

Final Terms

dated 31 January 2020

UniCredit Bank AG

Legal Entity Identifier (LEI): 2ZCNRR8UK83OBTEK2170

Public offer of

Express Classic Worst-of Certificates on a basket of shares (Alphabet Inc., Facebook Inc.)

(the "**Securities**")

under the

Base Prospectus for Securities with Multi-Underlying (without capital protection) dated 23 December 2019

under the

Euro 50,000,000,000

Debt Issuance Programme of
UniCredit Bank AG

*These final terms (the "**Final Terms**") have been prepared for the purposes of Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). The Final Terms must be read in conjunction with the Base Prospectus of UniCredit Bank AG (the "**Issuer**") for Securities with Multi-Underlying (without capital protection) dated 23 December 2019 (the "**Base Prospectus**") and in any supplements thereto pursuant to Article 23 of the PR (the "**Supplements**") in order to obtain all the relevant information.*

The Base Prospectus, the documents incorporated by reference into the Base Prospectus, any Supplements and these Final Terms are published in accordance with Article 21 of the PR on www.investimenti.unicredit.it (for investors in Italy) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function).

An issue specific summary is annexed to these Final Terms.

The validity of the above mentioned Base Prospectus dated 23 December 2019, under which the Securities described in these Final Terms are issued, ends on 23 December 2020. From this point in time, these Final Terms are to be read together with the latest Base Prospectus for Securities with Multi-Underlying (without capital protection) of UniCredit Bank AG (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these securities have initially been issued) which follows the Base Prospectus dated 23 December 2019. The latest Base Prospectus for Securities with Multi-Underlying (without capital protection) of UniCredit Bank AG will be published on www.investimenti.unicredit.it (Info/Documentazione/Programmi di Emissione) (for investors in Italy).

SECTION A – GENERAL INFORMATION

Product Type:

Worst-of Express Securities with cash settlement (Product Type 3) (with date-related Barrier observation)

Offer and Sale of the Securities:

Information on the offer:

The Securities are offered starting from the 31 January 2020 within a Subscription Period.

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

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

Information on the Subscription Period:

Subscription Period: 31 January 2020 to 26 February 2020.

Minimum amount for subscription: 1 Certificate

Issue Date of the Securities:

Issue Date: 28 February 2020

Issue Volume of the Securities:

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

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

Potential investors, offering countries:

The Securities will be offered to qualified investors, retail investors and/or institutional investors by way of a public offering.

A public offer will be made in Italy.

Delivery:

Delivery against payment

Other information regarding the offer and sale of the Securities:

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

Issue Price of the Securities, costs:

Issue Price of the Securities, pricing:

Issue Price: EUR 1,000

Selling concession:

An upfront fee in the amount of 2.25 % is included in the Issue Price.

Other commissions, costs and expenses:

The product specific initial costs contained in the issue price amount to EUR 29.93.

Admission to trading and listing:**Admission to trading:**

Not applicable. No application for the Securities to be admitted to trading has been made.

Admission to multilateral trading facilities:

However, application to trading will be made with effect from 6 March 2020 on the following multilateral trading facilities (MTF): EuroTLX, organised and managed by Borsa Italiana S.p.A..

The UniCredit Bank AG (the "**Market Maker**") undertakes to provide liquidity in accordance with the market making rules of Borsa Italiana S.p.A., where the Securities are expected to be traded. The obligations of the Market Maker are regulated by the rules of Borsa Italiana S.p.A.. Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and offer quotes not higher than 1 %.

Consent to the use of the Base Prospectus:

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

Offer Period:

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

Offering countries:

The consent is given in relation to Italy.

Conditions of the consent:

The Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the following conditions:

- (i) Each financial intermediary using the Base Prospectus must ensure that it observes all applicable laws and complies with the Selling Restrictions and the Terms and Conditions.
- (ii) The consent to the use of the Base Prospectus has not been revoked by the Issuer.

In addition, the Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is given under the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms commits itself to comply with any information and notification requirements under investment laws and regulations with regard to the Underlying or its Components. This commitment is made by the publication of the financial intermediary on its website stating that the Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

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

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

With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on the Borsa Italiana S.p.A.. The Issuer is also the arranger and the Calculation Agent of the Securities.

Additional information:

Not applicable

SECTION B – CONDITIONS

PART A - GENERAL CONDITIONS OF THE SECURITIES

§ 1

Form, Book Entry, Clearing System

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank AG (the "**Issuer**") will be issued as certificates in dematerialized registered form pursuant to these Terms and Conditions with a Nominal Amount in the Specified Currency.
- (2) *Book Entry:* The Securities are registered in the books of the Clearing System, in accordance with the Legislative Decree no. 58 of 24 February 1998, as amended (*Testo Unico della Finanza*, "**Consolidated Law on Financial Intermediation**") and with the rules governing central depositories, settlement services, guarantee systems and related management companies, issued by the Bank of Italy and by the Italian securities regulator 'Commissione Nazionale per le Società e la Borsa' (CONSOB) on 22 February 2008, as amended. No physical document of title will be issued to represent the Securities, without prejudice to the right of the Security Holder to obtain the issuance of the certification as per Sections 83-*quinquies* and 83-*novies*, paragraph 1, lett. b) of the Consolidated Law on Financial Intermediation. The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System ("**Account Holders**"). As a consequence, the respective Security Holder who from time to time is the owner of the account held with an Account Holder will be considered as the legitimate owner of the Securities and will be authorised to exercise all rights related to them, in accordance with the Terms and Conditions of the Securities and applicable provisions of law.

§ 2

Principal Paying Agent, Paying Agent, Calculation Agent

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

obligations towards or relationship of mandate or trust for or with any of the Security Holders. For the avoidance of doubt, Section 1395 of the Italian Civil Code (*Codice Civile*, "CC") shall not apply in respect of any acts of the Principal Paying Agent.

§ 3

Taxes

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

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

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

§ 4

Status

The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, *pari passu* with all other unsecured unsubordinated present and future obligations of the Issuer.

§ 5

Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
 - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
 - (b) the Issuer and the New Issuer have obtained all authorizations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
 - (c) the Issuer and the New Issuer may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New

Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities,

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

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

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

§ 6

Notices

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

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

- (2) In addition, the Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Security Holders. Any such notice shall be deemed to have been given to the Security Holders on the seventh day after the day on which the said notice was given to the Clearing System.

Any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

§ 7

Issuance of additional Securities, Repurchase

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

§ 8

(intentionally omitted)

§ 9

Partial Invalidity, Corrections

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors, inaccuracies and inconsistencies:* The Issuer may amend these Terms and Conditions without having to obtain the prior consent of the Security Holders, provided that such amendments (i) do not prejudice the rights or interests of the Security Holders and (ii) are aimed at correcting a manifest or obvious error, or at removing inaccuracies or inconsistencies from the text. Any notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with Section 6 of these Terms and Conditions.

§ 10

Applicable Law, Choice of Forum

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy.
- (2) *Choice of Forum:* To the extent permitted by law, all disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the Tribunal of Milan, Italy.

PART B – PRODUCT AND UNDERLYING DATA

(the "**Product and Underlying Data**")

§ 1

Product Data

First Trade Date: 20 January 2020

Issue Date: 28 February 2020

N: 2

Nominal Amount: EUR 1,000

Specified Currency: Euro ("**EUR**")

Website for Notices: www.investimenti.unicredit.it

Website of the Issuer: www.investimenti.unicredit.it

Table 1.1:

ISIN	WKN	Reuters	Series Number	Tranche Number	Issue Volume of Series in units	Issue Volume of Tranche in units	Issue Price
DE000HV498K2	HV498K	DEHV498K=HVBG	PI009772	1	50,000 Certificates	50,000 Certificates	EUR 1,000

Table 1.2:

ISIN	Basket Component _i	Reference Price _i	Barrier Level	Strike	Final Redemption Level	Final Redemption Amount	Maximum Amount
DE000HV498K2	i = 1 Alphabet Inc. i = 2 Facebook Inc.	i = 1 Closing Price i = 2 Closing Price	70 %	100 %	95 %	EUR 1,000	EUR 1,217

Table 1.3:

ISIN	Initial Observation Date	Final Observation Date	Barrier Observation Date	Expiry Date (Data di Scadenza)	Final Payment Date
DE000HV498K2	27.02.2020	21.08.2023	21.08.2023	28.08.2023	28.08.2023

Table 1.4:

k	Observation Date (k)	Early Redemption Amount (k)	Early Redemption Level _i (k)	Early Payment Date (k)
1	21.08.2020	EUR 1,031.00	95 %	28.08.2020
2	19.02.2021	EUR 1,062.00	95 %	26.02.2021
3	23.08.2021	EUR 1,093.00	95 %	30.08.2021
4	18.02.2022	EUR 1,124.00	95 %	28.02.2022
5	22.08.2022	EUR 1,155.00	95 %	29.08.2022
6	21.02.2023	EUR 1,186.00	95 %	28.02.2023

§ 2

Underlying Data

Basket Component_i	Currency of the Basket Component_i	WKN_i	ISIN_i	Reuters_i	Bloomberg_i	Relevant Exchange_i	Website_i
Alphabet Inc.	USD	A14Y6H	US02079K1079	GOOG.OQ	GOOG UW <Equity>	NASDAQ/NGS (GLOBAL SELECT MARKET)	investor.google.com
Facebook Inc.	USD	A1JWVX	US30303M1027	FB.OQ	FB UW <Equity>	NASDAQ/NGS (GLOBAL SELECT MARKET)	investor.fb.com

For further information about the past and future performance of the Basket Components and their volatility, please refer to the Website as specified in the table.

PART C – SPECIAL CONDITIONS OF THE SECURITIES

(the "**Special Conditions**")

§ 1

"Adjustment Event" means each of the following events:

- (a) each measure taken by the company that has issued the respective Basket Component, or by a third party, which would – due to a change in the legal and financial position, in particular a change in the company's fixed assets and capital, affect the respective Basket Component, not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation); whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) an early termination performed by the respective Determining Futures Exchange, of the there traded Derivatives of the respective Basket Component;
- (c) an adjustment performed by the respective Determining Futures Exchange, of the there traded Derivatives of the respective Basket Component;
- (d) a Hedging Disruption occurs;
- (e) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the respective Basket Component; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") are open for business.

"Barrier Event" means that the Worst Performance (b) on the respective Barrier Observation Date is less than the Barrier Level.

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

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

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

"Calculation Date" means each day on which the Reference Price_i is published by the respective Relevant Exchange_i.

"Call Event" means Share Call Event.

"Change in Law" means that due to

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

if such changes become effective on or after the First Trade Date,

the holding, acquisition or sale of the respective Basket Component_i or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer.

The Issuer determines acting in accordance with relevant market practice and in good faith whether this is the case.

"Clearance System" means the principal domestic clearance system customarily used for settling trades with respect to the respective Basket Component_i as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

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

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

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

"Determining Futures Exchange_i" means the options and/or futures exchange, on which respective derivatives of the respective Basket Component_i (the **"Derivatives"**) are mostly liquidly traded, such options and/or futures exchange shall be determined by the Calculation Agent, acting in accordance with relevant market practice and in good faith, by way of notice pursuant to § 6 of the General Conditions.

In the case of a material change in the market conditions at the Determining Futures Exchange_i, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component_i at the Determining Futures Exchange_i or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange_i by another options and/or futures exchange that offers satisfactorily liquid trading in the Derivatives (the **"Substitute Futures Exchange_i"**); such options and/or futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Determining Futures Exchange_i in these Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange_i.

"Early Payment Date (k)" means the "Early Payment Date (k)" as specified in § 1 of the Product and Underlying Data.

"Early Redemption Amount (k)" means the "Early Redemption Amount (k)" as calculated or specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"Early Redemption Event" means that each Performance of the Basket Component_i (k) is equal to or greater than the respective Early Redemption Level_i (k).

"Early Redemption Level_i (k)" means the Early Redemption Level_i (k) as specified in § 1 of the Product and Underlying Data.

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

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

"Final Redemption Event" means that the Worst Performance (final) is equal to or greater than the Final Redemption Level.

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

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

"Hedging Disruption" means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith; or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date.

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

"K_i (initial)" means the Reference Price_i on the Initial Observation Date.

"K_i (b)" means the Reference Price_i on the respective Barrier Observation Date.

"K_i (k)" means the Reference Price_i on the respective Observation Date (k).

"K_i (final)" means the Reference Price_i on the Final Observation Date.

"Market Disruption Event" means each of the following events:

- (a) the failure of the respective Relevant Exchange_i to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the respective Basket Component_i on the respective Relevant Exchange_i;
- (c) in general the suspension or restriction of trading in a Derivative of the respective Basket Component_i on the respective Determining Futures Exchange_i;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component_i and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange_i or, as the case may be, the respective Determining Futures Exchange_i, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Relevant Exchange_i or, as the case may be, the respective Determining Futures Exchange_i.

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

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

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

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

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

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

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

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

"Performance of the Basket Component_i (b)" means the Performance of the Basket Component_i on the respective Barrier Observation Date according to the following formula:

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

"Performance of the Basket Component_i (k)" means the Performance of the Basket Component_i on the respective Observation Date (k) according to the following formula:

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

"Performance of the Basket Component_i (final)" means the Performance of the Basket Component_i on the Final Observation Date according to the following formula:

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

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

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

"Reference Price_i" means the Reference Price of the relevant Basket Component_i as specified in § 1 of the Product and Underlying Data.

"Relevant Exchange_i" means the respective Relevant Exchange_i as specified in § 2 of the Product and Underlying Data.

In the case of a material change in the market conditions at the respective Relevant Exchange_i, such as a final discontinuation of the quotation of the respective Basket Component_i at the respective Relevant Exchange_i and the quotation at a different stock exchange or considerably restricted number or liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the respective Basket Component_i (the **"Substitute Exchange"**); such exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In this case, any reference to the Relevant Exchange_i in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.

"Security Holder" means the holder of a Security.

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

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

"Share Call Event" means each of the following events:

- (a) the quotation of the respective Basket Component_i at the Relevant Exchange_i is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the quotation of the respective Basket Component_i at the Relevant Exchange_i no longer occurs in the Currency of the Basket Component_i;
- (c) a Change in Law occurs.

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

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

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

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

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

"Worst Performance (b)" means the Performance of the Basket Component_j (b) specified as follows:

Performance of the Basket Component_j (b) = $\min [K_i (b) / K_i (\text{initial})]$ (with $i = 1, \dots, N$)

"Worst Performance (final)" means the Performance of the Basket Component_j (final) specified as follows:

Performance of the Basket Component_j (final) = $\min [K_i (\text{final}) / K_i (\text{initial})]$ (with $i = 1, \dots, N$)

§ 2

Interest

Interest: The Securities do not bear interest.

§ 3

Redemption, Automatic Early Redemption

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

§ 4

Redemption Amount, Early Redemption Amount

- (1) *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:
 - If a Final Redemption Event and no Barrier Event have occurred, the Redemption Amount corresponds to the Maximum Amount.
 - If no Final Redemption Event and no Barrier Event have occurred, the Redemption Amount corresponds to the Final Redemption Amount.
 - If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x Worst Performance (final) / Strike

However, in this case the Redemption Amount is not greater than the Nominal Amount.

- (2) *Early Redemption Amount:* The Early Redemption Amount (k) for an Early Payment Date (k) is specified in § 1 of the Product and Underlying Data.

§ 5

Issuer's Extraordinary Call Right

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

The "**Cancellation Amount**" shall be the fair market value of the Securities as of the tenth Banking Day before the extraordinary call becomes effective, determined by the Calculation Agent acting in accordance with relevant market practice and in good faith under then prevailing circumstances.

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

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

§ 6

Payments

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.
- (2) *Business day convention:* If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such a payment.

- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the legal interest rate (*Saggio degli Interessi legali*), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

§ 7

Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.

Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.

- (2) *Discretionary valuation:* Should the Market Disruption Event continue for more than 30 consecutive Banking Days the Calculation Agent shall determine, acting in accordance with relevant market practice and in good faith, the respective Reference Price required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such Reference Price shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Munich local time) on this 31st Banking Day, taking into account the financial position of the Security Holders.

If within these 30 Banking Days traded Derivatives of the Basket Component_i expire and are settled on the Determining Futures Exchange_i, the settlement price established by the Determining Futures Exchange_i for the there traded Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. In that case, the expiration date for those Derivatives is the respective Observation Date.

§ 8

Adjustments, Replacement Specification

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the respective Basket Component_i, the Ratio_i and/or all prices of the Basket Components, which have been specified by the Calculation Agent) and/or all prices of the Basket Components determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in such a way that the financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent acting in accordance with relevant market practice and in good faith. Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange_i to the there traded Derivatives linked to the respective Basket Component_i, and the remaining term of the Securities as well as the latest available price of the respective Basket Component_i. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange_i, no adjustments were made to the Derivatives linked to the respective Basket Component_i, the Terms and Conditions of these Securities regularly remain

unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.

- (2) *Replacement Specification:* If a price of the respective Basket Component, published by the Relevant Exchange, pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Relevant Exchange, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish the respective value by using the Corrected Value (the "**Replacement Specification**") pursuant to § 6 of the General Conditions.

UniCredit Bank AG

Summary

Section 1 – Introduction containing warnings

This summary should be read as an introduction to the Prospectus.

Investors should base any decision to invest in the Securities on a consideration of the Prospectus as a whole.

Investors could lose all or part of the invested capital.

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

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

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

Securities: Express Classic Worst-of Certificates on a basket of shares (Alphabet Inc., Facebook Inc.) (ISIN: DE000HV498K2)

Issuer: UniCredit Bank AG (the "**Issuer**" or "**HVB**" and HVB, together with its consolidated subsidiaries, the "**HVB Group**"), Arabellastr. 12, 81925 Munich, Federal Republic of Germany. Phone number: +49 89 378 17466 – Website: www.hypovereinsbank.de. The Legal Entity Identifier (LEI) of the Issuer is: 2ZCNRR8UK83OBTEK2170.

Competent authority: Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt, Federal Republic of Germany. Phone number: +49 (0)228 41080.

Date of approval of the Prospectus: Base Prospectus of UniCredit Bank AG for Securities with Multi-Underlying (without capital protection) dated and approved by BaFin on 23 December 2019 (the "**Prospectus**").

Section 2 – Key information on the Issuer

Who is the Issuer of the Securities?

UniCredit Bank AG is the legal name. HypoVereinsbank is the commercial name of the Issuer. HVB has its registered office at Arabellastr. 12, 81925 Munich, was incorporated in Germany and is registered with the Commercial Register at the Local Court (*Amtsgericht*) in Munich under number HRB 42148, incorporated as a stock corporation under the laws of the Federal Republic of Germany. The LEI is 2ZCNRR8UK83OBTEK2170.

Principal Activities

HVB offers a comprehensive range of banking and financial products and services to private, corporate and public sector customers, international companies and institutional customers.

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

In the private banking and wealth management customer segments, HVB offers comprehensive financial and asset planning.

Major Shareholders

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

Key Managing Directors

The Management Board (*Vorstand*) consists of seven members: Sandra Betocchi Drwenski (Chief Operating Officer), Markus Beumer (Commercial Banking - Unternehmer Bank), Dr. Emanuele Buttà (Commercial Banking – Private Clients Bank), Ljiljana Čortan (Chief Risk Officer), Dr. Michael Diederich (Spokesman of the Management Board, Human Capital/Arbeit und Soziales), Jan Kupfer (Corporate & Investment Banking) and Guglielmo Zadra (Chief Financial Officer).

Statutory Auditors

Deloitte GmbH Wirtschaftsprüfungsgesellschaft, the independent auditor (*Wirtschaftsprüfer*) of HVB, has

audited the consolidated financial statements (*Konzernabschluss*) of HVB Group for the financial year ended 31 December 2017 and for the financial year ended 31 December 2018 and the unconsolidated financial statements of HVB for the financial year ended 31 December 2017 and for the financial year ended 31 December 2018 and has in each case issued an unqualified audit opinion thereon.

What is the key financial information regarding the Issuer?

Income statement for credit institutions

	1/1/2018 – 31/12/2018	1/1/2017 – 31/12/2017	1/1/2019 – 30/06/2019	1/1/2018 – 30/06/2018
Net interest income	€2,484m	€2,541m	€1,149m	€1,244m
Net fees and commissions	€1,014m	€1,103m	€488m	€543m
Credit impairment losses IFRS 9 / Net-write-downs of loans and provisions for guarantees and commitments IAS 39 (2017)	- €16m	-€195m	-€80m	€101m
Net trading income	€693m*	€928m	€338m	€378m
Operating profit	€1,603m	€1,712m	€752m	€813m
Profit after tax	€238m	€1,336m	€603m	€262m
Earnings per share	0.29	1.66	0.75	0.33

* Reduction of trading income due to the initial adoption of IFRS 9 as of 1 January 2018.

Balance sheet for credit institutions

	1/1/2018 – 31/12/2018	1/1/2017 – 31/12/2017	1/1/2019 – 30/06/2019 ³
Total assets	€286,688m	€299,060m	€294,552m
Senior debt ¹	€24,128m	€25,291m	€26,400m
Subordinated debt ²	€545m	€574m	€464m
Loans and receivables with customers (at cost)	€133,706m	€121,178m	€139,173m
Deposits from customers	€121,038m	€124,284m	€119,813m
Total equity	€17,751m	€18,874m	€17,608m
Common Equity Tier 1 capital (CET1) ratio	19.9%	21.1%	19.4%
Total Capital Ratio	20.6%	22%	20%
Leverage Ratio calculated under applicable regulatory framework	4.9%	5.1%	4.9%

¹ Balance sheet item "Debt securities in issue" minus subordinated debt (30/6/2019: Debt securities in issue total € 26,551m minus subordinated capital €151m; 31/12/2018: Debt securities in issue total € 24,360m minus subordinated capital €232m; 31/12/2017: Debt securities in issue total € 25,552m minus subordinated capital €261m)

² Comprised subordinated capital of the balance sheet items "Deposits from banks" and "Debt securities in issue"

³ Unaudited

For further details see the Annual Report 2018, note "76 Debt securities in issue" and note "85 subordinated capital".

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

Potential investors should be aware that in the case of the occurrence of one of the below mentioned risk factors the Securities may decline in value and that they may sustain a total loss of their investment.

The following risks are key risks specific to the Issuer:

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

Risks related to the Issuer's specific business activities: Risks arising from the normal business activities of HVB Group, which involve credit risk in the lending business, market risk in the trading business as well as risks from other business areas like the real estate and financial investment business activities of HVB Group could have an adverse impact on HVB Group's profitability and financial position.

General risks related to the Issuer's business operations: Risks from unexpected negative changes in the business volume and/or margins (that are not attributed to other risk types), from inadequate or failed internal processes, systems and people or from external events as well as risks caused by adverse reactions of stakeholders due to their altered perception of the bank could result in potential losses and/or a reduction of the fair value of the bank.

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

Strategic and macroeconomic risk: Risks resulting from management either not recognising early enough or not correctly assessing significant developments or trends in the Bank's environment and risks arising from negative economic developments in Germany and on the international financial and capital markets could have a negative effect on the assets, liabilities, financial position and profit or loss of HVB Group.

Section 3 – Key information on the Securities

What are the main features of the Securities?

Product Type, Underlying and form of the Securities

Product Type: Worst-of Express Securities with cash settlement (with date-related Barrier observation)

Underlying: Alphabet Inc. (ISIN: US02079K1079); Facebook Inc. (ISIN: US30303M1027)

The Securities are issued as debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (*Testo Unico della Finanza*). The Securities will be represented by book entry and registered in the books of the Clearing System. The transfer of the Securities operates by registration on the relevant accounts opened in the Clearing System. The international securities identification number (ISIN) of the Securities is set out in Section 1.

Issuance, Nominal Amount and Term

The Securities will be issued on 28 February 2020 in Euro (the "**Specified Currency**"), with a Nominal Amount of EUR 1,000. The Securities have a definite term.

Automatic early redemption on the Early Payment Dates (k)

The Worst-of Express Securities will be redeemed early on the relevant Early Payment Date (k), if an Early Redemption Event occurs. On the relevant Early Payment Date (k), the Security Holder receives the Early Redemption Amount (k).

An Early Redemption Event means that the Performance of all Basket Components_i on the respective Observation Date (k) is **equal to or greater** than the Early Redemption Level_i (k) applicable to the Basket Components_i. The Performance of the Basket Components_i on the respective Observation Date (k) is calculated by dividing the Reference Price of the Basket Component_i on the respective Observation Date (k) by the Initial Reference Price of the Basket Component_i.

k	Early Payment Date (k)	Early Redemption Amount (k)	Early Redemption Level _i (k)	Observation Date (k)
1	28.08.2020	EUR 1,031.00	95 %	21.08.2020
2	26.02.2021	EUR 1,062.00	95 %	19.02.2021
3	30.08.2021	EUR 1,093.00	95 %	23.08.2021
4	28.02.2022	EUR 1,124.00	95 %	18.02.2022
5	29.08.2022	EUR 1,155.00	95 %	22.08.2022
6	28.02.2023	EUR 1,186.00	95 %	21.02.2023

Redemption as at Final Payment Date

If the Worst-of Express Securities are not redeemed early the Worst-of Express Securities will be redeemed on the Final Payment Date as follows:

- (A) A Barrier Event **has not** occurred and a Final Redemption Event **has** occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Maximum Amount.
- (B) A Barrier Event **has not** occurred and a Final Redemption Event **has not** occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Final Redemption Amount.
- (C) A Barrier Event **has** occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated as the Nominal Amount multiplied by a quotient. The quotient is formed by dividing the Worst Performance (final) by the Strike.

If a Barrier Event has occurred, the Redemption Amount is **not greater** than the Nominal Amount.

Additional definitions and product terms

Barrier Event means that the Worst Performance (b) is lower than the Barrier Level on the respective Barrier Observation Date.

Final Redemption Event means that the Worst Performance (final) is equal to or greater than the Final Redemption Level on the Final Observation Date.

Final Reference Price means the Reference Price on the Final Observation Date.

Initial Reference Price means the Reference Price on the Initial Observation Date.

Worst Performance (b) will be determined by measuring the performance of each Basket Component_i which is formed by dividing the respective Reference Price on the Barrier Observation Date by the respective Initial Reference Price. The worst performing Basket Component_i on the Barrier Observation Date will be such Basket Component_i with the lowest value of such quotient.

Worst Performance (final) will be determined by measuring the performance of each Basket Component_i which is formed by dividing the respective Final Reference Price by the respective Initial Reference Price. The worst performing Basket Component_i will be such Basket Component_i with the lowest value of such quotient.

Basket Component _i	Reference Price _i	Barrier Level	Strike	Final Redemption Level	Final Redemption Amount	Maximum Amount
Alphabet Inc. Facebook Inc.	i = 1 Closing Price i = 2 Closing Price	70 %	100 %	95 %	EUR 1,000	EUR 1,217

Initial Observation Date	Final Observation Date	Barrier Observation Date	Final Payment Date
27.02.2020	21.08.2023	21.08.2023	28.08.2023

Extraordinary termination right: The Issuer has the right to extraordinary terminate the Securities at the fair market value of the Securities upon the occurrence of certain Call Events (for example, if price quotation of the Basket Component_i on the relevant exchange is finally ceased).

Adjustment right: The Terms and Conditions of the Securities may be adjusted by the Calculation Agent if an Adjustment Event occurs (for example, the company that issued the Basket Component_i performs a corporate action).

Status of the Securities: The obligations under the Securities constitute direct and unsecured obligations of the Issuer and rank *pari passu* with all other unsecured and unsubordinated obligations of the Issuer. In the case of a resolution (bail-in), the Securities will, within the liability cascade, be considered only after all non-preferred liabilities of the Issuer.

Where will the Securities be traded?

No application for the Securities to be admitted to trading on a regulated market has been made. However, application to trading will be made with effect from 6 March 2020 on the following multilateral trading facilities (MTF): EuroTLX, organised and managed by Borsa Italiana S.p.A.

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

The specific risk factors related to the Securities, which in the view of the Issuer are material, are described below:

Risk related to the rank and characteristic of the Securities in the case of a failure of the Issuer: The Security Holders bear the risk of the insolvency of the Issuer. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail.

Specific Risks related to the payment profile of the Securities: There is the particular risk that the price of the Basket Component, with the worst performance falls during the term of the Securities and consequently the Security Holder will suffer a significant loss of his invested capital. A total loss is possible.

Risks arising from the Terms and Conditions of the Securities: The Security Holders bear a risk of loss if the Securities are terminated by the Issuer. The Securities will then be redeemed at their fair market value of the Securities. This may be lower than the amount that the Security Holder would have received if there had been no extraordinary termination of the Securities. In addition, Security Holders bear a reinvestment risk. Moreover, the Security Holders bear a risk of loss if an adjustment of the Terms and Conditions is made or if a market disruption occurs.

Risks related to the investment in, the holding and selling of the Securities: The Security Holders bear the risk that the market price of the Securities may be subject to severe fluctuations during the term of Securities and that the Security Holder is not able to purchase or to sell the Securities at a specific time or for a specific price.

Risks related to Shares as Underlying: The Securities are associated with similar risks for the Security Holders as in case of a direct investment in the shares specified as Underlying. The price of a share can fall sharply or it can become worthless, e.g. due to the insolvency of the issuer of the share.

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

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

Day of the first public offer:	31 January 2020	Offering country:	Italy
Issue Price:	EUR 1,000	Potential Investors:	qualified investors, retail investors and/or institutional investors
Issue Date:	28 February 2020	Smallest tradeable unit:	1
Smallest transferable unit:	1		

As of the day of the first public offer the Securities described in the Final Terms will be offered on a continuous basis. The continuous offer will be made on current ask prices provided by the Issuer. The public offer may be terminated by the Issuer at any time without giving any reason.

Costs charged by the Issuer: The product specific Initial Costs contained in the Issue Price amount to EUR 29.93. Other commissions, costs and expenses, which are charged by a third party, shall be requested there.

Why is this Prospectus being produced?

Use of proceeds: The net proceeds from each issue of Securities will be used by the Issuer for making profit and/or hedging certain risks.

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

Material conflicts of interest with regard to the offer: The Issuer may enter into further transactions and business relationships which may adversely affect the Securities. In addition, the Issuer may have non-public information about the Underlying. There is no obligation to disclose this information to the Security Holders. With regard to trading of the Securities, the Issuer has a conflict of interest being also the Market Maker on the Borsa Italiana - EuroTLX (MTF) and thus, for example, may determine the prices of the Securities. The Issuer is the arranger, Calculation and Paying Agent for the Securities. Distributors may receive inducements from the Issuer.

Nota di sintesi

Sezione 1 – Introduzione contenente avvertenze

La presente nota di sintesi va letta come un'introduzione al Prospetto. Qualsiasi decisione di investire nei Titoli dovrebbe basarsi sull'esame del Prospetto completo da parte degli investitori.

Gli investitori potrebbero incorrere in una perdita totale o parziale del capitale investito.

Qualora sia proposto un ricorso dinanzi all'organo giurisdizionale in merito alle informazioni contenute nel presente Prospetto, l'investitore ricorrente potrebbe essere tenuto, a norma del diritto nazionale, a sostenere le spese di traduzione del Prospetto (ivi incluso qualunque supplemento nonché le Condizioni Definitive (*Final Terms*)) prima dell'inizio del procedimento.

La responsabilità civile incombe esclusivamente sulle persone che hanno presentato la nota di sintesi, comprese le sue eventuali traduzioni, ma soltanto se tale nota di sintesi risulti fuorviante, imprecisa o incoerente se letta insieme con le altre parti del Prospetto o non offre, se letta insieme alle altre parti del Prospetto, le informazioni fondamentali per aiutare gli investitori al momento di valutare l'opportunità di investire in tali Titoli.

State per acquistare un prodotto che non è semplice e che può essere di difficile comprensione.

Titoli: Certificati Express Worst-of Classic (*Express Classic Worst-of Certificates*) su un paniere di azioni (Alphabet Inc., Facebook Inc.) (ISIN DE000HV498K2)

Emittente: UniCredit Bank AG (l'"**Emittente**" o "**HVB**" e HVB congiuntamente con le proprie controllate consolidate "**Gruppo HVB**"), Arabellastr. 12, 81925 Munich, Federal Republic of Germany. Phone number: +49 89 378 17466 – Sito web: www.hypovereinsbank.de. Il codice LEI (*Legal Entity Identifier*) dell'Emittente è: 2ZCNRR8UK83OBTEK2170.

Autorità competente: Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt, Federal Republic of Germany. Phone number: +49 (0)228 41080.

Data di approvazione del Prospetto di Base: Il Prospetto di Base di UniCredit Bank AG per i Titoli con Sottostante Plurimo (senza protezione del capitale) (*Multi-Underlying (without capital protection)*) è del, ed è stato approvato dalla BaFin il, 23 dicembre 2019 (il "**Prospetto**").

Sezione 2 – Informazioni fondamentali concernenti l'Emittente

Chi è l'Emittente dei Titoli?

UniCredit Bank AG è la denominazione legale. HypoVereinsbank è la denominazione commerciale dell'Emittente. HVB ha la propria sede legale in Arabellastraße 12, 81925 Monaco, è stata costituita in Germania ed è iscritta presso il Registro delle imprese di Monaco (*Amtsgericht*) al numero HRB 42148, nella forma di società per azioni ai sensi delle leggi della Repubblica Federale Tedesca. Il codice LEI è 2ZCNRR8UK83OBTEK2170.

Attività principali

HVB offre una svariata gamma di prodotti bancari e finanziari e servizi ai clienti nel settore privato, commerciale (corporate) e pubblico, a società internazionali e ai clienti istituzionali.

La gamma di prodotti e servizi si estende ai mutui ipotecari, ai crediti al consumo, al risparmio e al prestito oltre a prodotti assicurativi e servizi bancari per i clienti del settore privato nonché prestiti commerciali e finanziamenti all'export e prodotti di investment banking per i clienti del settore corporate.

Nei segmenti di clientela relativi al *private banking* e al *wealth management*, HVB offre una gamma completa di servizi finanziari e di pianificazione patrimoniale.

Maggiori azionisti

UniCredit S.p.A. detiene il 100% del capitale sociale di HVB.

Principali amministratori delegati

Il Consiglio di Amministrazione (*Vorstand*) è composto da sette membri: Sandra Betocchi Drwenski (Direttore Operativo – (*Chief Operating Officer*)), Markus Beumer (*Commercial Banking - Unternehmer Bank*), Dr. Emanuele Buttà (*Commercial Banking – Private Clients Bank*), Ljiljana Čortan (Responsabile della Gestione dei Rischi – (*Chief Risk Officer*)), Dr. Michael Diederich (Portavoce del Consiglio di Amministrazione, Risorse Umane –(*Arbeit und Soziales*)), Jan Kupfer (*Corporate & Investment Banking*) e Guglielmo Zadra (Direttore Finanziario – (*Chief Financial Officer*)).

Revisori Legali

Deloitte GmbH Wirtschaftsprüfungsgesellschaft, revisore indipendente (*Wirtschaftsprüfer*) di HVB, ha sottoposto a revisione i bilanci consolidati (*Konzernabschluss*) del Gruppo HVB per l'esercizio chiuso al 31 dicembre 2017 e per l'esercizio chiuso al 31 dicembre 2018 e il bilancio non consolidato di HVB per l'esercizio chiuso al 31 dicembre 2017 e per l'esercizio chiuso al 31 dicembre 2018 e ha emesso in entrambi i casi un parere di verifica senza riserve in merito.

Quali sono le informazioni finanziarie fondamentali relative all'Emittente?

Conto economico per gli enti creditizi

	1/1/2018 – 31/12/2018	1/1/2017 – 31/12/2017	1/1/2019 – 30/06/2019	1/1/2018 – 30/06/2018
Ricavi netti da interessi	€2.484m	€2.541m	€1.149m	€1.244m
Ricavi netti da commissione e compensi	€1.014m	€1.103m	€488m	€543m
Perdite per riduzione del credito IFRS 9 / Svalutazioni nette dei prestiti e accantonamenti per garanzie e impegni IAS 39 (2017)	- €16m	-€195m	-€80m	€101m
Utili netti derivanti da negoziazione	€693m*	€928m	€338m	€378m
Margine operativo	€1.603m	€1.712m	€752m	€813m
Utile dopo imposte	€238m	€1.336m	€603m	€262m
Utile per azione	0,29	1,66	0,75	0,33

*Riduzione degli utili derivanti da negoziazione per effetto dell'adozione iniziale dell'IFRS 9 a partire dal 1 gennaio 2018.

Stato patrimoniale per gli enti creditizi

	1/1/2018 – 31/12/2018	1/1/2017 – 31/12/2017	1/1/2019 – 30/06/2019 ³
Attività totali	€286.688m	€299.060m	€294.552m
Debito di primo rango (senior) (<i>Senior debt</i>) ¹	€24.128m	€25.291m	€26.400m
Debiti subordinati ²	€545m	€574m	€464m
Finanziamenti e crediti di clienti (netti)	€133.706m	€121.178m	€139.173m
Depositi di clienti	€121.038m	€124.284m	€119.813m
Capitale totale	€17.751m	€18.874m	€17.608m
Coefficiente di capitale di base di classe 1 (CET1)	19,9%	21,1%	19,4%
Coefficiente di capitale totale	20,6%	22%	20%

Coefficiente di leva finanziaria (<i>Leverage Ratio</i>) calcolato secondo il quadro normativo applicabile	4,9%	5,1%	4,9%
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¹ Voce dello stato patrimoniale "Strumenti finanziari di debito in emissione" (*Debt securities in issue*) meno titoli subordinati (30/06/2019: Totale degli strumenti finanziari di debito in emissione € 26.551m meno capitale subordinato €151m; 31/12/2018: Totale degli strumenti finanziari di debito in emissione € 24.360m meno capitale subordinato €232m; 31/12/2017: Totale degli strumenti finanziari di debito in emissione € 25.552m meno capitale subordinato €261m)

² Il capitale subordinato è composto dalle voci dello stato patrimoniale "Depositi dalla banche" (*Deposits from banks*) e "Strumenti finanziari di debito in emissione" (*Debt securities in issue*)

³ Non sottoposto a revisione

Per ulteriori dettagli consultare il Report Annuale (*Annual Report*) 2018, nota "76 Strumenti finanziari di debito in emissione" (*76 Debt securities in issue*) e nota "85 capitale subordinato" (*85 subordinated capital*).

Quali sono i principali rischi specifici dell'Emittente?

I potenziali investitori devono essere consapevoli che, qualora si verifichi uno dei seguenti fattori di rischio, il valore degli strumenti finanziari potrebbe ridursi con la conseguente perdita totale del capitale investito.

I seguenti rischi sono i principali rischi specifici dell'Emittente:

Rischi correlati alla situazione finanziaria dell'Emittente: Rischio che il Gruppo HVB non sia in grado di adempiere tempestivamente o pienamente alle proprie obbligazioni di pagamento o che non sia in grado di ottenere sufficiente liquidità quando richiesto nonché che la liquidità sia disponibile solo ad un tasso di interesse più alto, e rischio che la banca sia soltanto in grado di liquidare attività sul mercato a sconto potrebbe creare problemi di liquidità per il Gruppo HVB e, quindi, potrebbe comportare una limitata possibilità di finanziare le proprie attività e raggiungere i propri livelli minimi di liquidità.

Rischi relativi alle specifiche attività di business dell'Emittente: Rischi derivanti dalle normali attività di business del Gruppo HVB che potrebbero comportare rischio di credito nelle operazioni di *lending*, rischio di mercato nelle attività di negoziazione così come rischi relativi ad altri settori di attività quali il settore immobiliare e le attività di investimento finanziario del Gruppo HVB potrebbero avere un impatto negativo sulla redditività e sulla posizione finanziaria del Gruppo HVB.

Rischi generali relativi alle operazioni di business dell'Emittente: Rischi derivanti da inattesi cambiamenti negativi nel volume di affari e/o nei margini (non attribuibili ad altre tipologie di rischio), da inadeguati o non riusciti processi interni, sistemi e persone così come rischi causati da reazioni avverse degli azionisti a causa della loro percezione alterata della banca potrebbero comportare perdite potenziali e/o una riduzione del fair value della banca.

Rischi legali e regolamentari: Cambiamenti del contesto regolamentare o statutario di HVB potrebbe comportare costi di capitale superiori e un aumento dei costi per l'implementazione dei requisiti regolamentari. L'eventuale non conformità a requisiti regolamentari, leggi (fiscali) regolamenti, previsioni statutarie, contratti, prassi obbligatorie e standard etici, potrebbe avere un impatto negativo sulla percezione pubblica del Gruppo HVB e sulla sua situazione finanziaria.

Rischio strategico e macroeconomico: Rischi derivanti dal mancato riconoscimento tempestivo o da una valutazione non corretta di sviluppi o tendenze significative nell'ambiente della Banca e rischi derivanti da sviluppi economici negativi in Germania e nel mercato finanziario dei capitali internazionale potrebbero avere effettivi negativi su attività, responsabilità, posizione finanziaria e profitto o perdite del Gruppo HVB.

Sezione 3 – Informazioni fondamentali sui Titoli

Quali sono le principali caratteristiche dei Titoli?

Tipologia di Prodotto, Sottostante e forma dei Titoli

Tipologia di Prodotto: Titoli Worst-of Express con liquidazione in contanti (con osservazione della Barriera alla relativa data)

Sottostante: Alphabet Inc. (ISIN: US02079K1079); Facebook Inc. (ISIN: US30303M1027)

I Titoli sono emessi come titoli di debito in forma dematerializzata nominativa ai sensi del Testo Unico della Finanza. I Titoli saranno rappresentati da registrazioni contabili registrate sul sistema di contabilizzazione del Sistema di Gestione Accentrata (*Clearing System*). Il trasferimento dei Titoli avviene mediante registrazione sui relativi conti accesi presso il Sistema di Gestione Accentrata. Il codice internazionale di identificazione dei titoli (*international securities identification number (ISIN)*) dei Titoli è indicato nella Sezione 1.

Emissione, Importo Nominale e Durata

I Titoli saranno emessi il 28 febbraio 2020 in Euro, (la "**Valuta di Emissione (*Specified Currency*)**"), con un Importo Nominale (*Nominal Amount*) pari a EUR 1.000. I Titoli hanno durata definita.

Rimborso anticipato automatico alle Date di Pagamento Anticipato (k)

I Titoli Worst-of Express saranno rimborsati anticipatamente alla rilevante Data di Pagamento Anticipato (k) (*Early Payment Date (k)*), se si verifica un Evento di Rimborso Anticipato (*Early Redemption Event*). Alla relativa Data di Pagamento Anticipato (k), il Portatore del Titolo (*Security Holder*) riceve l'Importo di Rimborso Anticipato (k) (*Early Redemption Amount (k)*).

Un Evento di Rimborso Anticipato indica che la Performance (*Performance*) di tutti i Componenti del Paniere_i (*Basket Components_i*) alla rispettiva Data di Osservazione (k) (*Observation Date (k)*) è **uguale o superiore** al Livello di Rimborso Anticipato_i (k) (*Early Redemption Level_i (k)*) applicabile ai Componenti del Paniere_i. La Performance dei Componenti del Paniere_i, alla rispettiva Data di Osservazione (k) è calcolata dividendo il Prezzo di Riferimento (*Reference Price*) del Componente del Paniere_i, alla rispettiva Data di Osservazione (k) per il Prezzo di Riferimento Iniziale (*Initial Reference Price*) del Componente del Paniere_i.

k	Data di Pagamento Anticipato (k)	Importo di Rimborso Anticipato (k)	Livello di Rimborso Anticipato _i (k)	Data di Osservazione (k)
1	28.08.2020	EUR 1.031,00	95 %	21.08.2020
2	26.02.2021	EUR 1.062,00	95 %	19.02.2021
3	30.08.2021	EUR 1.093,00	95 %	23.08.2021
4	28.02.2022	EUR 1.124,00	95 %	18.02.2022
5	29.08.2022	EUR 1.155,00	95 %	22.08.2022
6	28.02.2023	EUR 1.186,00	95 %	21.02.2023

Rimborso alla Data di Pagamento Finale

Se i Titoli Worst-of Express non sono rimborsati anticipatamente, i Titoli Worst-of Express saranno rimborsati alla Data di Pagamento Finale (*Final Payment Date*) come segue:

- (A) **Non si è** verificato un Evento Barriera (*Barrier Event*) e **si è** verificato un Evento di Rimborso Finale (*Final Redemption Event*). Il Portatore del Titolo riceve l'Importo di Rimborso (*Redemption Amount*) nella Valuta di Emissione che è uguale all'Importo Massimo (*Maximum Amount*).
- (B) **Non si è** verificato un Evento Barriera e **non si è** verificato un Evento di Rimborso Finale. Il Portatore del Titolo riceve l'Importo di Rimborso nella Valuta di Emissione che è uguale all'Importo di Rimborso Finale (*Final Redemption Amount*).
- (C) **Si è** verificato un Evento Barriera. Il Portatore del Titolo riceve l'Importo di Rimborso nella Valuta di Emissione, che è calcolato come l'Importo Nominale moltiplicato per un quoziente. Il quoziente è dato dividendo la Performance Peggiora (*Worst Performance*) (finale) per lo Strike.

Se si è verificato un Evento Barriera, l'Importo di Rimborso **non è superiore** all'Importo Nominale.

Definizioni aggiuntive e termini del prodotto

Evento Barriera indica che la Performance Peggiora (b) è inferiore al Livello Barriera (*Barrier Level*) alla rispettiva Data di Osservazione della Barriera (*Barrier Observation Date*).

Evento di Rimborso Finale indica che la Performance Peggiora (finale) è uguale o superiore al Livello di Rimborso Finale (*Final Redemption Level*) alla Data di Osservazione Finale (*Final Observation Date*).

Prezzo di Riferimento Finale (*Final Reference Price*) indica il Prezzo di Riferimento alla Data di Osservazione Finale.

Prezzo di Riferimento Iniziale indica il Prezzo di Riferimento alla Data di Osservazione Iniziale (*Initial Observation Date*).

Performance Peggiora (b) sarà determinata misurando la performance di ciascun Componente del Paniere_i che è data dividendo il rispettivo Prezzo di Riferimento alla Data di Osservazione della Barriera per il rispettivo Prezzo di Riferimento Iniziale. Il Componente del Paniere con la peggiore (più bassa) performance, alla Data di Osservazione della Barriera sarà tale Componente del Paniere_i con il valore più basso di tale quoziente.

Performance Peggiora (finale) sarà determinata misurando la performance di ciascun Componente del Paniere_i che è data dividendo il rispettivo Prezzo di Riferimento Finale per il rispettivo Prezzo di Riferimento Iniziale. Il Componente del Paniere_i con la peggiore (più bassa) performance, sarà tale Componente del Paniere_i con il valore più basso di tale quoziente.

Componente del Paniere _i	Prezzo di Riferimento _i	Livello Barriera	Strike	Livello di Rimborso Finale	Importo di Rimborso Finale	Importo Massimo
Alphabet Inc. Facebook Inc.	i = 1 Prezzo di Chiusura i = 2 Prezzo di Chiusura	70 %	100 %	95 %	EUR 1.000	EUR 1.217

Data di Osservazione Iniziale	Data di Osservazione Finale	Data di Osservazione della Barriera	Data di Pagamento Finale
27.02.2020	21.08.2023	21.08.2023	28.08.2023

Diritto di riscatto straordinario: L'Emittente ha il diritto di estinguere in via straordinaria i Titoli ad un valore equo di mercato al verificarsi di certi Eventi di Call (ad esempio, se la quotazione del prezzo del Componente del Paniere_i sul relativo mercato è definitivamente cessata).

Diritto di rettifica: I Termini e Condizioni dei Titoli (*Terms and Conditions*) possono essere adeguati dall'Agente di Calcolo (*Calculation Agent*) nel caso in cui si verifichi un Evento di Rettifica (ad esempio la società che ha emesso il Componente del Paniere_i compie un'azione societaria).

Stato dei Titoli: Gli obblighi derivanti dai Titoli costituiscono obbligazioni dirette e non garantite dell'Emittente e sono parimenti ordinate con le altre obbligazioni non garantite e non subordinate dell'Emittente. In caso di risoluzione (*bail-in*), nell'ambito dell'ordine delle passività i Titoli saranno presi in considerazione soltanto dopo tutte le passività chirografarie di secondo livello (*non-preferred*) dell'Emittente.

Dove saranno negoziati i Titoli?

Nessuna domanda per l'ammissione dei Titoli alla negoziazione su un mercato regolamentato è stata presentata. Tuttavia, sarà presentata domanda per l'ammissione alla negoziazione con efficacia a partire dal 6 marzo 2020 sui seguenti sistemi multilaterali di negoziazione (MTF): EuroTLX S.p.A., organizzato e gestito da Borsa Italiana S.p.A..

Quali sono i principali rischi specifici dei Titoli?

I fattori di rischio specifici relativi ai Titoli, che nell'opinione dell'Emittente sono significativi, sono descritti di seguito:

Rischio connesso al collocamento e caratteristiche dei Titoli in caso di fallimento dell'Emittente: I Portatori dei Titoli sono esposti al rischio di fallimento dell'Emittente. In aggiunta, i Portatori dei Titoli possono essere soggetti a misure di risoluzione in relazione all'Emittente se l'Emittente sta fallendo od è probabile che fallisca.

Rischi specifici connessi al profilo di pagamento dei Titoli: Vi è il particolare rischio che il prezzo del Componente del Paniere, con la peggiore (più bassa) performance diminuisca durante la vita dei Titoli e, di conseguenza, che il Portatore del Titolo subisca una perdita significativa del proprio capitale investito. E' possibile una perdita totale.

Rischi derivanti dai Termini e Condizioni dei Titoli: I Portatori dei Titoli sono esposti ad un rischio di perdita nel caso in cui i Titoli siano estinti dall'Emittente. I Titoli saranno poi rimborsati al valore equo di mercato dei Titoli. Questo può essere inferiore rispetto all'importo che il Portatore del Titolo avrebbe ricevuto se non ci fosse stato un riscatto straordinario dei Titoli. In aggiunta, i Portatori del Titolo sono esposti al rischio di reinvestimento. Inoltre, i Portatori dei Titoli sono esposti ad un rischio di perdita se viene effettuata una rettifica dei Termini e Condizioni o se si verifica una turbativa del mercato.

Rischi connessi all'investimento, alla detenzione e vendita dei Titoli: I Portatori dei Titoli sono esposti al rischio che il prezzo di mercato dei Titoli può essere soggetto a forti variazioni nel corso della durata dei Titoli e che il Portatore del Titolo non sia in grado di acquistare o vendere i Titoli in un momento specifico o ad un prezzo specifico.

Rischi connessi ad Azioni (Shares) come Sottostante: I Titoli sono associati a rischi per i Portatori del Titolo simili a quelli di un investimento diretto nelle azioni specificate come Sottostante. Il prezzo di un'azione può diminuire notevolmente o può diventare inutile, ad esempio a causa dell'insolvenza dell'emittente dell'azione.

Sezione 4 – Informazioni fondamentali sull'offerta pubblica dei Titoli e/o l'ammissione alla negoziazione in un mercato regolamentato

A quali condizioni posso investire in questo Titolo e qual è il calendario previsto?

Data della prima offerta pubblica.	31 gennaio 2020	Paese dell'offerta:	Italia
Prezzo di Emissione (Issue Price):	EUR 1.000	Investitori Potenziali:	Investitori qualificati, investitori al dettaglio (retail) e/o investitori istituzionali
Data di Emissione (Issue Date):	28 febbraio 2020	Unità minima di negoziazione:	1
Unità minima trasferibile:	1		

A partire dal giorno della prima offerta pubblica, i Titoli descritti nelle Condizioni Definitive saranno offerti su base continuativa. L'offerta continuativa sarà effettuata in base ai prezzi di domanda correnti forniti dall'Emittente. L'offerta pubblica può essere terminata dall'Emittente in qualsiasi momento senza dare alcuna motivazione.

Costi addebitati dall'Emittente: I Costi Iniziali (*Initial Costs*) specifici del prodotto contenuti nel Prezzo di Emissione ammontano a EUR 29,93. Saranno richieste altre commissioni, costi e spese che sono addebitate da una terza parte.

Perché è redatto il presente Prospetto?

Utilizzo dei proventi: I proventi netti derivanti da ciascuna emissione di Titoli saranno utilizzati dall'Emittente per la realizzazione di profitti e/o la copertura di certi rischi.

Sottoscrizione: L'offerta non è soggetta ad un accordo di sottoscrizione.

Conflitti di interesse materiali con riferimento all'offerta: L'Emittente può stipulare ulteriori operazioni e rapporti commerciali che possono avere effetti negativi sui Titoli. In aggiunta, l'Emittente può disporre di informazioni non pubbliche relative al Sottostante. Non vi è l'obbligo di divulgare le informazioni ai Portatori dei Titoli. Con riferimento alla negoziazione dei Titoli, l'Emittente ha un conflitto di interessi essendo anche Market Maker su Borsa Italiana – EuroTLX (MTF) e, quindi, per esempio, può determinare i prezzi dei Titoli. L'Emittente è *arranger*, Agente di Calcolo e Agente di Pagamento (*Paying Agent*) dei Titoli. I collocatori possono ricevere incentivi dall'Emittente.