



Euro Commercial Paper Programme

EURO 1,800,000,000

Issuer

UNIPER SE

Düsseldorf, Germany

Arranger

COMMERZBANK

Dealers

Dealers

BAYERISCHE LANDESBANK

CITIGROUP

COMMERZBANK

ING

LANDESBANK BADEN-WÜRTTEMBERG

**SANTANDER CORPORATE & INVESTMENT
BANKING**

Fiscal Agents

The Bank of New York Mellon, Frankfurt Branch

The Bank of New York Mellon, London Branch

This Programme has not been rated.

The date of this STEP Information Memorandum is 3 May 2023. It replaces the Information Memorandum dated 18 May 2020 relating to the Euro 1,800,000,000 Euro Commercial Paper Programme.

IMPORTANT NOTICE

This Information Memorandum (together with any supplementary information memorandum and information incorporated herein by reference, the "**Information Memorandum**") contains summary information provided by Uniper SE (the "**Issuer**") in connection with a euro-commercial paper programme (the "**Programme**") under which the Issuer may issue and have outstanding at any time euro-commercial paper notes (the "**Notes**") up to a maximum aggregate amount of EUR 1,800,000,000 or its equivalent in alternative currencies. Under the Programme, the Issuer may issue Notes outside the United States pursuant to Regulation S ("**Regulation S**") of the United States Securities Act of 1933, as amended (the "**Securities Act**"). The Issuer has, pursuant to a dealer agreement dated 3 May 2023 (the "**Dealer Agreement**"), appointed Commerzbank Aktiengesellschaft as arranger for the Programme (the "**Arranger**"), appointed Banco Santander, S.A., Bayerische Landesbank, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, ING Bank N.V. and Landesbank Baden-Württemberg as dealers for the Notes (the "**Dealers**") and authorised and requested the Dealers to circulate this Information Memorandum in connection with the Programme on their behalf to purchasers or potential purchasers of the Notes.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S) ("U.S. PERSONS") UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Information Memorandum or confirmed the accuracy or determined the adequacy of the information contained in this Information Memorandum. Any representation to the contrary is unlawful.

This Information Memorandum has been submitted to the Short-Term European Paper (STEP) Secretariat in order to apply for the STEP label for Euro-commercial Paper Notes issued under the Programme. The status of STEP compliance can be checked on the STEP market website (www.stepmarket.org). This website is neither sponsored by the Issuer nor the Arranger nor any of the Dealers and neither the Issuer nor the Arranger nor any of the Dealers are responsible for its content or availability.

The Issuer has confirmed to the Arranger and the Dealers that the information contained or incorporated by reference in this Information Memorandum is true and accurate in all material respects and not misleading and that there are no other facts the omission of which makes this Information Memorandum or any such information contained or incorporated by reference herein misleading.

Neither the Issuer, the Arranger nor the Dealers accept any responsibility, express or implied, for updating this Information Memorandum and neither the delivery of this Information Memorandum nor any offer or sale made on the basis of the information in this Information Memorandum shall under any circumstances create any implication that this Information Memorandum is accurate at any time subsequent to the date hereof with respect to the Issuer or that there has been no change in the business, financial condition or affairs of the Issuer since the date hereof.

No person is authorised by the Issuer to give any information or to make any representation not contained in this Information Memorandum and any information or representation not contained herein must not be relied upon as having been authorised.

Neither the Arranger nor any Dealer has independently verified the information contained in this Information Memorandum. Accordingly, no representation or warranty or undertaking (express or implied) is made, and no responsibility or liability is accepted by the Arranger or the Dealers as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in this Information Memorandum or in or from any accompanying or subsequent material or presentation.

The information contained in this Information Memorandum is not and should not be construed as a recommendation by the Arranger, the Dealers or the Issuer that any recipient should purchase Notes. Each such recipient must make and shall be deemed to have made its own independent assessment and investigation of the financial condition, affairs and creditworthiness of the Issuer and of the Programme as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on this Information Memorandum.

Neither the Arranger nor any Dealer undertakes to review the business or financial condition or affairs of the Issuer during the life of the Programme, nor undertakes to advise any recipient of this Information Memorandum of any information or change in such information coming to the Arranger's or any Dealer's attention.

Neither the Arranger nor any of the Dealers accepts any liability in relation to this Information Memorandum or its distribution by any other person. This Information Memorandum does not, and is not intended to, constitute an offer or invitation to any person to purchase Notes. The distribution of this Information Memorandum and the offering for sale of Notes or any interest in such Notes or any rights in respect of such Notes, in certain jurisdictions, may be restricted by law. Persons obtaining this Information Memorandum or any Notes or any interest in such Notes or any rights in respect of such Notes are required by the Issuer, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Information Memorandum and other information in relation to the Notes and the Issuer set out in the section entitled "*Selling Restrictions*".

No application will be made at any time to list the Notes on any stock exchange. A communication of an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received in connection with the issue or sale of any Notes will only be made in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

Tax

No comment is made, and no advice is given by the Issuer, the Arranger or any Dealer in respect of taxation matters relating to the Notes and each investor is advised to consult its own professional adviser.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986 (the provisions commonly referred to as the "Foreign Account Tax Compliance Act", "**FATCA**"), a "foreign financial institution" may be required to withhold on certain payments it makes ("**Foreign Passthru Payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Germany) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Holders

should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, the Issuer will not be required to pay additional amounts as a result of the withholding.

Interpretation

In this Information Memorandum, references to "**euro**" and "**EUR**" are to the lawful currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; references to "**Sterling**" and "**GBP**" are to pounds sterling.

Where this Information Memorandum refers to the provisions of any other document, such reference should not be relied upon and the document must be referred to for its full effect.

Documents Incorporated by Reference

The most recently published audited financial statements of the Issuer and any subsequently published interim financial statements (whether audited or unaudited) of the Issuer shall be deemed to be incorporated in, and to form part of, this Information Memorandum.

Any statement contained in a document incorporated by reference into this Information Memorandum or contained in any supplementary information memorandum or in any document incorporated by reference therein shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede earlier statements contained in this Information Memorandum or in a document which is incorporated by reference in this Information Memorandum. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Except as provided above, no other information, including information on the website of the Issuer, is incorporated by reference into this Information Memorandum.

Each Dealer will, following receipt of such document(s) from the Issuer, provide to each person to whom a copy of this Information Memorandum has been delivered, upon request of such person, a copy of any or all the documents incorporated herein by reference unless such documents have been modified or superseded as specified above. Written requests for such documents should be directed to the relevant Dealer at its office as set out at the end of this Information Memorandum.

Certain of the Dealers have, directly or indirectly through affiliates, provided investment and commercial banking, financial advisory and other services to Uniper SE and its affiliates from time to time, for which they have received monetary compensation. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with Uniper SE and its affiliates, including in relation to the hedging of the Notes. In addition, certain of the Dealers and their affiliates may in the future engage in investment banking, commercial banking, financial or other advisory transactions with Uniper SE or its affiliates.

MiFID II and UK MiFIR product governance

Solely by virtue of appointment as Arranger or Dealer, as applicable, on this Programme, neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of EU Delegated Directive 2017/593 or the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook, as applicable.

This Information Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Arranger or the Dealers to any person to purchase any of the Notes.

No comment is made, and no advice is given by the Issuer, the Arranger or any Dealer in respect of taxation matters relating to the Notes and each investor is advised to consult its own professional adviser.

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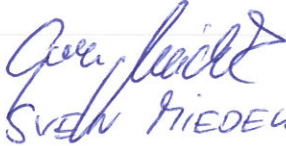

1	DESCRIPTION OF THE PROGRAMME	
1.1	Name of the programme	Uniper SE Euro Commercial Paper Programme.
1.2	Type of programme	Single-Issuer Euro Commercial Paper Programme, STEP compliant.
1.3	Name of the issuer	Uniper SE.
1.4	Type of issuer	Non-financial corporation (corporate non-bank)
1.5	Purpose of the programme	Short term funding for general corporate purposes of the Issuer.
1.6	Programme size (ceiling)	EUR 1,800,000,000 (or its equivalent in other currencies at any time)
1.7	Characteristics and form of the Notes	The Notes will be in bearer form. Each issue of Notes will be represented by a global note (the " Global Note ") with the terms and conditions of the Notes attached, either in the form of a classical global note (" CGN ") or in the form of a new global note (" NGN "). Global Notes will not be exchangeable for definitive Notes or, in the case of Notes with periodic payments of interest, definitive Notes with interest coupons attached.
1.8	Yield basis	The Notes may be issued on a discounted or accumulating basis or may bear a fixed or floating rate of interest or have any other structure (as agreed between the Issuer and the relevant Dealer in supplementary terms and conditions of the Notes).
1.9	Currencies of issue of the Notes	Notes may be denominated in euros or any other currency that is freely convertible into euros as may be agreed between the Issuer and the relevant Dealer from time to time, subject to compliance with any applicable legal and regulatory requirements
1.10	Maturity of the Notes	Notes may have a maturity of not less than one day or more than 364 days from (and including) the date of issue, to (but excluding) the maturity date, subject to compliance with any applicable legal and regulatory requirements.
1.11	Minimum Issuance Amount	Not less than Euro 100,000 each or its equivalent in another issue currency.
1.12	Minimum denomination of the Notes	At least Euro 100,000 or its equivalent amount in another issue currency, subject to compliance with applicable legal and regulatory requirements and provided that the equivalent of that minimum denomination in Sterling as at the Issue Date is not less than GBP 100,000. Notes denominated in GBP shall have a minimum denomination of not less than GBP 100,000. Minimum denominations may be changed from time to time as agreed between the Issuer and the relevant Dealer, subject in each case to compliance with applicable legal and regulatory requirements and provided that the equivalent of that denomination in Sterling as at the Issue Date is not less than GBP 100,000.
1.13	Status of the Notes	The payment obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated present and future obligations of the Issuer, unless such obligations are accorded priority under mandatory rules of law.
1.14	Governing law that applies to the Notes	The Notes, both as to form and content, and all rights and obligations of the Holders and the Issuer shall in all respects be governed by German law.
1.15	Listing	No application is anticipated to be made to list the Notes on any stock exchange.

1.16	Settlement system	Clearstream Banking AG, Eschborn, Federal Republic of Germany, Clearstream Banking S.A., Luxembourg, Grand Duchy of Luxembourg, Euroclear Bank SA/NV, Brussels, Kingdom of Belgium and any other STEP eligible SSS (as defined in the STEP Market Convention)
1.17	Rating(s) of the Programme	Not rated.
1.18	Guarantor(s)	No
1.19	Issuing and paying agent(s)	The Bank of New York Mellon, Frankfurt Branch and The Bank of New York Mellon, London Branch.
1.20	Arranger(s)	Commerzbank Aktiengesellschaft
1.21	Dealer(s)	Banco Santander, S.A., Bayerische Landesbank, Citigroup Global Market Europe AG, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, ING Bank N.V., and Landesbank Baden-Württemberg.
1.22	Selling restrictions	General, United States of America, The United Kingdom and Japan (as more fully set out below in the section "Selling Restrictions").
1.23	Taxation	Withholding Tax (as more fully set out in Section 7 " Taxation " in the Terms and Conditions of this Programme).
1.24	Involvement of national authorities	No.
1.25	Contact details	For further details please refer to Appendix 8 „Names and Addresses“
1.26	Additional information on the programme	None.
1.27	Auditors of the issuer, who have audited the accounts of the issuer's annual report	Uniper SE's independent auditor is PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Moskauer Straße 19, 40227 Düsseldorf, Germany (" PwC ") and was appointed as the statutory auditor of Uniper SE for the fiscal years ended 31 December 2022 and 31 December 2021, respectively. PwC audited the consolidated financial statements for the Issuer prepared in accordance with International Financial Reporting Standards as adopted by the European Union (" IFRS ") for 2022 and 2021 and issued in each case an unqualified auditor's report (<i>uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers</i>). PwC is a member of the German Chamber of Public Accountants (<i>Wirtschaftsprüferkammer</i>), with its registered office in Berlin.

2	DESCRIPTION OF THE ISSUER	
2.1	Legal name	Uniper SE
2.2	Legal form/status	<p>Uniper SE is a Societas Europaea. Uniper SE operates under German law.</p> <p>The Legal Entity Identifier (LEI) of Uniper SE is 549300UXRTWGIBZQ4J67.</p>
2.3	Date of incorporation /establishment	<p>Uniper SE was founded in 1917 as Innwerk, Bayerische Aluminium AG with its registered office in Munich. Following its reorganisation as a German limited liability company (<i>Gesellschaft mit beschränkter Haftung, GmbH</i>) and several name changes, it operated under the name E.ON Kraftwerke GmbH until 18 December 2015. In preparation of Uniper Group's spin off from E.ON group, it was again converted into the legal form of German Stock Corporation (<i>Aktiengesellschaft, AG</i>) and renamed Uniper AG. It was then converted in the legal form of a European Company (<i>Societas Europaea, "SE"</i>) and received its current name Uniper SE. Uniper SE and its subsidiaries began their operating business under the name of Uniper on 1 January 2016.</p>
2.4	Registered office or equivalent (legal address)	<p>Uniper SE's registered office is located at Holzstraße 6, 40221 Düsseldorf, Germany (telephone: +49 211 4579-0).</p>
2.5	Registration number, place of registration	<p>Uniper SE is registered under the name "Uniper SE" with the commercial register of the Local Court (<i>Amtsgericht</i>) of Düsseldorf under registration number HRB 77425.</p>
2.6	Issuer's mission	<p>In accordance with § 2 of the Articles of Association of Uniper SE, the corporate purpose is the supply of energy (primarily electricity and gas). Uniper SE's activities may encompass the generating or extracting, transferring or transporting, acquiring, distributing, and trading of energy.</p>
2.7	Brief description of current activities	<p>Uniper SE is the holding company of the entities of Uniper group (the "Uniper Group"), which is an international energy company with operations in more than 40 countries and around 7,200 employees. Its business is the secure provision of energy and related services across the power and gas value chain, ranging from energy sourcing generation, gas transport and storage, gas and power trading and optimization/monetization of its generation assets, as well as sales and other services to industrial/SME customers and municipalities. Uniper is operating in an increasingly decarbonizing environment in accordance with the requirements of energy and climate policy and the regulatory environment, as well as related voluntary commitments. The corporate headquarters are based in Düsseldorf, Germany.</p> <p>Uniper Group consists of two operating business segments: (i) European Generation and (ii) Global Commodities. Principal markets of Uniper Group include Germany, the United Kingdom, Sweden, and the Netherlands. Certain administration functions as well as group functions which are required to be carried out at Uniper Group level are combined and performed centrally across these segments (classified under "Administration/Consolidation").</p> <p>Uniper SE fully supports the ambition of the European Commission to strive for climate-neutrality in Europe by 2050 (the so-called "New Green Deal") in all of its business activities.</p> <p>Uniper SE is committed to substantially contribute to the decarbonisation of the German and European energy system by</p>

		<p>reducing its CO₂-emissions from power generation with the target to become carbon neutral by 2035 and reducing the emissions of its Global Commodities activities. To achieve that, Uniper is driving forward business activities in the field of hydrogen and other climate-friendly gases, clean power (renewables) and by tailoring green products and services for Uniper's customers to enable their transformation. Moreover, Uniper continues to play a critically important role in contributing to security of supply and enabling the energy transition in the markets it operates in by providing reliable power generation capacity (~22 GW) and gas supply. With that Uniper continues to secure climate-friendly, competitive and secure energy supply for Uniper's customers, against the background of achieving the EU and Germany's climate neutrality targets.</p>
2.8	Capital or equivalent	<p>As of the date of this Information Memorandum, the Uniper SE has a share capital of €14,160,161,306.70. The share capital is divided into 8,329,506,651 no-par value registered shares. The share capital has been fully paid up.</p>
2.9	List of main shareholders <i>(optional)</i>	<p>Since 21 December 2022, the Federal Republic of Germany (the German state) has held a 99.12% interest and thus has control over Uniper SE <i>via</i> UBG Uniper Beteiligungsholding GmbH a wholly owned subsidiary of the Federal Republic of Germany.</p>
2.10	Listing of the shares of the Issuer	<p>The shares of the Issuer are listed and traded on the Frankfurt Stock Exchange, except for new shares issued in 2022 and thereafter transferred to the Federal Republic of Germany as agreed per stabilization agreement signed 21 September 2022. For the shares issued to the Federal Republic of Germany shareholder's statutory subscription rights were excluded. Only the Federal Republic of Germany or an entity of the Federal Republic of Germany (cf. Section 29 (6) EnSiG) were admitted to subscribe to the new shares.</p>
2.11	Composition of governing bodies and supervisory bodies	<p><i>Board of Management</i></p> <p>As of the date of this Information Memorandum, the Board of Management of Uniper SE consists of 3 members: (i) Dr. Jutta A. Dönges (Chief Financial Officer (CFO)), (ii) Holger Kreetz (Chief Operating Officer (COO)), and (iii) Nicolaas Hendrikus den Hollander (Chief Commercial Officer (CCO)).</p> <p>Additionally, by resolutions of the Supervisory Board of Uniper SE on 24 March 2023:</p> <p>(i) Michael Lewis has been appointed as successor to Klaus-Dieter Maubach with effect from 1 July 2023 and for a period of 5 years; and</p> <p>(ii) Carsten Poppinga has been appointed as successor to Nicolaas Hendrikus den Hollander as member of the Board of Management with effect from 1 October 2023.</p> <p>Accordingly, with effect from 1 October 2023, the Board of Management of Uniper SE will consist of 4 members.</p> <p><i>Supervisory Board</i></p> <p>The Supervisory Board of Uniper SE generally consists of twelve members. On 21 December 2022, the representatives of the former largest shareholder Fortum Deutschland SE in the Supervisory Board, i.e. the Chairman Markus Rauramo, Dr. Bernhard Günther, Esa Hyvärinen and Nora Steiner-Forsberghave resigned with effect of the end of 21 December 2022 and left Uniper's Supervisory Board. On 22 December 2022, the local court (<i>Amtsgericht</i>) of Düsseldorf appointed Thomas Blades, Dr. Marcus Schenck (both of which are</p>

		<p>independent of the major shareholder UBG Uniper Beteiligungsholding GmbH) and Prof. Dr. Ines Zenke (both of which have been proposed by the Federal Government as indirect majority shareholder) as new members and shareholder representatives of the Supervisory Board. Additionally, Thomas Blades has been elected as chairperson of the Supervisory Board. On 21 March 2023, the local court (<i>Amtsgericht</i>) of Düsseldorf appointed Dr. Gerhard Friedrich Holtmeier as a member of the Supervisory Board with immediate effect. The appointments of the members of the Supervisory Board due to the decision of the local court (<i>Amtsgericht</i>) of Düsseldorf will end on the Shareholders' Meeting, which will take place on 24 May 2023. The members of the Supervisory Board appointed by the local court are then to be newly elected to the Supervisory Board by the Shareholders' Meeting.</p>
2.12	Accounting Method	The audited consolidated financial statements of Uniper SE for the fiscal years ending 31 December 2022 and 31 December 2021 have been prepared on the basis of IFRS as adopted by the EU.
2.13	Accounting Year (optional)	Starting on 1 January, ending on 31 December.
2.14	Fiscal Year (optional)	Starting on 1 January, ending on 31 December.
2.15	Other short term programmes of the Issuer	None.
2.16	Ratings/s of the Issuer Ratings can come under review at any time by the rating agencies. Investors shall refer to the relevant rating agencies in order to have access to the latest ratings.	Rated; S&P Global Ratings Europe Limited and Scope Ratings GmbH.
2.17	Additional information on the issuer	None.

3		CERTIFICATION OF INFORMATION
3.1	Person responsible for the Information Memorandum	<p>Uniper SE</p> <p>For information purposes, please contact:</p> <p>Sven Miedek Holzstraße 6 40221 Düsseldorf Germany Tel.: +49 2 11 4579 – 4595 Fax.: +49 2 11 4579 – 2022 E-Mail: sven.miedek@uniper.energy</p>
3.2	Declaration of the person(s) responsible for the Information Memorandum:	To our knowledge, the information contained in this Information Memorandum including its Appendices is true and accurate and does not contain any misrepresentation which would make it misleading.
3.3	Date, Place of signature, Signature	<p>3 May 2023, Düsseldorf</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  SVEN MIEDEK SVP Corporate Finance </div> <div style="text-align: center;">  LENNART FISCHER VP Corporate Finance </div> </div>

4	INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL
4.1	<p>An application for a STEP label for this Programme will be made to the STEP Secretariat. Information as to whether the STEP label has been granted for this Programme may be made available on the STEP market website (initially www.stepmarket.org). This website is neither sponsored by the Issuer nor the Arranger nor any of the Dealers and neither the Issuer nor the Arranger nor any of the Dealers are responsible for its content or availability.</p> <p>Unless otherwise specified in this Information Memorandum, the expressions "STEP", "STEP Market Convention", "STEP label", "STEP Secretariat", and "STEP market website" shall have the meaning assigned to them in the Market Convention on Short-Term European Paper dated 19 May 2015 and adopted by the ACI – The Financial markets Association and the European Money Markets Institute (as amended from time to time).</p>

5	OVERVIEW OF APPENDICES	
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	Appendix 2	Uniper SE's Financial Statemets 2021
	Appendix 3	Ratings
	Appendix 4a	Muster der verbindlichen deutschsprachigen Globalurkunde
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Appendix 1 – Uniper SE’s Financial Statements 2022

Copies of Uniper SE’s Financial Statements 2022 will be obtainable free of charge during normal business hours from Uniper (Creditor Relations, Sven Miedek, Corporate Finance, creditor-relations@uniper.energy, Holzstraße 6, 40221 Düsseldorf, Germany) and will also be viewable on, and obtainable free of charge from, its website:

https://www.uniper.energy/system/files/2023-03/2023-03-17_FY_2022_Uniper_Annual_Report_.pdf

Appendix 2 – Uniper SE’s Financial Statements 2021

Copies of Uniper SE’s Financial Statements 2021 will be obtainable free of charge during normal business hours from Uniper (Creditor Relations, Sven Miedek, Corporate Finance, creditor-relations@uniper.energy, Holzstraße 6, 40221 Düsseldorf, Germany) and will also be viewable on, and obtainable free of charge from, its website:

<https://www.uniper.energy/system/files/2022-10/DE000UNSE018-JA-2021-PN-EQ-E-00.pdf>

Appendix 3 - Ratings

General

This Programme has not been rated.

Appendix 4a - Muster der verbindlichen deutschsprachigen Globalurkunde

Serien Nr. [●]

Globalurkunde Nr. [●]

ISIN [●]

WKN [●]

Common Code [●]

[Sonstige Wertpapier-Kenn-Nr. [●]]

The Notes covered hereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

UNIPER SE

Düsseldorf, Bundesrepublik Deutschland

Globalurkunde

über

[Währung und Gesamtnennbetrag der Emission] Schuldverschreibungen fällig [Fälligkeitsdatum]

Diese Globalurkunde verbrieft eine ordnungsgemäß genehmigte Emission von Schuldverschreibungen (die "**Schuldverschreibungen**") der Uniper SE (die "**Emittentin**"). Bezugnahmen in dieser Globalurkunde auf die "**Bedingungen**" verstehen sich auf (i) die dieser Globalurkunde als Anhang A beigefügten Emissionsbedingungen in der durch die nachfolgenden Bestimmungen vervollständigten, geänderten, ergänzten oder ersetzten Form sowie (ii) (falls einschlägig) die dieser Globalurkunde als Anhang B beigefügten Ergänzungsbedingungen. Die Bedingungen sind Teil dieser Globalurkunde. Die in den Bedingungen definierten Begriffe haben, soweit hierin verwendet, in dieser Globalurkunde die gleiche Bedeutung.

[falls diese Globalurkunde eine CGN ist, einfügen: Der Gesamtnennbetrag der durch diese Globalurkunde verbrieften Schuldverschreibungen entspricht dem nachstehend angegebenen Gesamtnennbetrag.]

[falls diese Globalurkunde eine NGN ist, einfügen: Der Gesamtnennbetrag der durch diese Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag.]

Die Emittentin verpflichtet sich, dem Inhaber dieser Globalurkunde die auf die durch diese Globalurkunde verbrieften Schuldverschreibungen zahlbaren Beträge gemäß den Bedingungen zu zahlen.

- Ergänzungsbedingungen sind dieser Globalurkunde beigefügt für
 - fest- oder variabel verzinsliche Schuldverschreibungen mit period. Zinszahlungen
 - Schuldverschreibungen, die eine vorzeitige Rückzahlung nach Wahl der Emittentin vorsehen

Ausgabebetrag []

Festgelegte Währung []

Gesamtnennbetrag []

Festgelegte Stückelung []

Ausgabepreis []

Classical Global Note	[Ja] [Nein]
von der Emittentin selbst unterschrieben	[Ja] [Nein]
New Global Note	[Ja] [Nein]

EZB-Fähigkeit der Schuldverschreibungen beabsichtigt

[Ja. Die Angabe "Ja" bedeutet lediglich, dass die Schuldverschreibungen nach ihrer Emission bei einem der ICSD als gemeinsamer Verwahrer verwahrt werden sollen. Die Angabe "Ja" bedeutet nicht notwendigerweise, dass die Schuldverschreibungen bei ihrer Emission oder zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung hängt davon ab, ob die Zulassungskriterien des Eurosystems nach der Auffassung der EZB erfüllt sind.] [Nein. Auch wenn zum Datum dieser Globalurkunde "nein" angegeben ist, können die Schuldverschreibungen zu einem späteren Zeitpunkt bei einem der ICSD als gemeinsamer Verwahrer verwahrt werden, wenn die Zulässigkeitskriterien des Eurosystems künftig so geändert werden, dass sie von den Schuldverschreibungen erfüllt werden. Dies bedeutet jedoch nicht notwendigerweise, dass die Schuldverschreibungen in diesem Fall zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung hängt davon ab, ob die Zulassungskriterien des Eurosystems nach der Auffassung der EZB erfüllt sind.]

Clearing-System

- Clearstream Banking AG
- Clearstream Banking S.A.
- Euroclear Bank SA/NV
- Anderes Clearing-System []

- Emissionsrendite [] % per annum
 - diskontiert
 - akkumulierend

Zinstagequotient

- Actual/Actual
 - ICMA Regel 251
Anzahl der Feststellungstermine in einem Kalenderjahr []
 - ISDA
- Actual/365 (Fixed)
- Actual/360

Geschäftstag

- T2
- Geschäftsbanken und Devisenmärkte in
 - Frankfurt am Main
 - Hauptfinanzplatz des Landes der Festgelegten Währung []
 - sonstiges Finanzzentrum []

Fälligkeitstag []

Rückzahlungsbetrag [] Prozent des Nennbetrags

Vorzeitige Rückzahlung nach Wahl der Emittentin [Ja] [Nein]

Emissionsstelle [The Bank of New York Mellon, [Frankfurt Branch]
[London Branch]]

- Andere Emissionsstelle/bezeichnete Geschäftsstelle []
- Weitere Zahlstelle[n]/bezeichnete Geschäftsstelle[n] []

Berechnungsstelle [Ja] [Nein]

- Emissionsstelle []
- Andere []

[falls diese Globalurkunde eine NGN ist, einfügen: Da diese Globalurkunde eine NGN ist, wird insbesondere auf § 1 der Bedingungen hingewiesen.]

Diese Globalurkunde unterliegt deutschem Recht und wird gemäß deutschem Recht ausgelegt.

[falls diese Globalurkunde eine NGN oder eine CGN ist, die von der Emittentin selbst unterschrieben wird, einfügen: Diese Globalurkunde ist nur gültig, wenn sie die Kontrollunterschrift der Emissionsstelle oder ihres Beauftragten trägt.]

[falls diese Globalurkunde eine elektronisch übermittelte NGN ist, einfügen: Zu ihrer Gültigkeit oder Durchsetzbarkeit bedarf diese Globalurkunde des Weiteren der Bestätigung der Wirksamkeit durch die von den ICSDs bestellte Verwahrstelle (*common safekeeper*).]

[Diese Unterschriftseite soll verwendet werden, falls die Globalurkunde eine CGN ist, die von der Emittentin selbst unterschrieben wird]

Düsseldorf, den **[Datum]**

UNIPER SE

[Unterschriftsberechtigte(r)]

[Unterschriftsberechtigte(r)]

Kontrollunterschrift (ohne Obligo, Gewährleistung oder Rückgriff) von oder im Namen von The Bank of New York Mellon, Frankfurt Branch

am **[Datum]**

[Unterschriftsberechtigte(r)]

[Unterschriftsberechtigte(r)]

[Diese Unterschriftseite soll verwendet werden, falls die Globalurkunde eine CGN ist, die von The Bank of New York Mellon, Frankfurt Branch im Namen der Emittentin unterschrieben wird]

Frankfurt am Main, den **[Datum]**

UNIPER SE

durch The Bank of New York Mellon, Frankfurt Branch

[Unterschriftsberechtigte(r)]

[Unterschriftsberechtigte(r)]

[Diese Unterschriftseite soll verwendet werden, falls die Globalurkunde eine elektronisch übermittelte NGN ist]

Düsseldorf, den **[Datum]**

UNIPER SE

[Unterschriftsberechtigte(r)]

[Unterschriftsberechtigte(r)]

Kontrollunterschrift (ohne Obligo, Gewährleistung oder Rückgriff) von oder im Namen von The Bank of New York Mellon, London Branch

am **[Datum]**

[Unterschriftsberechtigte(r)]

Bestätigung der Wirksamkeit (ohne Obligo, Gewährleistung oder Rückgriff) durch

als Verwahrstelle (*common safekeeper*)

am **[Datum]**

[Unterschriftsberechtigte(r)]

ANHANG A

[Emissionsbedingungen einfügen]

ANHANG B

[Ergänzungsbedingungen einfügen]

Appendix 4b - Form of non-binding English language Global Note

Series No: [●]

Global Note No. [●]

ISIN [●]

WKN [●]

Common Code No. [●]

[Other Security Identification No. [●]]

The Notes covered hereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

UNIPER SE

Düsseldorf, Federal Republic of Germany

Global Note

representing

[Currency and Aggregate Principal Amount of Issue] Notes due [Maturity Date]

This Global Note represents a duly authorised issue of Notes (the "**Notes**") of Uniper SE (the "**Issuer**"). References in this Global Note to the "**Conditions**" shall be to (i) the Terms and Conditions of the Notes attached to this Global Note as Annex A as completed, modified, supplemented or replaced by the following provisions, and (ii) (if applicable) the Supplementary Conditions attached to this Global Note as Annex B. The Conditions form part of this Global Note. Expressions defined in the Conditions shall bear the same meanings when used in this Global Note.

[in case this Global Note is a CGN, insert: The Aggregate Principal Amount of Notes represented by this Global Note shall be the Aggregate Principal Amount stated below.]

[in case this Global Note is an NGN, insert: The Aggregate Principal Amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs.]

The Issuer agrees to pay to the bearer of this Global Note the amounts payable in respect of the Notes represented by this Global Note in accordance with the Conditions.

- Supplementary Conditions are attached to this Global Note relating to
 - Fixed or Floating Rate Interest Bearing Notes with periodic payments of interest
 - Notes Providing for an Early Redemption at the Option of the Issuer

Issue Date	[]
Specified Currency	[]
Aggregate Principal Amount	[]
Specified Denomination	[]
Issue Price	[]

Classical Global Note [Yes] [No]
 executed by the Issuer itself [Yes] [No]
 New Global Note [Yes] [No]
 Eurosystem eligibility of the Notes intended

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [No. While the designation is specified as "no" at the date of this Global Note, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

Clearing System

- Clearstream Banking AG
- Clearstream Banking, S.A.
- Euroclear Bank SA/NV
- Other Clearing System []

- Amortisation Yield [] per cent. *per annum*
 - discounted
 - accumulating

Day Count Fraction

- Actual/Actual
 - ICMA Rule 251
Number of Determination Dates per calendar year []
 - ISDA
- Actual/365 (Fixed)
- Actual/360

Business Day

- T2
- commercial banks and foreign exchange markets in
 - Frankfurt am Main
 - principal financial centre of the country of the Specified Currency
 - other financial centre

Maturity Date []

Final Redemption Amount [] per cent. of the principal amount

Early Redemption at the Option of the Issuer

[Yes] [No]

Fiscal Agent

The Bank of New York Mellon, [Frankfurt Branch]
[London Branch]

Other Fiscal Agent/specified office []

Additional Paying Agent[s]/specified office[s] []

Calculation Agent

[Yes] [No]

Fiscal Agent

Other []

[in case this Global Note is an NGN, insert: As this Global Note is an NGN, specific reference is made to § 1 of the Conditions.]

This Global Note is governed by, and shall be construed in accordance with, German law.

[in case this Global Note is an NGN or a CGN, which shall be executed by the Issuer itself, insert: This Global Note shall not be valid unless authenticated by or on behalf of the Fiscal Agent.]

[in case this Global Note is an electronically transmitted NGN, insert: In addition, this Global Note requires to be effectuated by the entity appointed as common safekeeper by the ICSDs in order to be valid or enforceable.]

[This signature page shall be used in case the Global Note is a CGN, which shall be executed by the Issuer itself]

Düsseldorf, **[Date]**

UNIPER SE

[Authorised Signatory]

[Authorised Signatory]

Authenticated (without recourse, warranty or liability) by or on behalf of
The Bank of New York Mellon, Frankfurt Branch

on **[Date]**

[Authorised Signatory]

[Authorised Signatory]

**[This signature page shall be used in case the Global Note is a CGN, which will be signed on behalf of the Issuer
by The Bank of New York Mellon, Frankfurt Branch]**

Frankfurt am Main, **[Date]**

UNIPER SE

by The Bank of New York Mellon, Frankfurt Branch

[Authorised Signatory]

[Authorised Signatory]

[This signature page shall be used in case the Global Note is an electronically transmitted NGN]

Düsseldorf, **[Date]**

UNIPER SE

[Authorised Signatory]

[Authorised Signatory]

Authenticated (without recourse, warranty or liability) by or on behalf of
The Bank of New York Mellon, London Branch

on **[Date]**

[Authorised Signatory]

Effectuated (without recourse, warranty or liability) by

as common safekeeper

on **[Date]**

[Authorised Signatory]

ANNEX A

[Terms and Conditions of the Notes to be inserted]

ANNEX B

[Supplementary Conditions to be inserted]

Appendix 5a – Emissionsbedingungen

VERBINDLICHE DEUTSCHSPRACHIGE FASSUNG

Die Bestimmungen der nachfolgenden Emissionsbedingungen (die "**Emissionsbedingungen**") gelten für die Schuldverschreibungen (wie nachfolgend definiert) so, wie sie durch die Angaben in der Globalurkunde (wie nachfolgend definiert) vervollständigt, geändert, ergänzt oder ganz oder teilweise ersetzt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Emissionsbedingungen gelten als durch die in der Globalurkunde enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sofern die in der Globalurkunde enthaltenen Angaben die Änderung, Ergänzung oder (vollständige oder teilweise) Ersetzung von Bestimmungen dieser Emissionsbedingungen vorsehen, gelten die betreffenden Bestimmungen dieser Emissionsbedingungen als entsprechend geändert, ergänzt oder ersetzt. Alternative oder wählbare Bestimmungen dieser Emissionsbedingungen, deren Entsprechungen in den Bestimmungen in der Globalurkunde nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Emissionsbedingungen gestrichen. Sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Emissionsbedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Emissionsbedingungen gestrichen, so dass die Bestimmungen in der Globalurkunde Geltung erhalten.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie (die "**Serie**") von auf den Inhaber lautenden Schuldverschreibungen (die "**Schuldverschreibungen**") der Uniper SE ("**Uniper**" oder die "**Emittentin**") wird am [**Ausgabetag einfügen**] in [festgelegte Währung einfügen] (die "**festgelegte Währung**") im Gesamtnennbetrag von [**falls die Globalurkunde eine NGN ist, einfügen:** (vorbehaltlich § 1(7))] [**Gesamtnennbetrag einfügen**] in einer Stückelung von [**festgelegte Stückelung einfügen**] (die "**festgelegte Stückelung**") und mit einem Ausgabepreis von [**Ausgabepreis einfügen**] gegeben.

(2) *Ergänzungsbedingungen.* Falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen oder nach Wahl der Emittentin vorzeitig rückzahlbare Schuldverschreibungen sind, sind diesen Emissionsbedingungen Ergänzungsbedingungen (die "**Ergänzungsbedingungen**") beizufügen. Sofern die Ergänzungsbedingungen von diesen Emissionsbedingungen abweichen, werden die betreffenden abweichenden Emissionsbedingungen durch die Bestimmungen in den Ergänzungsbedingungen ersetzt.

(3) *Globalurkunde.* Die Schuldverschreibungen sind durch eine Globalurkunde (die "**Globalurkunde**") [**falls die Globalurkunde eine CGN ist, einfügen:** in Form einer klassischen Globalurkunde (*classical global note*) ("**CGN**")] [**falls die Globalurkunde eine NGN ist, einfügen:** in Form einer neuen Globalurkunde (*new global note*) ("**NGN**")] ohne Zinsscheine verbrieft. Die Globalurkunde wird [**falls die Globalurkunde eine CGN ist, die von der Emittentin selbst unterschrieben wird, einfügen:** von der Emittentin] [**falls die Globalurkunde eine CGN ist, die im Namen der Emittentin unterschrieben wird, einfügen:** im Namen der Emittentin] [**falls die Globalurkunde eine NGN ist, einfügen:** von oder im Namen der Emittentin] unterschrieben [**falls die Globalurkunde eine NGN oder eine CGN ist, die von der Emittentin selbst unterschrieben wird, einfügen:** und wird von der Emissionsstelle (wie nachstehend definiert) oder in deren Namen mit einer Kontrollunterschrift versehen.] Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Clearing-System.* Jede die Schuldverschreibungen verbriefende Globalurkunde wird vom oder im Namen des Clearing-Systems verwahrt. "**Clearing-System**" bedeutet [**bei mehr als einem Clearing-System einfügen:** jeweils] Folgendes: [Clearstream Banking AG ("**CBF**")] [Clearstream Banking, S.A. ("**CBL**")] [Euroclear Bank SA/NV ("**Euroclear**")] [**falls die Globalurkunde im Namen beider ICSDs verwahrt werden soll, einfügen:** , wobei CBL and Euroclear jeweils als "**Internationaler Zentralverwahrer**" (*International Central Securities Depository*) oder "**ICSD**" (und zusammen die "**ICSDs**"), handeln] [,] [und] [**anderes Clearing-System angeben**].

[falls die Globalurkunde eine NGN ist, die im Namen beider ICSDs verwahrt wird, einfügen: Die Verwahrung der Globalurkunde wird von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs vorgenommen.]

[falls die Globalurkunde eine CGN ist, die im Namen beider ICSDs verwahrt wird, einfügen: Die Verwahrung der Globalurkunde wird von einer gemeinsamen Verwahrstelle (*common depository*) im Namen von CBL und Euroclear vorgenommen.]]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber von Miteigentumsanteilen oder anderen vergleichbaren Eigentumsansprüchen oder Rechten an der Globalurkunde. Ihre Übertragung erfolgt in Übereinstimmung mit den Bestimmungen des Clearing-Systems.

(6) *Bezugnahmen auf Schuldverschreibungen*. Bezugnahmen in diesen Emissionsbedingungen auf die "Schuldverschreibungen" schließen Bezugnahmen auf jede die Schuldverschreibungen verbriefende Globalurkunde ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes.

[falls die Globalurkunde eine NGN ist, die im Namen beider ICSDs verwahrt wird, einfügen:

(7) *Register der ICSDs*. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis des Gesamtnennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen. Eine in diesem Zusammenhang von einem ICSD jeweils ausgestellte Bescheinigung über den Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Im Fall der Rückzahlung oder der Zahlung von Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung von Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) bzw. Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass nach dieser Eintragung der gesamte Nennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen abgezogen wird.]

§ 2

STATUS, NEGATIVVERPFLICHTUNG

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

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich, solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) der Emissionsstelle (wie nachstehend definiert) zur Verfügung gestellt worden sind), ihre gegenwärtigen oder zukünftigen Vermögenswerte weder insgesamt noch teilweise mit Grundpfandrechten, Pfandrechten oder sonstigen dinglichen Sicherungsrechten (zusammen, die "**dinglichen Sicherheiten**") zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit zu belasten oder solche Rechte zu diesem Zweck bestehen zu lassen, ohne gleichzeitig oder vorher die Schuldverschreibungen auf gleiche Weise und anteilig damit zu besichern.

Satz 1 dieses Absatzes (2) gilt nicht für die Belastung mit dinglichen Sicherungsrechten zur Besicherung von Kapitalmarktverbindlichkeiten, die zum Zweck der vollständigen oder teilweisen Finanzierung, oder der Refinanzierung der Kosten des Erwerbs, der Errichtung oder Entwicklung eines Projekts eingegangen werden, vorausgesetzt, dass (i) die Gläubiger einer solchen Kapitalmarktverbindlichkeit auf das dem Projekt

zuzurechnende Vermögen (einschließlich der Anteile an Projektgesellschaften) und in Übereinstimmung mit der Marktpraxis abgegebene marktübliche Garantien als Rückzahlungsquelle beschränkt sind und (ii) die dinglichen Sicherungsrechte ausschließlich an diesem Vermögen bestellt werden.

"Kapitalmarktverbindlichkeit" bedeutet (i) jede Verbindlichkeit, die in der Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft ist und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, (ii) jedes Schuldscheindarlehen sowie (in) jede Garantie oder sonstige Gewährleistung in Bezug auf eine solche Verbindlichkeit.

§ 3

ZINSEN, VERZUGSZINSSATZ UND ZINSTAGEQUOTIENT

(1) *Zinsen.* Falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind, werden die Schuldverschreibungen in Höhe ihres Nennbetrags mit dem in den Ergänzungsbedingungen genannten Zinssatz verzinst, der wie in den Ergänzungsbedingungen dargestellt berechnet wird. Ansonsten werden auf die Schuldverschreibungen keine periodischen Zinszahlungen geleistet. Die Emissionsrendite der [diskontierten] [akkumulierenden] Schuldverschreibungen beträgt **[maßgeblichen Zinssatz einfügen]** % *per annum*.

(2) *Verzugszinssatz.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, wird der ausstehende Nennbetrag der Schuldverschreibungen vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen¹ verzinst.

(3) *Zinstagequotient.* Sofern Zinsen zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten. **"Zinstagequotient"** bezeichnet im Hinblick auf die Berechnung eines Zinsbetrags auf eine Schuldverschreibung für einen beliebigen Zeitraum (der **"Zinsberechnungszeitraum"**):

[im Falle von verzinslichen Schuldverschreibungen mit periodischen Zinszahlungen und falls Actual/Actual (ICMA Regelung 251) anwendbar ist, einfügen: (a) wenn der Zinsberechnungszeitraum (einschließlich des ersten, aber ausschließlich des letzten Tages dieser Periode) kürzer ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten, aber ausschließlich des letzten Tages dieser Periode), geteilt durch das Produkt aus (i) der Anzahl der Tage in der Feststellungsperiode und (ii) der Anzahl der Feststellungstermine in einem Kalenderjahr; oder

(b) wenn der Zinsberechnungszeitraum (einschließlich des ersten, aber ausschließlich des letzten Tages dieser Periode) länger ist als die Feststellungsperiode, in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt aus (i) der Anzahl der Tage in dieser Feststellungsperiode und (ii) der Anzahl der Feststellungstermine in einem Kalenderjahr und (B) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch das Produkt aus (i) der Anzahl der Tage in dieser Feststellungsperiode und (ii) der Anzahl der Feststellungstermine in einem Kalenderjahr.

"Feststellungsperiode" ist die Periode ab einem Feststellungstermin (einschließlich desselben) bis zum nächsten Feststellungstermin (ausschließlich desselben). Die Anzahl der Feststellungstermine im Kalenderjahr (jeweils ein **Feststellungstermin**) beträgt **[Anzahl der regulären Zinszahlungstage im Kalenderjahr einfügen].**

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank für die Zeiträume ab dem 1. Januar bzw. ab dem 1. Juli eines jeden Jahres veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

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

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

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

§ 4 ZAHLUNGEN

(1) *Zahlungen*. Zahlungen in Bezug auf die Schuldverschreibungen erfolgen, nach Maßgabe des nachstehenden Absatzes (2), an das Clearing-System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing-Systems [im Fall einer **CGN einfügen**: gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Emissionsstelle].

(2) *Zahlungsweise*. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

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

(4) *Geschäftstag*. Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Geschäftstag**" jeden Tag (außer einem Samstag oder Sonntag), an dem das Clearing-System [sowie alle betroffenen Bereiche des vom Eurosystem betriebenen Echtzeit-Bruttoabwicklungssystem oder eines Nachfolgesystems ("**T2**") [und Geschäftsbanken und Devisenmärkte in [Frankfurt am Main] [und] [**Hauptfinanzplatz des Landes der Festgelegten Währung einfügen**] [und [**sonstiges Finanzzentrum einfügen**]] Zahlungen abwickeln.

(5) *Hinterlegungen*. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapitalbeträge oder Zinsbeträge (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit*. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu [**maßgeblichen Prozentsatz einfügen**] Prozent ihres Nennbetrags am [**Fälligkeitstag einfügen**] (der "**Fälligkeitstag**") zurückgezahlt.

(2) *Vorzeitige Rückzahlung nach Wahl der Emittentin*. Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, und dieses Wahlrecht ausübt, hat die Emittentin den Gläubigern eine Kündigung² gemäß § 10 und in Übereinstimmung mit den in den Ergänzungsbedingungen

² Die Mindestkündigungsfrist darf nicht weniger als fünf Geschäftstage betragen.

enthaltenen Bestimmungen zu übermitteln. Die Emittentin wird, nachdem sie wie vorstehend beschrieben gekündigt hat, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, an dem in den Ergänzungsbedingungen angegebenen Wahl-Rückzahlungstag oder einem der in den Ergänzungsbedingungen angegebenen Wahl-Rückzahlungstage und zu dem in den Ergänzungsbedingungen angegebenen Wahl-Rückzahlungspreis, der mit dem maßgeblichen Wahl-Rückzahlungstag korrespondiert, zurückzahlen.

§ 6

DIE EMISSIONSSTELLE[,] [UND] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLE]

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Emissionsstelle, die zugleich die Zahlstellenfunktion übernimmt, [und] [die anfänglich bestellte [n] [weitere [n]] [Zahlstelle [n]] [und die anfänglich bestellte Berechnungsstelle] und [deren] [ihre] anfänglich bezeichnete[n] Geschäftsstelle[n] laute [t][n] wie folgt:

Emissionsstelle:

[The Bank of New York Mellon, [Frankfurt Branch] [London Branch]]

[Namen und bezeichnete Geschäftsstelle der Emissionsstelle einfügen]

[Zahlstelle[n]:

[Namen und bezeichnete Geschäftsstelle der Zahlstelle(n) einfügen]]

[Falls die Emissionsstelle als Berechnungsstelle bestellt werden soll, einfügen: Die Emissionsstelle handelt auch als Berechnungsstelle.]

[Falls eine Berechnungsstelle bestellt werden soll, die nicht die Emissionsstelle ist, einfügen: Die Berechnungsstelle und ihre anfänglich bezeichnete Geschäftsstelle lauten:

Berechnungsstelle:

[Namen und Anschrift der Berechnungsstelle einfügen]]

Die Emissionsstelle [,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit mit Zustimmung der Emittentin [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen und dies gemäß § 10 bekannt zu machen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle [oder einer Zahlstelle] [oder der Berechnungsstelle] zu ändern oder zu beenden und eine andere Emissionsstelle [oder [eine] zusätzliche oder andere Zahlstelle[n]] [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt [(i)] eine Emissionsstelle unterhalten **[falls eine Berechnungsstelle bestellt werden soll, einfügen:** und (ii) eine Berechnungsstelle unterhalten]. Die Emittentin wird die Gläubiger von jeder Änderung, Abberufung, Bestellung oder jedem sonstigen Wechsel sobald wie möglich nach Eintritt der Wirksamkeit einer solchen Veränderung informieren.

(3) *Erfüllungsgehilfe[n] der Emittentin.* Die Emissionsstelle[,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [handelt] [handeln] ausschließlich als Erfüllungsgehilfe[n] der Emittentin und [übernimmt] [übernehmen] keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen [ihm] [ihnen] und den Gläubigern begründet.

§ 7

STEUERN

Alle Zahlungen von Kapital und Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind), die von der Emittentin auf die Schuldverschreibungen vorgenommen werden, werden ohne Abzug oder Einbehalt an der Quelle von

gegenwärtigen oder zukünftigen Steuern, Abgaben oder amtlichen Gebühren gleich welcher Art erfolgen, die von oder in dem Land, in dem die Emittentin ihren Hauptsitz oder Steuersitz hat, oder für dessen Rechnung oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "**Quellensteuern**" genannt), es sei denn, ein solcher Abzug oder Einbehalt an der Quelle ist gesetzlich vorgeschrieben. In diesem letzteren Fall wird die Emittentin die zusätzlichen Beträge an Kapital und Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) zahlen, die erforderlich sind, damit die den Gläubigern nach diesem Abzug oder Einbehalt an der Quelle zufließenden Nettobeträge jeweils den Beträgen an Kapital und Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) entsprechen, die ihnen zustehen würden, wenn der Abzug oder Einbehalt an der Quelle nicht erforderlich wäre (die "**zusätzlichen Beträge**"). Solche zusätzlichen Beträge sind jedoch nicht zahlbar wegen Steuern, Abgaben oder amtlicher Gebühren, die

- (a) von einer als Depotbank, Verwahrstelle oder Inkassobeauftragten des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) einen Einbehalt oder Abzug vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu dem Land, in dem die Emittentin ihren Hauptsitz oder Steuersitz hat, zu zahlen sind und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in dem Land, in dem die Emittentin ihren Hauptsitz oder Steuersitz hat, stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der das Land, in dem die Emittentin ihren Hauptsitz oder Steuersitz hat, oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die eine solche Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, einzubehalten oder abzuziehen sind; oder
- (d) aufgrund einer Rechtsänderung oder einer Änderung in der Rechtsanwendung zu zahlen sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 10 wirksam wird; oder
- (e) zahlbar sind, wenn die Schuldverschreibungen einer bestimmten Zahlstelle zur Zahlung vorgelegt werden, wenn sie einer anderen Zahlstelle ohne einen solchen Einbehalt oder Abzug zur Zahlung hätten vorgelegt werden können.

Zur Klarstellung: Die in der Bundesrepublik Deutschland nach dem Einkommensteuergesetz gemäß §§ 43 ff. EStG derzeit erhobene Kapitalertragsteuer, der darauf anfallende Solidaritätszuschlag sowie die gegebenenfalls darauf anfallende Kirchensteuer sind keine Steuern oder sonstige Abgaben im oben genannten Sinn, für die zusätzliche Beträge zu zahlen wären.

Unbeschadet sonstiger Bestimmungen dieser Emissionsbedingungen ist die Emittentin zum Abzug oder Einbehalt der Beträge berechtigt, die gemäß §§ 1471-1474 des U.S. Internal Revenue Code von 1986 (die Bestimmungen werden im Allgemeinen als "*Foreign Account Tax Compliance Act*" ("**FATCA**") bezeichnet), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen Rechtsordnung im Zusammenhang mit FATCA erlassenen Durchführungsvorschriften oder gemäß zwischen der Emittentin und dem U.S. Internal Revenue Service geschlossenen Verträgen erforderlich sind. Die Emittentin ist nicht verpflichtet, zusätzliche Beträge zu zahlen oder Gläubiger in Bezug auf Abzüge oder Einbehalte für oder im Zusammenhang mit FATCA auf andere Art und Weise schadlos zu halten, die von der Emittentin, einer ihrer Zahlstellen oder einem anderen Beteiligten als Folge davon abgezogen oder einbehalten wurden, dass eine andere Person als die Emittentin, einer ihrer Zahlstellen oder ein anderer Beteiligter nicht zum Empfang von Zahlungen ohne FATCA-Einbehalt berechtigt ist.

§ 8 VORLEGUNGSFRIST

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

§ 9 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Ausgabetermins, des Verzinsungsbeginns (falls die Schuldverschreibungen verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen sind) und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Schuldverschreibungen erhöhen.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis anzukaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten oder gemäß Absatz (2) zwecks Entwertung eingereichten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 10 MITTEILUNGEN

Alle Mitteilungen, die die Schuldverschreibungen betreffen, werden (i) an das Clearing-System zur Weiterleitung an die Gläubiger oder (ii) direkt an die Gläubiger gesandt. Mitteilungen über das Clearing-System gelten am siebten Tag nach dem Tag, an dem die Mitteilung an das Clearing-System erfolgt ist, an die Gläubiger direkt versandte Mitteilungen gelten mit ihrem Zugang als erfolgt.

§ 11 ANWENDBARES RECHT UND GERICHTSSTAND

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren sind die Gerichte in Frankfurt am Main, Deutschland.

§ 12 SPRACHE

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

Appendix 5b - Terms and Conditions

NON-BINDING ENGLISH LANGUAGE VERSION

The provisions of the following Terms and Conditions of the Notes (the "**Terms and Conditions**") apply to the Notes (as defined below) as completed, modified, supplemented or replaced, in whole or in part, by the terms set out in the Global Note (as defined below). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Global Note as if such information were inserted in the blanks of such provisions. Any provisions set out in the Global Note modifying, supplementing or replacing, in whole or in part, the provisions of these Terms and Conditions shall be deemed to so modify, supplement or replace the provisions of these Terms and Conditions. Alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions set out in the Global Note are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions. All provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms set out in the Global Note.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This series (the "**Series**") of bearer Notes (the "**Notes**") of Uniper SE ("**Uniper**" or the "**Issuer**") is being issued on [insert issue date] in [insert Specified Currency] (the "**Specified Currency**") in the aggregate principal amount of [in case the Global Note is an NGN insert: (subject to § 1(7))] [insert aggregate principal amount] in the denomination of [insert Specified Denomination] (the "**Specified Denomination**") and at an issue price of [insert issue price].

(2) *Supplementary Conditions.* If the Notes constitute interest bearing notes with periodic interest payments or notes subject to early redemption at the option of the Issuer, these Terms and Conditions will be supplemented by supplementary terms and conditions (the "**Supplementary Conditions**"). In case the Supplementary Conditions conflict with these Terms and Conditions, the provisions set out in the Supplementary Conditions shall supersede the relevant conflicting Terms and Conditions.

(3) *Global Note.* The Notes are represented by a global note (the "**Global Note**") [in case the Global Note is a CGN insert: in the form of a classical global note ("**CGN**")] [in case the Global Note is an NGN insert: in the form of a new global note ("**NGN**")] without interest coupons. The Global Note shall be signed [in case the Global Note is a CGN, which shall be executed by the Issuer itself, insert: by the Issuer] [in case the Global Note is a CGN, which shall be executed on behalf of the Issuer, insert: on behalf the Issuer] [in case the Global Note is an NGN insert: by or on behalf of the Issuer] [in case the Global Note is an NGN or a CGN, which shall be executed by the Issuer itself, insert: and shall be authenticated by or on behalf of the Fiscal Agent (as defined below).] Definitive Notes and interest coupons will not be issued.

(4) *Clearing System.* Each Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG ("**CBF**")] [Clearstream Banking, S.A. ("**CBL**")] [Euroclear Bank SA/NV ("**Euroclear**")] [in case the Global Note is kept in custody on behalf of both ICSDs insert: (CBL and Euroclear each acting as an "**International Central Securities Depository**" or "**ICSD**" (and together the "**ICSDs**"))] [,] [and] [specify other Clearing System].

[in case the Global Note is an NGN kept in custody on behalf of both ICSDs insert: The Global Note is kept in custody by a common safekeeper on behalf of both ICSDs.]

[in case the Global Note is a CGN kept in custody on behalf of both ICSDs insert: The Global Note is kept in custody by a common depository on behalf of CBL and Euroclear.]

(5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Global Note. Their transfer shall be effected in accordance with the provisions of the Clearing System.

(6) *References to Notes.* References herein to the "**Notes**" include (unless the context otherwise requires) references to any global note representing the Notes appertaining thereto.

[in case the Global Note is an NGN kept in custody on behalf of both ICSDs insert:

(7) *Records of the ICSDs.* The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest (in case the Notes constitute interest bearing Notes with periodic payments of interest) being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of such redemption, payment of interest (in case the Notes constitute interest bearing Notes with periodic payments of interest) or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total principal amount of the Notes so redeemed or purchased and cancelled.]

§ 2

STATUS, NEGATIVE PLEDGE

(1) *Status.* The payment obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated present and future obligations of the Issuer, unless such obligations are accorded priority under mandatory rules of law.

(2) *Negative Pledge.* So long as any Note remains outstanding, but only up to the time all amounts of principal and (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest have been placed at the disposal of the Fiscal Agent (as defined below), the Issuer undertakes not to create or permit to subsist any mortgage, charge, pledge, lien or other *in rem* encumbrance (together, the "**encumbrances in rem**") upon any or all of its present or future assets to secure any present or future Capital Market Indebtedness without at the same time, or prior thereto, securing the Notes equally and rateably therewith.

Sentence 1 of this subparagraph (2) does not apply to encumbrances *in rem* created to secure Capital Market Indebtedness, the purpose of which is to finance in whole or in part or to re-finance the acquisition, establishment or development of projects; provided that (i) the recourse of the holders of such Capital Market Indebtedness is limited to assets pertaining to such project (including any interests in project companies) and customary guarantees issued in accordance with market practice as the source of repayment; and (ii) the encumbrances *in rem* are created exclusively upon these assets.

"**Capital Market Indebtedness**" means any indebtedness which is, in the form of, or is represented by, any (i) bond, security, certificate or other instrument which is or is capable of being listed, quoted or traded on any stock exchange or in any securities market (including any over-the-counter market), (ii) certificates of indebtedness (*Schuldscheindarlehen*) and (iii) guarantee or other indemnity in respect of such indebtedness.

§ 3

INTEREST, DEFAULT RATE OF INTEREST AND DAY COUNT FRACTION

(1) *Interest.* If the Notes constitute interest bearing notes with periodic payments of interest the Notes shall bear interest on their principal amount at the rate of interest set out in the Supplementary Conditions, which

shall be calculated as described in the Supplementary Conditions. Otherwise, there will be no periodic payments of interest on the Notes. The amortisation yield of the [disounted] [accumulating] Notes shall be [insert relevant interest rate] per cent. *per annum*.

(2) *Default Rate of Interest*. If the Issuer shall fail to redeem the Notes when due, interest shall accrue on the outstanding principal amount of the Notes from (and including) the due date for redemption to (but excluding) the date of actual redemption of the Notes at the default rate of interest¹ established by law.

(3) *Day Count Fraction*. If interest is required to be calculated, such interest shall be calculated on the basis of the Day Count Fraction. "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[in case of interest bearing Notes with periodic interest payments and in case Actual/Actual (ICMA Rule 251) applies, insert: (a) if the Calculation Period (from (and including) the first day of such period to (but excluding) the last) is equal or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period (from (and including) the first day of such period to (but excluding) the last) divided by the product of (i) the number of days in such Determination Period and (ii) the number of Determination Dates that would occur in one calendar year; or

(b) if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of (A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (i) the number of days in such Determination Period and (ii) the number of Determination Dates that would occur in one calendar year, and (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (i) the number of days in such Determination Period and (ii) the number of Determination Dates that would occur in one calendar year.

"**Determination Period**" means the period from (and including) a Determination Date to (but excluding) the next Determination Date. The number of Determination Dates per calendar year (each a **Determination Date**) is [insert number of regular interest payment dates per calendar year].]

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

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

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

§ 4 PAYMENTS

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

(2) *Manner of Payment*. Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

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

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

¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank for the periods as of 1 January and 1 July, respectively, of each year, §§ 288 (1), 247 (1) German Civil Code.

entitled to (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest or other payment in respect of such delay. For these purposes, "**Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [as well as all relevant parts of the real time gross settlement system operated by the Eurosystem or any successor system ("**T2**") [and commercial banks and foreign exchange markets in [Frankfurt am Main] [and] [**insert principal financial centre of the country of the Specified Currency**] [and [**insert other financial centre**]] settle payments.

(5) *Deposits.* The Issuer may deposit with the Amtsgericht in Frankfurt am Main principal or (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at [**insert relevant percentage**] per cent. of their principal amount on [**insert Maturity Date**] (the "**Maturity Date**").

(2) *Early Redemption at the Option of the Issuer.* If the Notes are subject to early redemption at the option of the Issuer and the Issuer exercises such option, the Issuer shall give a notice of redemption² in accordance with § 10 and the provisions of the Supplementary Conditions to the Holders. The Issuer shall, after notice of redemption has been given as described above, redeem all, but not some only, of the Notes on the call redemption date set forth in the Supplementary Conditions or one of the call redemption dates set forth in the Supplementary Conditions and at the call redemption price which is set forth in the Supplementary Conditions and which corresponds with the relevant call redemption date.

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

(1) *Appointment; Specified Offices.* The initial Fiscal Agent, which shall also carry out paying agent duties [and] [[the] further initial Paying Agent[s]] [and the initial Calculation Agent] and [its] [their respective] initial specified office[s] [is] [are]:

Fiscal Agent:

[The Bank of New York Mellon, [Frankfurt Branch] [London Branch]]

[**insert name and specified office of the Fiscal Agent**]

[Paying Agent[s]:

[**insert name and specified office of the Paying Agent(s)**]]

[**if the Fiscal Agent is to be appointed as Calculation Agent insert:** The Fiscal Agent shall also act as Calculation Agent.]

[**if a Calculation Agent other than the Fiscal Agent is to be appointed insert:** The Calculation Agent and its initial specified office shall be:

Calculation Agent:

[**insert name and address of the Calculation Agent**]]

The Fiscal Agent [,] [and] [the Paying Agent[s]] [and the Calculation Agent] reserve[s] the right at any time to change, with the approval of the Issuer, [its] [their respective] specified office[s] to some other specified office in the same city upon giving notice thereof in accordance with § 10.

² The minimum notice period shall not be less than five Business Days.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [or any paying agent] [,] [or] [the Calculation Agent] and to appoint another Fiscal Agent [or additional or other paying agent[s]] [,] [or] [another calculation agent]. The Issuer shall at all times maintain [(i) a fiscal agent **[if any Calculation Agent is to be appointed insert: and (ii) a calculation agent]**]. The Issuer will give notice to the Holders of any variation, termination, appointment or any other change as soon as possible upon the effectiveness of such change.

(3) *Agent[s] of the Issuer.* The Fiscal Agent[,] [and] [the Paying Agent[s]] [,] [and the Calculation Agent] act[s] solely as agent[s] of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

§ 7 TAXATION

All payments of principal and (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest which are made by the Issuer on the Notes shall be made without deduction or withholding at source for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of the country in which the Issuer is domiciled or resident for tax purposes or by or on behalf of any political subdivision or authority therein or thereof having power to tax (in the following together "**Withholding Taxes**"), unless such deduction or withholding at source is required by law. In such latter event, the Issuer shall pay such additional amounts of principal and (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest as may be necessary in order that the net amounts received by the Holders after such deduction or withholding at source each shall equal the respective amounts of principal and (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest which would have been receivable had no such deduction or withholding at source been required (the "**Additional Amounts**"). Such Additional Amounts shall, however, not be payable on account of taxes, duties or governmental charges which

- (a) are payable by any person acting as custodian bank, or depository or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the country in which the Issuer is domiciled or resident for tax purposes and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the country in which the Issuer is domiciled or resident for tax purposes, or
- (c) are withheld or deducted pursuant to (i) any European Union directive or regulation concerning the taxation of interest income (in case the Notes constitute interest bearing Notes with periodic payments of interest), or (ii) any international treaty or understanding relating to such taxation and to which the country in which the Issuer is domiciled or resident for tax purposes or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty or understanding, or
- (d) are payable by reason of a change in law or practice that becomes effective more than 30 days after the relevant payment of principal or (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest becomes due, or is duly provided for and notice thereof is published in accordance with § 10, whichever occurs later, or
- (e) are payable because any Note was presented to a particular paying agent for payment if the Note could have been presented to another paying agent without any such withholding or deduction.

For the avoidance of doubt: Withholding tax on capital investment income (*Kapitalertragsteuer*) currently levied in the Federal Republic of Germany pursuant to §§ 43 et seq. of the German Income Tax Act (*Einkommensteuergesetz - EStG*), the solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable,

church tax (*Kirchensteuer*), shall not constitute a tax or duty for which Additional Amounts would have to be paid.

Notwithstanding any other provision in these Terms and Conditions, the Issuer shall be permitted to deduct or withhold any amounts required by sections 1471-1474 of the U.S. Internal Revenue Code of 1986 (the provisions commonly referred to as the "Foreign Account Tax Compliance Act" ("**FATCA**")) pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with FATCA, or pursuant to any agreement between the Issuer and the U.S. Internal Revenue Service. The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any deduction or withholding for or on account of FATCA by the Issuer, any paying agent or any other party as a result of any person other than the Issuer or an agent of the Issuer not being entitled to receive payments free of FATCA withholding.

§ 8

PRESENTATION PERIOD

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

§ 9

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes (except for, if so applicable, the issue date, (in case the Notes constitute interest bearing Notes with periodic payments of interest) interest commencement date and/or issue price) so as to form a single Series with and increase the aggregate principal amount of, the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

(3) *Cancellation.* All Notes redeemed in full or surrendered for cancellation pursuant to subparagraph (2) above shall be cancelled forthwith and may not be reissued or resold.

§ 10

NOTICES

All notices regarding the Notes shall be sent (i) to the Clearing System for communication by the Clearing System to the Holders or (ii) directly to the Holders. Notices via the Clearing System shall be deemed to be effected on the seventh day after the day on which the notice has been sent to the Clearing System, notices sent directly to the Holders shall be deemed to be effected upon their receipt.

§ 11

GOVERNING LAW AND PLACE OF JURISDICTION

(1) *Governing Law.* The Notes, both as to form and content, and all rights and obligations of the Holders and the Issuer shall in all respects be governed by German law.

(2) *Place of Jurisdiction.* The courts in Frankfurt am Main, Germany shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes.

§ 12

LANGUAGE

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

Appendix 6a - Muster der verbindlichen deutschsprachigen Ergänzungsbedingungen

Der Globalurkunde beizufügen, sofern die Schuldverschreibungen fest- oder variabel verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen oder Schuldverschreibungen sind, die eine vorzeitige Rückzahlung nach Wahl der Emittentin vorsehen]

UNIPER SE

Düsseldorf, Bundesrepublik Deutschland

Ergänzungsbedingungen zur Globalurkunde Nr. [●]

ISIN [●]

WKN [●]

Common Code [●]

[Sonstige Wertpapier-Kenn-Nr. [●]]

- fest- oder variabel verzinsliche Schuldverschreibungen mit periodischen Zinszahlungen **[Einzelheiten einfügen (einschließlich des Zinssatzes, der Methode zur Berechnung des Zinssatzes und der Zinszahlungstage)]**
- Schuldverschreibungen, die eine vorzeitige Rückzahlung nach Wahl der Emittentin vorsehen **[Einzelheiten einfügen (einschließlich Wahl-Rückzahlungstag(e) und Wahl-Rückzahlungspreis(en))]**

Appendix 6b - Form of non-binding English language Supplementary Conditions

[to be appended to the Global Note if the Notes represent fixed or floating rate interest bearing Notes with periodic payments of interest or Notes providing for an early redemption at the option of the Issuer]

UNIPER SE

Düsseldorf, Federal Republic of Germany

Supplementary Conditions Applicable to Global Note No. [●]

ISIN [●]

WKN [●]

Common Code [●]

[Other Security Identification No. [●]]

- Fixed or Floating Rate Interest Bearing Notes with Periodic Payments of Interest **[insert details (including the rate of interest, the method of calculating the interest and the interest payment dates)]**
- Notes Providing for an Early Redemption at the Option of the Issuer **[insert details (including call redemption date(s) and call redemption price(s))]**

Appendix 7 – Selling Restrictions

General

Each Dealer has represented and agreed (and each further Dealer to be appointed under the Programme will be required to represent and agree) that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute this Information Memorandum or any circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S. Each Dealer has represented and agreed (and each further Dealer to be appointed under the Programme will be required to represent and agree) that it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S.

Each Dealer has also represented and agreed (and each further Dealer to be appointed under the Programme will be required to represent and agree) that it has offered and sold the Notes, and will offer and sell the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "**distribution compliance period**"), only in accordance with Rule 903 of Regulation S.

Each Dealer has also agreed (and each further Dealer to be appointed under the Programme will be required to agree) that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Each Dealer has represented and agreed (and each further Dealer to be appointed under the Programme will be required to represent and agree) that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S.

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

United Kingdom:

Each Dealer has represented and agreed (and each further Dealer to be appointed under the Programme will be required to represent and agree) that:

- (a) (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
- (ii) it has not offered or sold and will not offer or sell the Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21

of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Japan:

Each Dealer has acknowledged and each further Dealer to be appointed under the Programme will be required to acknowledge that the Notes have not been, and will not be, registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "FIEA") and each Dealer has represented and agreed, and each further Dealer to be appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Appendix 8 – Names and Addresses

Issuer

Uniper SE
Holzstraße 6
40221 Düsseldorf
Federal Republic of Germany
Telephone No.: +49 211 4579 4595
Facsimile No.: +49 211 4579 2022
sven.miedek@uniper.energy
Attention: Sven Miedek

Arranger

Commerzbank AG
Kaiserstraße 16 (Kaiserplatz)
60311 Frankfurt am Main
Federal Republic of Germany
Telephone No.: +49 69 136 42333
Attention: ECP Desk

Dealers

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Avenida Cantabria S/N
Boadilla Del Monte
28660 Madrid
Spain
Telephone No.: +34 91 257 2097
Email: j.cabero@gruposantander.com
Attention: Jordi Cabero

Citigroup Global Markets Europe AG
Reuterweg 16
60323 Frankfurt am Main
Federal Republic of Germany
Telephone No.: +44 20 7986 9070
Facsimile: +44 20 7986 6837
Attention: Short-Term Fixed Income Desk

Commerzbank Aktiengesellschaft
Kaiserstraße 16 (Kaiserplatz)
60311 Frankfurt am Main
Federal Republic of Germany
Telephone No.: +49 69 136 42333
Attention: ECP Desk

Bayerische Landesbank
Brienner Str. 18
80333 München
Federal Republic of Germany
Telephone No.: +49 89 2171 28882
Facsimile No.: +49 89 2171 23856
Email: marion.legler@bayernlb.de
Attention: ECP Trading Desk

Citigroup Global Markets Limited
Citigroup Centre / Canada Square
Canary Wharf
London E14 5LB
United Kingdom
Telephone No.: +44 20 7986 9070
Facsimile: +44 20 7986 6837
Attention: Short-Term Fixed Income Desk

Landesbank Baden-Württemberg
Am Hauptbahnhof 2
70173 Stuttgart
Federal Republic of Germany
Telephone No.: + 49 711 127 48440
Facsimile No.: +49 711 127 66 48440
Attention: New Issues Department (3871/H)

ING Bank N.V.
Foppingadreef 7
1102 BD Amsterdam
The Netherlands
Telephone No.: +31 20 563 8181
Facsimile No.: +31 20 501 3888
Attention: ECP Desk/TRC 00.114

Fiscal Agents

The Bank of New York Mellon, Frankfurt Branch

MesseTurm
Friedrich-Ebert-Anlage 49
60327 Frankfurt am Main
Federal Republic of Germany
Telephone No.: +352 24 525 244
Facsimile No.: +352 24 524 204
Email: LUXMBT-CT_Frankfurt@bnymellon.com
Copy: corpsov2@bnymellon.com
Attention: Corporate Trust Administration – Uniper SE

The Bank of New York Mellon, London Branch

One Canada Square
London E14 5AL
United Kingdom
Telephone No.: +44 1202 689597
Facsimile No.: +44 1202 689849
Copy to: +44 207 964 2536 (Facsimile)
Attention: Corporate Trust Administration – Uniper SE

Legal Advisor to the Dealers

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Bockenheimer Landstraße 20
60323 Frankfurt am Main
Germany