošću financiranja njezinih aktivnosti i ispunjavanja minimalnih zahtjeva za likvidnošću.

Rizici povezani sa specifičnim poslovnim aktivnostima Izdavatelja: Rizici koji proizlaze iz uobičajenih poslovnih aktivnosti HVB Grupe, koji uključuju kreditni rizik u poslovima kreditiranja, tržišni rizik u poslu trgovanja kao i rizike iz drugih poslovnih aktivnosti poput aktivnosti nekretninskog poslovanja HVB Grupe mogle bi imati negativan utjecaj na poslovne rezultate HVB Grupe, njezinu imovinu i njezinu financijsku situaciju.

Opći rizici povezani s poslovnim aktivnostima Izdavatelja: Rizici zbog neprimjerenih ili neuspjelih internih procesa, ljudi i sustava, ili zbog vanjskih događaja, rizici uzrokovani neželjenim reakcijama imatelja vlasničkih udjela zbog njihove promijenjene percepcije banke, rizici od neočekivanih nepovoljnih promjena u budućim prihodima banke, kao i rizici od koncentracije rizika i / ili prihoda mogu rezultirati financijskim gubicima, smanjenjem rejtinga HVB-a i povećanjem poslovnog rizika HVB Grupe.

Pravni i regulatorni rizik: Promjene regulatornog i zakonodavnog okruženja HVB-a mogle bi rezultirati većim kapitalnim troškovima i rastom troškova za provedbu regulatornih zahtjeva. Slučajevi nepoštivanja regulatornih zahtjeva, (poreznih) zakona, propisa, zakonskih odredbi, sporazuma, obvezujuće prakse i etičkih standarda, mogli bi negativno utjecati na percepciju javnosti o HVB Grupi, kao i na njezinu zaradu i financijsku situaciju.

Strateški i makroekonomski rizik: Rizici koji proizlaze iz toga što menadžment ne prepoznaje dovoljno rano ili nije pravilno procijenio značajna kretanja ili trendove u okruženju banke i rizici koji proizlaze iz negativnih ekonomskih kretanja u Njemačkoj i na međunarodnim financijskim tržištima i tržištima kapitala mogli bi imati negativan učinak na imovinu, obveze, financijski položaj te dobit ili gubitak HVB Grupe. Konkretno, geopolitičke napetosti, povećanje protekcionizma, manje dinamičan rast u Kini i usporavanje njemačkog tržišta nekretnina mogle bi dovesti do ozbiljnijeg usporavanja njemačkog gospodarstva. Osim toga, ako se ostvari bilo koji od gore navedenih rizika, moglo bi doći do turbulencija na financijskim tržištima i tržištima kapitala.

Odjeljak 3 – Ključne informacije o vrijednosnim papirima

Koja su glavna obilježja vrijednosnih papira?

Vrsta Proizvoda, Temeljni instrument i oblik Vrijednosnih papira

Vrsta Proizvoda: Express Vrijednosni papiri s Više Temeljnih instrumenata (s Gotovinskom namirom) (Quanto vrijednosni papiri (*Quanto Securities*))

Temeljni instrument: Temeljni instrument je košarica koja se sastoji od sljedećih indeksa kao Komponenta košarice:

i	Komponente košarice:	Referentna cijena:
1	EURO STOXX 50® (Price) Index (EUR) (ISIN EU0009658145)	Zaključna cijena
2	S&P 500® (Price Return) Index (ISIN US78378X1072)	Zaključna cijena

Vrijednosni papiri su izdani kao vrijednosni papiri na donositelja u smislu § 793 njemačkog Građanskog zakonika (*Bürgerliches Gesetzbuch*). Vrijednosni papiri bit će predstavljeni globalnom obveznicom i slobodno su prenosive. Međunarodni identifikacijski broj (ISIN) Vrijednosnih papira naznačen je u Odjeljku 1.

Izdavanje i rok

Vrijednosni papiri bit će izdani na dan 22.10.2024. u eurima (EUR) ("Utvrđena valuta") kao do 10.000 Potvrda. Vrijednosni papiri imaju definiran rok.

Općenito

Vrijednost Vrijednosnih papira tijekom razdoblja njihovog trajanja ovisi uglavnom o cijeni Komponente košarice; s najgorim (najnižim) uspjehom. Načelno, vrijednost Vrijednosnih papira raste ako cijena Komponente košarice; s najgorim uspjehom raste. Načelno, vrijednost Vrijednosnih papira pada ako cijena Komponente košarice; s najgorim uspjehom pada.

Kamata

Vrijednosni papiri ne donose kamatu.

Otkup

Automatski prijevremeni otkup

Pod uvjetom da se nije dogodio Događaj opoziva, Vrijednosni papiri omogućuju automatski prijevremeni otkup po odgovarajućem Iznosu prijevremenog otkupa (k) na odgovarajući Datum prijevremene otplate (k), ako se dogodio Događaj prijevremenog otkupa (k).

Događaj prijevremenog otkupa (k) nastaje ako je Najgora izvedba (k) na Datum promatranja prijevremenog otkupa (k) jednaka ili veća od Razine prijevremenog otkupa (k). Najgora izvedba (k) znači, u vezi s odgovarajućim Datumom promatranja prijevremenog otkupa (k), izvedbu Komponente košarice s Najgorom (najnižom) izvedbom. U vezi s odgovarajućim Datumom promatranja prijevremenog otkupa (k), izvedbu svake Komponente košarice; izračunava Agent za izračun kao K_i (k) podijeljen s K_i (početnim). K_i (k) znači Referentnu cijenu; Komponente košarice; na relevantni Datum promatranja prijevremenog otkupa (k).

Datum promatranja prijevremenog otkupa (k):	17.10.2025. (1), 19.10.2026. (2), 19.10.2027. (3), 19.10.2028. (4)
Razina prijevremenog otkupa (k):	100% (1), 100% (2), 100% (3), 100% (4)
Iznos prijevremenog otkupa (k):	1.050,00 EUR (1), 1.100,00 EUR (2), 1.150,00 EUR (3), 1.200,00 EUR (4)
Datum prijevremene otplate (k):	24.10.2025. (1), 26.10.2026. (2), 26.10.2027. (3), 26.10.2028. (4)

Otkup na Datum konačne otplate

Pod uvjetom da se nije dogodio Događaj opoziva i nijedan Događaj prijevremenog otkupa (k), Vrijednosni papiri bit će otkupljeni na Datum konačne otplate isplatom Iznosa otkupa kako slijedi:

- Ako se nije dogodio Događaj barijere, Iznos otkupa odgovara Maksimalnom iznosu.
- Ako se dogodio Događaj barijere, Iznos otkupa odgovara Iznosu izračuna pomnoženom s Najgorom izvedbom (konačnom) i podijeljenom s Razinom izvršne cijene. Iznos otkupa neće biti veći od Iznosa izračuna.

Najgora izvedba (konačna) znači, u vezi s Završni datum promatranja, izvedba Komponente košarice s Najgorom (najnižom) izvedbom. U vezi s Završnim datumom promatranja, izvedbu svake Komponente košarice izračunava Agent za izračun kao K_i (konačno) podijeljeno s K_i (početnim).

Dodatne definicije i uvjeti proizvoda

Događaj barijere nastupa ako je Najgora izvedba (konačna) niža od Razine barijere na Završni datum promatranja.

K_i (konačna) označava Referentnu cijenu; Komponente košarice; na Završni datum promatranja.

K_i (početna) znači Referentna cijena; utvrđena na Početni datum promatranja.

Razina barijere:	80%
Iznos izračuna:	1.000,00 EUR
Završni datum promatranja:	17.10.2029.
Datum konačne otplate:	24.10.2029.
Početni datum promatranja:	17.10.2024.
Maksimalni iznos:	EUR 1.250,00
Razina izvršne cijene:	100%

Izvanredno pravo otkaza: U slučaju pojave jednog ili više događaja opoziva (*call events*) (primjerice, kada se izračun Komponente košarice trajno prekine i nije dostupna odgovarajuća Zamjenska komponenta košarice) (dalje u tekstu: "**Događaj opoziva**"), Izdavatelj može izvanredno pozvati Vrijednosne papire i otkupiti ih po njihovom Iznosu otkaza. "**Iznos otkaza**" je njihova fer tržišna vrijednost.

Usklađenje Općih uvjeta: Agent za izračun može prilagoditi Opće uvjete Vrijednosnih papira ako dođe do događaja usklađenja (primjerice, određena promjena u relevantnom konceptu indeksa Komponente košarice) (dalje u tekstu: "**Događaj usklađenja**").

Status Vrijednosnih papira: Vrijednosni papiri predstavljaju izravne, bezuvjetne i neosigurane obveze Izdavatelja. Vrijednosni papiri su rangirani *pari passu* sa svim ostalim neosiguranim i ne-subordiniranim sadašnjim i budućim obvezama Izdavatelja. Iznimka: obveze koje imaju prednost ili subordinaciju temeljem zakona.

Gdje će se trgovati Vrijednosnim papirima?

Uvrštenje za trgovanje: Nije podnesen zahtjev za uvrštenje za trgovanje Vrijednosnim papirima na uređenom tržištu.

Koji su ključni rizici specifični za Vrijednosne papire?

Kreditni rizik Izdavatelja i rizici u vezi sa sanacijskim mjerama u odnosu na Izdavatelja: Vrijednosni papiri predstavljaju neosigurane obveze Izdavatelja prema Imateljima vrijednosnih papira. Stoga se svaka osoba koja kupuje Vrijednosne papire oslanja na kreditnu sposobnost Izdavatelja i nema, u odnosu na svoj položaj vezanim uz Vrijednosne papire, nikakva prava niti potraživanja prema bilo kojoj drugoj osobi. Imatelji vrijednosnih papira izloženi su riziku djelomičnog ili potpunog propusta Izdavatelja da ispuní obveze koje je Izdavatelj dužan u cijelosti ili djelomično izvršiti temeljem Vrijednosnih papira, na primjer, u slučaju nesolventnosti Izdavatelja. Što je kreditna sposobnost Izdavatelja lošija, to je veći rizik gubitka. U slučaju ostvarivanja kreditnog rizika Izdavatelja, Imatelj vrijednosnih papira može pretrpjeti potpuni gubitak svog kapitala, čak i ako Vrijednosni papiri predviđaju Minimalni iznos po dospijanju. Štoviše, Imatelji vrijednosnih papira mogu postati podložni mjerama sanacije u odnosu na Izdavatelja ako Izdavatelj propada ili je vjerojatno da će propasti. Obveze Izdavatelja temeljem Vrijednosnih papira nisu osigurane, ni zajamčene od trećih strana niti zaštićene bilo kakvim programom zaštite depozita ili shemama kompenzacije.

Rizici povezani s čimbenicima koji utječu na tržišnu vrijednost: Na tržišnu vrijednost Vrijednosnih papira utjecat će brojni čimbenici. To su, između ostalog, kreditna sposobnost Izdavatelja, relevantne prevladavajuće kamatne stope i stope prinosa, tržište sličnih vrijednosnih papira, opći ekonomski, politički i ciklični uvjeti, mogućnost trgovanja i, ako je primjenjivo, preostali rok Vrijednosnih papira, kao i dodatni čimbenici vezani uz Komponente košarice koji utječu na tržišnu vrijednost. Tržišna vrijednost Vrijednosnih papira, kao i iznosi koji se isplaćuju po osnovi Vrijednosnih papira, prvenstveno ovise o cijeni Komponenti košarice.

Rizici povezani s Iznosom otkupa: Iznos otkupa može biti manji od Cijene Izdavanja ili kupovne cijene, a može biti i nula. To znači da Imatelj vrijednosnog papira ostvaruje povrat samo ako Iznos iskupa premaši pojedinačnu kupovnu cijenu od Imatelja vrijednosnog papira. Sudjelovanje u povoljnoj izvedbi Komponenti košarice iznad Maksimalnog iznosa je isključeno. **Moguć je potpuni gubitak.**

Rizici povezani s Događajem barijere: Ako dođe do Događaja barijere, povoljnija formula isplate neće se primjenjivati. U svakom slučaju, Imatelj vrijednosnog papira može izgubiti svoj uloženi kapital djelomično ili u cijelosti.

Rizici koji proizlaze iz nedostatka tekućih isplata: Vrijednosni papiri ne donose kamatu niti pružaju bilo kakva uvjetna ili bezuvjetna prava na tekuće isplate koje bi mogle nadoknaditi moguće gubitke glavnice.

Rizici povezani s Automatskim prijevremeni otkupom: Ako se dogodi Događaj prijevremenog otkupa, Imatelj vrijednosnih papira neće sudjelovati u bilo kakvoj budućoj povoljnoj izvedbi Komponenti košarice niti će imati pravo na daljnje isplate temeljem Vrijednosnih papira nakon prijevremenog otkupa. Nadalje, Imatelji vrijednosnog papira izloženi su riziku da će dobiveni kapital, zbog prijevremenog otkupa, moći ponovno uložiti pod manje povoljnim uvjetima.

Rizici povezani s Najgorim elementom: Bilo koji iznos koji se isplaćuju temeljem Vrijednosnim papirima određuje se prema cijeni ili izvedbi samo Komponente košarice s Najgorom izvedbom. Tako je Imatelj vrijednosnog papira izložen riziku od gubitaka zbog izvedbe Komponente košarice s Najgorom izvedbom, čak i ako neke ili sve ostale Komponente košarice ostvaruju povoljniju izvedbu.

Rizici povezani s indeksima: Učinak Vrijednosnih papira povezanih s indeksima ovisi o učinku odgovarajućeg indeksa. Promjene u cijeni komponenti indeksa i promjene u sastavu indeksa ili drugi čimbenici mogu negativno utjecati na učinak indeksa. Postoji rizik da se indeks neće koristiti kao referentna vrijednost Vrijednosnih papira od određenog trenutka. U takvom slučaju, Vrijednosni papiri bi mogli biti izvršteni s burze, prilagođeni, otkupljeni prije dospijea ili bi isto na njih moglo imati neki drugi učinak.

Rizici povezani s potencijalnim sukobom interesa: Može doći do sukoba interesa u odnosu na relevantnog Izdavatelja ili osoba kojima je ponuda povjerena, a što može rezultirati donošenjem odluke na štetu Imatelja vrijednosnog papira.

Rizik likvidnosti: Postoji rizik da Vrijednosni papiri možda neće biti široko distribuirani te da ne postoji i da se neće razviti aktivno tržište Vrijednosnim papirima. Izdavatelj može, ali nije obavezan, kupovati Vrijednosne papire u bilo koje vrijeme i po bilo kojoj cijeni na otvorenom tržištu, putem natječajne ponude ili privatnog ugovora. Bilo koji Vrijednosni papiri koje je Izdavatelj kupio na ovaj način mogu se zadržati, preprodati ili poništiti. Otkup Vrijednosnih papira od strane Izdavatelja može negativno utjecati na likvidnost Vrijednosnih papira. Izdavatelj stoga ne može jamčiti da će Imatelj vrijednosnih papira moći prodati svoje Vrijednosne papire po adekvatnoj cijeni prije njihovog otkupa.

Odjeljak 4 – Ključne informacije o javnoj ponudi vrijednosnih papira i/ili uvrštenju za trgovanje na uređenom tržištu

Pod kojim uvjetima i prema kojem rasporedu mogu uložiti u ovaj vrijednosni papir?

Država izdanja:	Hrvatska	Razdoblja upisa (općenito):	Od 23.09.2024 do 16.10.2024.
Cijena izdanja:	1.000,00 EUR po Vrijednosnom papiru	Datum izdanja:	22.10.2024.
Potencijalni Ulagatelji:	Kvalificirani ulagači, mali ulagači i/ili institucionalni ulagači	Najmanja prenosiva jedinica:	1 Vrijednosni papir
Najmanja jedinica trgovanja:	1 Vrijednosni papir		

Nakon završetka razdoblja upisa, Vrijednosni papiri će se kontinuirano nuditi na prodaju. Javna ponuda može biti prekinuta ili povučena od strane Izdavatelja u bilo kojem trenutku bez navođenja razloga.

Provizije koje naplaćuje Izdavatelj: Početni troškovi specifični za proizvod sadržani u Cijeni izdanja iznose 21,12 EUR. Druge provizije, troškovi i izdaci koje naplaćuje treća strana bit će zasebno objavljeni od strane te treće strane.

Zašto se ovaj prospekt izrađuje?

Upotreba primitaka: Neto primitci od svakog izdanja Vrijednosnih papira Izdavatelj će upotrijebiti za svoje opće korporativne svrhe odnosno za ostvarivanje dobiti i/ili zaštitu određenih rizika.

Pokroviteljstvo (underwriting): ova ponuda nije podložna ugovoru o pokroviteljstvu (underwriting agreement).

Najbitniji sukobi interesa u odnosu na ponudu: U Izdavatelj može sklapati daljnje transakcije i poslovne odnose koji mogu nepovoljno utjecati na Vrijednosne papire. Nadalje, Izdavatelj može imati nejavne informacije o komponentama košare. Ne postoji obaveza otkrivanja tih informacija nositeljima Vrijednosnih papira. UniCredit Bank GmbH je Agent za izračun za Vrijednosne papire; UniCredit Bank GmbH je Glavni agent za plaćanje Vrijednosne papire; UniCredit Bank GmbH je aranžer za Vrijednosne papire.

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