

Verbund

Power for the Future

(incorporated as a joint-stock corporation (Aktiengesellschaft) under the laws of the Republic of Austria)

€ 500,000,000 3.250 per cent. Green Bond due 2031

ISIN XS2821745374, Common Code 282174537, WKN A3LYXW

Issue price: 99.147 per cent.

VERBUND AG, Vienna, Republic of Austria (the "**Issuer**" or "**VERBUND**") will issue on 17 May 2024 (the "**Issue Date**") € 500,000,000 3.250 per cent. green bonds due 2031 (the "**Notes**" or the "**Green Bonds**") in the denomination of € 100,000 per Note.

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

The Notes will bear interest on their principal amount from, and including, the Issue Date to but excluding 17 May 2031 (the "**Maturity Date**") at a rate of 3.250 per cent. *per annum*, payable annually in arrear on 17 May in each year, commencing on 17 May 2025.

Unless previously redeemed or repurchased and cancelled, the Notes will be redeemed at par on the Maturity Date. The Issuer may, at its option, redeem the Notes prior to the Maturity Date on the terms set forth in Clause 5 of the Terms and Conditions. Upon occurrence of a Put Event or an Event of Default (each as defined in the Terms and Conditions), each holder of Notes (each a "**Holder**") will have the option to declare all or some only of its Notes not previously redeemed due prior to the Maturity Date. In such case the Issuer will redeem such Notes at their principal amount.

The Notes will initially be represented by a temporary global note in bearer form (the "**Temporary Global Note**"). Interests in the Temporary Global Note will be exchangeable, in whole or in part, for interests in a corresponding permanent global note (the "**Permanent Global Note**" and together with the Temporary Global Note, the "**Global Notes**") not earlier than 40 days after the Issue Date (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 6.3 of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.luxse.com) and on the website of the Issuer (www.verbund.com).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg ("**CSSF**") in its capacity as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the Notes that are the subject of this Prospectus. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer in line with the provisions of Article 6(4) of the Luxembourg Law on Prospectuses for securities. Investors should make their own assessment as to the suitability of investing in the Notes. The Issuer has requested the CSSF to provide the

competent authority in the Republic of Austria with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Regulation.

This Prospectus will be valid until 15 May 2025 and may in this period be used for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation.

The obligation of the Issuer to supplement this Prospectus will cease to apply once the Notes have been admitted to trading on the regulated market of the Luxembourg Stock Exchange or upon expiry of the validity period of this Prospectus, whichever occurs later.

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

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

Application has been made to the Luxembourg Stock Exchange for the Notes (i) to be listed on the official list of the Luxembourg Stock Exchange (the "**Official List**"), (ii) to be admitted to trading on the Luxembourg Stock Exchange's regulated market and (iii) to be listed on the segment corporate standard and admitted to trading on the regulated market (Official Market – *Amtlicher Handel*) of the Vienna Stock Exchange. Each of the Luxembourg Stock Exchange's regulated market and the Vienna Stock Exchange's regulated market (Official Market – *Amtlicher Handel*) are regulated markets for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**").

The Notes are expected to be rated "A+" by S&P (as defined in the Terms and Conditions) and "A3" by Moody's (as defined in the Terms and Conditions). Each of S&P and Moody's is established in the European Union (the "EU") and is registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. Investing in the Notes involves certain risks. Please review the section entitled "*Risk Factors*" beginning on page 11 of this Prospectus.

Joint ESG Structuring Agents to the Issuer

Barclays

J.P. Morgan

Joint Bookrunners

Barclays

BofA Securities

J.P. Morgan

**Raiffeisen Bank
International**

**Santander Corporate &
Investment Banking**

RESPONSIBILITY STATEMENT

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

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

NOTICE

No person is authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorized by or on behalf of the Issuer or Barclays Bank Ireland PLC and J.P. Morgan SE (together, the "**Joint ESG Structuring Agents**"), Banco Santander, S.A., Corporate & Investment Banking, BofA Securities Europe SA and Raiffeisen Bank International AG (together with the Joint ESG Structuring Agents, the "**Joint Bookrunners**").

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

The legally binding language of this Prospectus is English except for the Terms and Conditions in respect of which German is the legally binding language.

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

Certain financial information (including percentages) in this Prospectus is rounded according to established commercial standards. As a result, the aggregate amounts (sum totals or sub-totals or differences or if numbers are put in relation) in tables in this Prospectus may not correspond in all cases to the aggregated amounts of the underlying (unrounded) figures appearing elsewhere in this Prospectus. Furthermore, in those tables, these rounded figures may not add up exactly to the totals contained in those tables.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Joint Bookrunners to subscribe for, or purchase, any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Joint Bookrunners to a recipient hereof and thereof that such recipient should subscribe or purchase any Notes.

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

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

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions see the section "*Subscription and Sale – Selling Restrictions of the Notes*" below.

In particular, the Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States of America. The Notes will be issued in bearer form and are subject to United States of America tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States of America or to U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**").

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

The Notes issued pursuant to this Prospectus are complex financial instruments and are not suitable or appropriate investments for all investors. An investment in the Notes is only suitable for investors experienced in financial matters who are in a position to fully assess the risks relating to such investment and who have sufficient financial means to absorb potential loss stemming therefrom.

EACH POTENTIAL INVESTOR IN NOTES MUST DETERMINE THE SUITABILITY OF THAT INVESTMENT IN LIGHT OF ITS OWN CIRCUMSTANCES.

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

None of the Joint Bookrunners, any of its affiliates or any other person mentioned in the Prospectus makes any representation as to the suitability of the Notes to fulfil environmental and sustainability criteria required by any prospective investors. The Joint Bookrunners have not undertaken, nor are responsible for, any assessment of the "VERBUND Green Financing Framework" or the Eligible Green Projects (each as defined in the section "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*"), any verification of whether the Eligible Green Projects meet the criteria set out in the "VERBUND Green Financing Framework" or the monitoring of the use of proceeds. Each potential investor in Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference into this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of financial markets;

- (v) be aware that it may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions;
- (vi) ask for its own tax adviser's advice on its individual taxation with respect to the acquisition, sale and redemption of the Notes; and
- (vii) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

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

**UK MIFIR PRODUCT GOVERNANCE /
TARGET MARKET**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients only, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Joint Bookrunner subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Joint Bookrunners nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

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

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations

made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION

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

NOTICE TO CANADIAN INVESTORS

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or Subsection 73.3(1) of the Securities Act (Ontario), and that are also permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if an offering memorandum (as defined in applicable securities legislation) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor. In relation to offers of Notes in the provinces of Alberta, British Columbia or Ontario only, the Joint Bookrunners are not required to comply with the disclosure requirements of National Instrument 33-105 Underwriting Conflicts regarding underwriter conflicts of interest in connection with an offering of Notes.

STABILISATION

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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

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

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including VERBUND Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. VERBUND Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "Risk Factors" and "Description of the Issuer". These sections include more detailed descriptions of factors that might have an impact on VERBUND Group's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuer nor the Joint Bookrunners assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

ALTERNATIVE PERFORMANCE MEASURES

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

GREEN BONDS, VERBUND GREEN FINANCING FRAMEWORK AND SECOND PARTY OPINION

The Issuer has established a green financing framework to support the future issuance of sustainable financing instruments, including green bonds, (the "**VERBUND Green Financing Framework**") in order to support its Mission V strategy (as described below) and broader sustainability aims (see "*Green Financing and VERBUND Green Financing Framework*" below).

The VERBUND Green Financing Framework has been developed in alignment with the Green Bond Principles 2021¹ by the International Capital Market Association ("**ICMA**"). It also aligns with the Delegated and Implementing Acts of the EU Taxonomy in force as of the date of the VERBUND Green Financing Framework. The Issuer appointed Institutional Shareholder Services Inc. ("**ISS ESG**") who has provided a second party opinion (the "**Second Party Opinion**") on VERBUND's Green Financing Framework. Investors should refer to the Issuer's website (www.verbund.com) and to the Second Party Opinion, which is available at <https://www.iss-corporate.com/solutions/esg-solutions/second-party-opinion/>

¹ <https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/green-bond-principles-gbp/>.

and on the Issuer's website (<https://www.verbund.com/en-at/about-verbund/investor-relations/financing/bonds>), for information regarding VERBUND's Green Financing Framework. The second party opinion providers and providers of similar opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any such other opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, any entity of VERBUND Group, the Joint Bookrunners, the Joint ESG Structuring Agents or any other person to buy, sell or hold any Notes. For more information regarding the assessment methodologies used to determine the Second Party Opinion, please refer to the ISS ESG website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

Neither the VERBUND Green Financing Framework nor the Second Party Opinion is incorporated into or forms part of this Prospectus. The VERBUND Green Financing Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Prospectus. The criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn.

The Notes will not qualify as "*European Green Bonds*" within the meaning of Article 3 of Regulation (EU) 2023/2631 of the European Parliament and of the Council on European Green Bonds. The Notes will only comply with the criteria and processes set out in the VERBUND Green Financing Framework.

None of the Joint ESG Structuring Agents, the Joint Bookrunners, any of their respective affiliates or any other person mentioned in the Prospectus makes any representation as to the suitability of such Notes to fulfil environmental, social and/or sustainability criteria required by any prospective investors. The Joint ESG Structuring Agents and the Joint Bookrunners have not undertaken, nor are responsible for, any assessment of the VERBUND Green Financing Framework or the Eligible Green Projects, and second party opinion, any verification of whether any Eligible Green Projects meets the criteria set out in the VERBUND Green Financing Framework or the monitoring of the use of proceeds. In the event that any Series of Notes is listed or admitted to trading on the Luxembourg Green Exchange or any other dedicated "ESG", "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Joint ESG Structuring Agents, the Joint Bookrunners or any other person that such listing or admission will be obtained or maintained during the term of such Notes.

For further information on ESG related aspects, including a summary of the VERBUND Green Financing Framework, please refer to the section "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*" in this Prospectus.

Reference is also made to the risk factors as disclosed in this Prospectus, in particular to the risk factor "*Risks associated with Green Bonds*".

ESG RATINGS

The Issuer's exposure to Environmental, Social and Governance ("**ESG**") risks and the related management arrangements established to mitigate those risks has been assessed by several agencies, including Sustainalytics ("**ESG ratings**"). For more information on the Issuer's ESG ratings reference is made to "*Description of the Issuer – ESG ratings*".

ESG ratings may vary amongst ESG ratings agencies as the methodologies used to determine ESG ratings may differ.

The Issuer's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. Prospective investors must determine for themselves the relevance of any such ESG ratings information contained in this Prospectus or elsewhere in making an investment decision. None of the Joint ESG Structuring Agents, the Joint Bookrunners, any of their respective affiliates, the second party opinion provider (ISS ESG) or any other person mentioned in the Prospectus has verified any ESG ratings and makes no representation as to any ESG rating comprised or referred to in this Prospectus. Currently, the providers of such ESG ratings are not subject to any regulatory or other similar oversight in respect of their determination and award of ESG ratings. For more information regarding the assessment methodologies used to determine

ESG ratings, please refer to the relevant ratings agency's website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

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RISK FACTORS

*Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. Should one or more of the risks described below materialise, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of the Issuer and/or VERBUND Group. Moreover, if any of these risks occur, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes may decrease, in which case the holders of the Notes (the "**Holders**") could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.*

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay principal or other amounts on or in connection with the Notes for other reasons than those described below. Additional risks of which the Issuer is not presently aware could also affect the business operations of the Issuer and have a material adverse effect on the Issuer's business activities and financial condition and results of operations. The occurrence of one or more risks may have a material adverse effect on the Issuer's business activities and financial condition and results of operations. Should one or several of the following material risks materialise, this could lead to a material decline in the price of the Notes or, in the worst-case scenario, to a total loss of interest and the amount invested by investors.

Prospective investors should read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described might combine and thus intensify one another.

Words and expressions defined in the Terms and Conditions below shall have the same meanings in this section.

Potential investors should, among other things, consider the following:

Risks relating to the Issuer and/or VERBUND Group

The risk factors regarding the Issuer and/or VERBUND Group are presented in the following categories depending on their nature with the most material risk factor, based on the probability of their occurrence and the expected magnitude of their negative impact, presented first in each category:

1. Markets Risks

Strategic Risks

Each investment in the development of a new product or market as well as the extension of infrastructure and generation capacity is a strategic decision. These strategic developments involve long-term risks arising from a misinterpretation of customer demand, technological misjudgements and changing framework conditions like altering market, regulatory or environmental conditions. Changing environmental conditions, especially due to climate change, and the efforts at national and international level to reduce its negative effects, may also have an impact on the market and regulatory framework. Current and emerging regulations enforcing environmental protection as well as regulations targeting energy consumption and reduction of emissions create the market conditions VERBUND Group operates in. The inherent risks e.g. entering new markets, if they materialize, could have a major impact on VERBUND Group's operations if VERBUND Group is not able to recoup its investment plus an adequate return and thus may have material adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Price Risk

"Price risk" refers to the risk that VERBUND Group is subject to price fluctuations on the electricity wholesale and retail market. VERBUND Group sells most of its produced electricity on the wholesale markets linked to prices derived from the electricity exchanges and buys electricity which it distributes to different groups of customers on the market.

Therefore, the development of the wholesale prices on the electricity market has a significant influence on VERBUND Group, which is partially mitigated by the fact that VERBUND Group sells approximately 80 per cent. of the own electricity produced on the basis of forward prices with different durations and additionally has power purchase agreements as well as some contracts with fixed tariffs. As a consequence, changes in wholesale prices affect the business development of VERBUND Group with a certain delay since VERBUND is hedged by forward transactions against such fluctuations, but only for a certain period of time, which corresponds the tenor of the relevant hedge. Having to enter into such hedging transactions more or less on a rolling basis leaves VERBUND Group with a certain risk resulting from afore-mentioned pricing fluctuations.

In addition, energy price risks can significantly influence hydrogen ("H₂") production, and therefore VERBUND Group's positioning as a player in the European hydrogen economy, which is one of its three strategic pillars.

Therefore, detrimental developments of wholesale electricity prices could have significant adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and on the Issuer's ability to fulfil its obligations under the Notes.

Volume risks

The term "volume risk" refers to the risk that the planned average volume of generated electricity cannot be reached. As VERBUND Group's asset base is predominantly based on hydropower assets and wind and solar power plants, the business development of VERBUND Group is affected by hydro, wind and solar availability which cannot be influenced. Output from run-of-river plants is subject to seasonal fluctuations in the water supply of rivers and can be controlled only to a minor extent (hydropeaking). In addition, the generation from wind and photovoltaic plants varies due to seasonal and regional deviations of meteorological conditions. Over the long term, changing climate conditions can affect water, wind and solar supply and may cause greater seasonal or annual fluctuations in generation in the future. These fluctuations can lead to differences between expected/planned and actual supply of water, wind volume and solar radiation and therefore may cause a variation in sales. Furthermore, VERBUND Group may be forced to buy electricity from third parties on the markets to cover the electricity demand fixed in its sales contracts. Hence, adverse weather conditions could negatively affect VERBUND Group's ability to produce the planned volume of electricity and might have adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Electricity and primary energy market risks

Market prices of electricity and generation costs have an effect on VERBUND Group's financial performance. Increases in generation costs resulting from higher commodity prices for gas and from higher prices of CO₂ certificates may negatively impact the operating result and consequently the financial position of VERBUND Group, in particular if higher generation costs cannot be passed on to customers. The same applies to CO₂ emission allowances (European Emission Allowances; Certified Emission Reductions) to the extent that VERBUND Group must purchase them. With regard to the purchase and sale of gas to end customers, VERBUND Group is also exposed to market price risks. The occurrence of any of these risks could have adverse effects on the net assets, financial position and/or results of operations of the VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Risks arising from economic and/or political development

As a result of its activities in central Europe, VERBUND Group is affected by global and national economic and political trends, including economic growth, inflation or the introduction of EU-wide sanctions against certain countries or market participants, which could have significant consequences for financial and/or commodity markets as well as supply chains. For example, the EU-sanctions targeting Russia could negatively impact VERBUND Group's gas grid business. In addition, the Ukraine crisis caused energy prices to rise significantly which led to higher procurement costs of VERBUND Group, which VERBUND Group could not entirely pass on to customers and may not be able to pass on in the future, should such a price increase happen again. Furthermore, changes in international commodity markets, with regard to certain commodities which relate to the Issuer's activities, may also have an impact on the business development of VERBUND Group. In addition, cyclical economic volatility also entails an element of risk for future business

development. Unforeseeable interventionist economic policies can also impair the performance in specific markets and an escalation of political tensions or terrorist activities could have a negative impact on the economic situation, the international capital markets and, as a result, the business development of VERBUND Group.

A recent example for state interventions which effect the liberal energy market was the regulatory cap on revenue/electricity prices and resulting windfall profit taxation. As a result of crisis-related profits of energy companies resulting from Russia's invasion of Ukraine, the Austrian government introduced the Federal Act on the Energy Crisis Contribution for Electricity (*Bundesgesetz über den Energiekrisenbeitrag-Strom*, EKBSG). This was passed in December 2022 and provides for a cap on revenue/electricity prices and a resulting windfall tax on so-called surplus revenue, which initially remained in force until 31 December 2023. In January 2024, it was announced that the tax on windfall profits will continue in 2024. Other countries where VERBUND Group operates, such as Spain and Romania, have introduced a similar windfall tax. Romania has prolonged it until the end of 2024 and Spain for the end of 2025. The windfall tax for Germany expired in June 2023. The windfall tax expenses in connection with these measures recognised in the financial year 2023 amounted to EUR 95.1 million (2022: EUR 33.5 million) which were negatively impacting EBITDA and may continue to adversely affect the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

The further development of the European single market, the Euro and the European Union itself as well as forecasts of future economic development and the related demand for energy are essential components of VERBUND Group's projection of sales of electricity. Any significant negative deviation between actual and projected economic developments exposes VERBUND Group to numerous risks. A general economic downturn (recession) or a decline in industrial production in particular in the main markets of VERBUND Group (i.e. Austria and Germany) could have significant negative effects on VERBUND Group's business operations since such negative developments may result in lower demand for electricity and grid transmission.

The realisation of these risks could have material adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Project Risks

VERBUND Group invests in the development of new products, markets and construction projects in the area of generation capacities. Over the next three years, VERBUND Group intends to invest approximately EUR 1.7 billion in new renewable generation and EUR 1.4 billion in hydrogeneration capacities. All these projects entail the risk that the phase of economic viability may not be reached at all or only with a delay. In this respect, the development, construction and operation of projects in the area of generation capacities is subject to complex administrative procedures, which require the procurement of numerous permits. Requests for permits may be rejected by the relevant authorities for various reasons or approved with delays, which may be significant, and projects may have to be abandoned or postponed. In such case, any investments already made would have to be written off. Furthermore, the implementation phase of a project generally entails quality, deadline and cost risks. Any failure or delay to obtain permits, concessions and/or necessary authorizations with regard to plants being built, and any revocation, cancellation or non-renewal of permits and/or authorizations in relation to existing plants, and objections by third parties to the issuance of these permits, concessions and authorizations may have material adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Competition risks and changing customer demand

The core markets for VERBUND Group's sales activities are Austria and Germany. In Austria, VERBUND Group supplies the household/agriculture and commercial segments with electricity generated almost entirely from hydropower. In both Austria and Germany, VERBUND Group also delivers to industrial enterprises and resellers. To cover consumer demand, the energy sourcing and allocation processes occur before ultimate delivery. Since a broad range of different procurement strategies are implemented to meet customers' needs and since consumers are free to change their provider, VERBUND Group may not be able to pass on the acquisition costs, e.g. for energy sourcing, renewable energy compensation fees, transmission charges, sales and distribution costs to customers. In addition, new competitors, especially from the oil and gas industry (which have a profound knowledge of the energy sector, good ratings and financial

resources) are entering the market of production, trade and sale of energy. The rising number of competitors, in combination with the high level of digitalisation allowing customers to compare different energy providers and facilitating the changing of providers, leads to an increasingly competitive environment in the energy sector. Furthermore, the combination of socially and politically endorsed trends towards a more decentralised structure of energy production, the availability of cost-efficient technical solutions and targeted governmental financial support encourage private and commercial customers as well as industrial companies not only to reduce and more efficiently manage their energy consumption, but also to produce their own green energy. In order to address and benefit from changing market and customer demands, VERBUND Group has to invest in different projects and the development of new products regarding energy production and storage, alternative green energy sources and improvement of energy efficiency. If specialised competitors succeed in gaining a substantial share in markets which VERBUND Group recently entered, margins may decrease substantially. Increasing competition as well as the consequences relating thereto (including the decline of margins) might have negative effects on the net assets, financial position and/or results of operations of VERBUND Group and on the Issuer's ability to fulfil its obligations under the Notes.

2. Financial Risks

Financial market risks

In the course of its ordinary operations, VERBUND Group is exposed to financial market risks such as financial asset price, interest rate and currency risks. The volatile financial markets make VERBUND Group's financial assets subject to price risks and other risks of potential losses. Depending on the market environment, there is a risk that impairment losses will have to be recognised on the portfolio of assets held. Pension provisions are subject to the development of interest rates, since the carrying amount of pension obligations depends on the discount rate. A lower discount rate leads to a higher present value of expected cash outflows for certain financial liabilities accounted for at fair value. As a result, this could have a negative impact on the value of net debt and, as a consequence, on VERBUND's external credit rating. VERBUND's rating is a key driver for the costs of funding of VERBUND Group and therefore a key risk factor. The occurrence of such risks could have adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Liquidity risks

Liquidity risks refer to VERBUND Group's ability of ensuring adequate liquidity to meet its financial obligations in due time. Margin regulations for transactions in exchange traded instruments and bilateral margin agreements may lead to short-term cash outflows as a result of unfavourable market developments. In the previous years there was an increased electricity volatility, leading to a necessary balancing between future and forward contracts. The past years showed high price volatility, which already resulted into higher capital needs in order to meet the margining requirements. VERBUND Group is dependent upon adequate free lines of credit at banks, access to the capital markets, as well as free cash and cash equivalents in order to meet all its financial obligations. In the event that VERBUND Group does not have sufficient liquidity, this would result in negative effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Credit risks

VERBUND Group refers to credit risk as the risk arising from the uncertainty in a counterparty's ability to meet its obligations towards the Issuer or entities of VERBUND Group. Due to the increased electricity price volatility, a rebalancing between future contracts and OTC deals has been established, resulting into a higher share of OTC deals. This leads to a reduced margin call risk due to lower open future positions. On the other side there is a higher credit risk because of a higher portion of OTC deals. When evaluating credit risks, certain parameters of the counterparties are evaluated and defined, including credit exposure, eligible collateral and recovery rate. Generally, counterparty risks are only partially insured. A realisation of credit risk could adversely affect the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

Interest Rate Risk

Interest rate risk refers to potential changes of value in financial assets, liabilities or derivatives caused by fluctuations in interest rates. VERBUND Group holds interest rate sensitive assets and liabilities for financing activities. Changes in interest rates could have adverse effects on the financial position of the Issuer and could have negative impact on the Issuer's ability to fulfil its obligations under the Notes.

Impairment risks

Changes in the energy market, the economic environment, the cost of capital and other assumptions for certain calculations (e.g. remaining useful economic life) can lead to a decrease or increase of the value of VERBUND Group's assets (impairment losses or reversal of impairment losses). Any negative changes of the calculation parameters could result in material adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and on the Issuer's ability to fulfil its obligations under the Notes.

Risks from contingent liabilities

In the ordinary course of its business, VERBUND incurs various kinds of liabilities to subsidiaries and provides credit support in respect of its subsidiaries' bank liabilities, including parent company guarantees, letters of comfort, letters of credit and margining for electricity trading activities. In the event that VERBUND is required to make payments under such arrangements, this could result in adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Risk of suspension, downgrading or withdrawal of VERBUND's ratings

The risk in connection with the capability of a rated company to fulfil its payment obligations under certain unsubordinated obligations is described by its external rating. Ratings of VERBUND are dependent on, in particular, its business development and its analysis by a rating agency. A rating of a company such as VERBUND may not adequately reflect all risks of the investment in financial instruments of such rated company. Equally, ratings may be suspended, downgraded or withdrawn. Such suspension, downgrading or withdrawal may have an adverse effect on the market value and trading price of financial instruments issued by a rated company such as VERBUND and the Notes issued by the Issuer.

3. Operational Risks

VERBUND Group may incur significant expenses for the protection and maintenance of its facilities.

VERBUND's plants and its grid infrastructure are highly exposed to weather events. Natural events like floods, storms, avalanches and mudslides may cause damage and unscheduled outages of electricity generation or transmission as well as additional costs for reconstruction and maintenance. In order to minimize the negative impacts of such weather events, structural protection measures have to be implemented and emergency processes and plans have to be put in place. This is particularly true due to climate change, as changing meteorological and geological conditions may lead to an increase in the frequency and severity of extreme weather events in the future. Furthermore, many of VERBUND Group's facilities were constructed many years ago. Older equipment, even if maintained in accordance with good engineering practices, may require significant capital expenditures to operate at peak efficiency. In addition, other equipment may require maintenance or modernisation even though it was put in use only recently. If, however, VERBUND Group underestimates required maintenance or is unable to make required expenditures due to liquidity constraints or for other reasons, it risks incurring more frequent unplanned outages, higher than anticipated maintenance expenditures or the need to purchase electricity from third parties to meet its supply obligations, possibly at times when the market price for electricity is high. Furthermore, efforts and investments to maintain or replace its plants and grid infrastructure may prove insufficient or ineffective. The occurrence of any of these risks could have material adverse effects on the net assets, financial position and/or results of operations of the VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Information and communication technology risks (Cyber Risk)

Information and communication technology ("ICT") has an important role in the production and business processes of VERBUND Group as information and communication systems increasingly support the Issuer's business activities and therefore are a key success factor. For this reason, the security and availability of the ICT network and ICT applications employed are of special importance. VERBUND Group is exposed to ICT risks in connection with the development, deployment and usage of ICT solutions designed to support the business processes. Further risks exist in the context of the storage and use of business-related data. While rapid technological progress supports the transformation of processes for data and information exchange, it also increases vulnerability to cyber attacks. The higher the level of digitalization within an organisation, the greater the problem of cyber risk (the potential risk of loss or damage caused by information or communications systems) and the greater the efforts required to ensure the security of the information and communication systems. Unauthorised access to sensitive data from outside, the improper use of such data, or the unintentional forwarding of such data by employees might lead not only to the loss of company secrets, they may also breach data privacy regulations and terms and expose the VERBUND Group to lawsuits, fines and other means of regulatory enforcement. Furthermore, by providing critical infrastructure, the VERBUND Group is also a potential target of cyber attacks that seek access to controlling components of the grid infrastructure and/or power plants by exploiting possible security vulnerabilities. While rigorous safety measures within the information and communication system have been taken to guarantee supply security, the VERBUND Group may be subject to cyber attacks and other security threats to its ICT. These kinds of security incidents can also involve considerable reputational damage. The occurrence of cyber risks, cyber attacks and data security breaches may have material adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Blackout Risk

A collapse of the power grid (collapse of the supply voltage and/or a failure or delay in performance) or an unexpected high imbalance between generation and consumption of electricity within the grid (deterioration of the grid frequency) can lead to a blackout (extensive, supra-regional power-outage). Power fluctuations may arise because of unpredictable deviations of forecasted feed-in power which is increased by the rise in photovoltaic and/or wind energy production. Unexpected, quick changes in energy production or extremely high load flows across the European extra-high voltage grid can lead to high network loads, which have to be balanced by using suitable power plants. Technical issues, cyber-attacks, natural disasters or terror attacks can cause a blackout. The occurrence of a blackout may have material adverse effects on the reputation, net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Compliance Risks

As a listed company, VERBUND is subject to numerous internal and external regulations violations of which may lead to fines or expose VERBUND to lawsuits. Furthermore, compliance infringements may also have negative implications for VERBUND Group's reputation, which could result in additional costs for marketing and brand advertising. The realisation of such risks could have an adverse effect on the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

Personnel risks

Operation and maintenance of the VERBUND Group's assets require highly qualified employees which are a key success factor in VERBUND Group's operating and strategic corporate development. In this respect, VERBUND Group is exposed to the risk of not having a sufficient number of employees with the necessary qualifications or skills. When recruiting in the relevant target groups, for example, this risk is primarily caused by competition on the labour market from other companies, exacerbated by demographic developments and stricter conditions for the energy industry. Any of these risks could result in adverse effects on the net assets, financial position and/or results of operations of VERBUND Group and on the Issuer's ability to fulfil its obligations under the Notes.

Litigation risk

VERBUND Group is subject to the risk of litigation by customers, employees, shareholders, competitors or others through private actions, and to administrative proceedings and regulatory actions. The outcome of litigation or similar proceedings or of administrative or regulatory actions is difficult to assess or quantify. Plaintiffs in private actions, regulators, supervisory authorities or prosecutors in these types of actions against VERBUND Group may seek recovery or fines or penalties in large or indeterminate amounts or other remedies that may affect the ability of VERBUND Group to conduct its business, and the magnitude of the potential losses relating to such actions may remain unknown for substantial periods of time. The cost of defending future actions may be significant. There may also be adverse publicity associated with litigation, administrative proceedings or regulatory action against VERBUND Group that could damage its reputation, regardless of whether the allegations are valid or whether VERBUND Group is ultimately found liable. As a result, litigation or other proceedings may have negative effects on the net assets, financial position and/or results of operations of VERBUND Group and the Issuer's ability to fulfil its obligations under the Notes.

Risks of force majeure, terror and sabotage

Force majeure, terror and sabotage could materially impair the production and distribution capabilities of VERBUND Group and significantly affect its business operations as well as its reputation. Interim emergency measures to swiftly recommence production and distribution of energy may not be available in a timely manner or may fail, depending on the impact and the location of any event of force majeure, acts of terror or sabotage. Losses from such events can exceed the amounts of coverage provided by insurance policies in place covering terror and sabotage. Therefore, occurrence of force majeure, terror or sabotage could adversely affect the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

Reputation risks

VERBUND Group is subject to reputation risks of loss of customer satisfaction and trust, e.g. due to dissatisfactory management of operational incidents (floods, black out) or management failures. The realisation of such risks could have an adverse effect on the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

4. Regulatory risks

VERBUND Group is affected by actions taken by the relevant supervisory authorities: Energie-Control Austria and Regulatory Commission (Regulierungskommission)

Energie-Control Austria for the Regulation of the Electricity and Natural Gas Industry (*Energie-Control Austria für die Regulierung der Elektrizitäts- und Erdgaswirtschaft – "E-Control"*) was established on the basis of the Energy Liberalization Act and is tasked with monitoring the implementation of the liberalization of the Austrian electricity and gas markets, providing support and, if necessary, intervening in a regulatory capacity. Its responsibilities and duties are defined in the Energy Control Act and include the supervision of competition in Austria for all market participants and network operators, in particular with regard to equal treatment of all market participants, supervision of unbundling, supervision of persons responsible for balance groups, balance group coordinators and control area leaders as well as supervision of the importation of electricity and natural gas from the EU and third countries. E-Control may require market participants to remedy any infringements within an appropriate period. If a market participant fails to do so, E-Control has to issue a decree ordering the remediation of the breach and can further take "all measures" in this regard.

The Regulatory Commission (*Regulierungskommission*) is a body of E-Control and consists of five members appointed by the federal government. It is responsible, in particular, for the determination of the system utilisation fees (i.e. the fees for utilising the networks) and other tariffs, the approval of the general terms and conditions of network operators for the usage of the transmission and distribution networks, the prohibition of conditions for end users that violate law or public policy, dispute resolution as well as functioning as appeal authority for appeals against decisions of the Executive Board (*Vorstand*) of E-Control.

Both, E-Control and the E-Control Commission (*Regulierungskommission*) directly influence and regulate the electricity and gas business by their actions.

VERBUND Group is subject to the risk of regulatory actions by the Austrian competent authorities E-Control and Regulatory Commission (*Regulierungskommission*), which could adversely affect the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

VERBUND Group is affected by changes of the legal and regulatory framework as well as statutory interventions and actions at national and international level.

VERBUND Group and its operations are subject to significant regulation and supervision by various regulatory bodies, including Austrian municipal, state, and federal as well as EU authorities. These regulations and supervision are subject to change (including the expansion to areas not yet regulated or the subjection to voluntary arrangements such as, for example, for balancing energy and grid loss energy). The ambitious targets towards expansion of renewable generated energy at national (e.g. 100 per cent. renewable generated energy by 2030 in Austria) and EU-level (e.g. European Green Deal) are changing the European electricity market and are critical for VERBUND Group. In addition, the updated Universal Standards of the Global Reporting Initiative (GRI) and the European Sustainability Reporting Standards (ESRS) under the Corporate Sustainability Reporting Directive (CSRD) to be applied for the financial year 2024 bring significant changes regarding sustainability reporting. Furthermore, the negative effects of climate change may force legal authorities to implement new or additional environmental protection standards or intensify and tighten existing ones. These current and emerging regulations enforcing environmental protection as well as regulations targeting energy consumption and reduction of emissions build the market conditions VERBUND Group operates in. Such regulations can be directly correlated to price risk and demand risk but also can have implications on planned infrastructure and investment projects which could lead to increasing costs for VERBUND Group to implement the necessary measures in order to comply with them. Governmental regulation and supervision, as well as future changes to laws, regulations or government policy (or in the interpretation or enforcement of existing laws or regulations) that affect VERBUND Group, its competitors or the industry as a whole may result in increased operational and administrative expenses and thus adversely affect the net assets, financial position and/or results of operations of VERBUND Group and could have considerable negative impact on the Issuer's ability to fulfil its obligations under the Notes.

Risks relating to the Notes

The risk factors relating to the Notes are presented in the following categories depending on their nature with the most material risk factor, based on the probability of their occurrence and the expected magnitude of their negative impact, presented first in each category:

1. Risks related to the nature of the Notes;
2. Risks related to specific conditions of the Notes; and
3. Other related risks.

1. Risks related to the nature of the Notes

Market price risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels or the lack of or excess demand for the type of Notes. The Holders are therefore exposed to the risk of an unfavourable development of market prices of their Notes, which materializes if Holders sell the Notes prior to the final maturity of such Notes.

In particular, a Holder is exposed to the risk that the price of the Notes falls as a result of changes in the market interest rate levels. While the nominal interest rate of a fixed rate note is fixed during the life of such notes, the current interest rate on the capital market ("market interest rate") typically changes on a daily basis. As the market interest rate changes, the price of fixed rate notes also changes, but in the opposite direction. If the market interest rate increases, the price of

fixed rate notes typically falls, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of fixed rate notes typically increases, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If a Holder holds such notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, the principal amount of the Notes.

Liquidity risk

Application has been made to the Luxembourg and Vienna Stock Exchange for the Notes (i) to be admitted to trading on the respective regulated market of the Luxembourg Stock Exchange and of the Vienna Stock Exchange, (ii) to be listed on the official list of the Luxembourg Stock Exchange and (iii) to be listed and traded on the segment corporate standard of the regulated market of the Vienna Stock Exchange. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. The liquidity of the Notes could also be subject to fluctuations during the term of the Notes and may deteriorate, in particular as a result of repurchases and redemptions.

In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

The market value of the Notes could decrease if the creditworthiness of the Issuer worsens

If, e.g., because of the materialisation of any of the risks regarding the Issuer (see above "*Risk Factors – Risks relating to the Issuer*"), the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could, nevertheless, have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as VERBUND could adversely change.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of any of the aforementioned risks regarding the Issuer. Under these circumstances, the market value of the Notes will decrease.

Risks associated with "Green Bonds"

The Issuer has established the VERBUND Green Financing Framework which further specifies the eligibility criteria for Eligible Green Projects (as defined in the section "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*").

Due to the envisaged use of the net proceeds (or an equivalent amount) from the issuance of the Notes in accordance with the VERBUND Green Financing Framework, the Issuer refers to the Notes as "green" or "sustainability" bonds. The definition or nomenclature (legal, regulatory or otherwise) of, and market consensus as to what constitutes or may be classified as, a "sustainable", "green" or equivalently labelled project or a loan that may finance such project, has, for several years, been, and continues to be, under constant development. In addition, it is an area which has been, and continues to be, the subject of many and wide-ranging voluntary and regulatory initiatives to develop rules, guidelines, standards, taxonomies and objectives.

For example, on 18 June 2020, Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088 entered into force and has applied as a whole since 1 January 2023. On 6 July 2021, the European Commission proposed a regulation on a voluntary European Green Bond Standard (the "**European Green Bond Standard**"). The standard will use the definitions of green economic activities in the Regulation (EU) 2020/852 (the "**EU Taxonomy**") to define what is considered a green investment. On 1 March 2023, a preliminary political agreement had been reached on the final provisions for the regulation. To this extent, Regulation (EU) 2023/2631 of the European Parliament and of the Council of 22 November 2023 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the "**EuGB Regulation**") introduces the "European Green Bond Standard" or ("**EuGBS**") as a designation which can be used on a voluntary basis by bond issuers using definitions of

green economic activities in the EU Taxonomy to define what is considered a green investment. The EuGB Regulation was published in the Official Journal of the European Union on 22 November 2023 and will apply from 21 December 2024.

The Notes will not at any time be eligible for the Issuer to be able to use the designation of "European green bond" or "EuGB" nor is the Issuer under any obligation to take steps to have the Notes become eligible for such designation.

There can be no assurance by the Issuer, the Joint Bookrunners or the Joint ESG Structuring Agents or the second party opinion provider (ISS ESG) that the VERBUND Green Financing Framework and the use of proceeds of the Notes will satisfy, whether in whole or in part, any existing or future legislative or regulatory requirements, or any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates.

In the event that the Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Joint Bookrunners or the Joint ESG Structuring Agents or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Joint Bookrunners or the Joint ESG Structuring Agents or any other person that any such listing or admission to trading will be obtained in respect of any Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply the proceeds of the Notes for "Eligible Green Projects" (as defined in the section "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*") in, or substantially in, the manner described in the section "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*", there can be no assurance by the Issuer, the Joint ESG Structuring Agents or the Joint Bookrunners that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Green Projects. Nor can there be any assurance by the Issuer, the Joint ESG Structuring Agents or the Joint Bookrunners that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. As also further specified below, any such event or any failure by the Issuer to do so will not give the holder the right to early terminate the Notes.

The Issuer has appointed ISS ESG to provide a Second Party Opinion on the VERBUND Green Financing Framework. Such Second Party Opinion provides an opinion regarding the alignment of the VERBUND Green Financing Framework with relevant market standards and its robustness and credibility in the meaning of such market standards. The Second Party Opinion does not form part of this Prospectus and is only an opinion and not a statement of fact. Holders will have no recourse against the provider of any Second Party Opinion.

Investors should note that it will not constitute an event of default under the terms of the Notes nor result in an obligation of the Issuer to redeem the Notes early, or it will not give the holders of Notes the right to otherwise early terminate and demand early redemption of the Notes, or it will not give rise to any claims from the holders of Notes nor will it be taken into account by the Issuer when determining whether any optional early redemption right shall be exercised or trigger any kind of put right if the Issuer fails to observe the provisions specified in the Prospectus or the VERBUND Green Financing Framework relating to the envisaged use of proceeds of the Notes or the Issuer's intentions as regards allocation and impact reporting or if the Issuer fails to publish a Sustainability Report (as defined in the section "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*") or if any such Notes are no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid. Further, a mismatch between the maturity of an Eligible Green Project and the minimum duration of the Notes will not constitute an event of default under the terms of the Notes nor give the holder the right to terminate the Notes early.

Materialization of any of the risks described above and in particular a negative change to, or a withdrawal of, any Second Party Opinion, may affect the value of the Notes and may have consequences for certain investors with portfolio mandates to invest in green, sustainable or other equivalently labelled assets.

No assurance or representation is given by the Issuer, any other entity of VERBUND Group, the Joint ESG Structuring Agents, the Joint Bookrunners, ISS ESG in its capacity as second party opinion provider as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of the Notes to fulfil any social, sustainability and/or other criteria. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus.

Neither the Second Party Opinion, nor any other opinion of a third party are intended to address credit, market or other aspects or factors of any investment in the Notes by any prospective investor.

Second party opinion providers such as ISS ESG and providers of similar opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. Any such opinion, certification or verification is not, nor should be deemed to be, a recommendation by the Issuer, any entity of VERBUND Group, the Joint ESG Structuring Agents, the Joint Bookrunners, any second party opinion providers such as ISS ESG, or any other person to buy, sell or hold any Notes. Holders have no recourse against the Issuer, any of the Joint ESG Structuring Agents, the Joint Bookrunners, any second party opinion provider or the provider of any opinion, certification or verification for the contents of any such opinion, certification or verification, which is only current as at the date it was initially issued and may change during time. Furthermore, the Second Party Opinion or any other opinion of a third party may be amended, supplemented or replaced from time to time. Prospective investors must determine for themselves the relevance of any such opinion, certification or verification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Notes. Any withdrawal of any such opinion, certification or verification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining on or certifying on may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

2. Risks related to specific conditions of the Notes

If Notes are redeemed prior to maturity, a Holders of such Notes is exposed to the risk of a lower yield than expected.

At the Issuer's option, the Notes may be redeemed prior to the Maturity Date *at par* plus accrued interest if, as a result of a future change of the laws applicable in the Republic of Austria, the Issuer will be obliged to pay Additional Amounts (as defined in the Terms and Conditions).

In addition, the Notes may be redeemed prior to the Maturity Date (i) at the option of the Issuer at the Make-Whole Redemption Amount (*make-whole call*), (ii) at the option of the Issuer on each Business Day within a three-month period prior to the maturity date of the Notes (*3-month par call*), or (iii) at the option of the Issuer if at any time the aggregate principal amount of the Notes is equal to or less than 25 per cent. of the aggregate principal amount of the Notes originally issued (*clean-up call*). If the Notes are redeemed by the Issuer earlier than expected by a Holder, a Holder is exposed to the risk that due to the early redemption his investment will have a yield lower than expected and to the risks connected with any reinvestment of the cash proceeds received as a result of the early redemption. The redemption amount may be lower than the then prevailing market price of and the purchase price for the Notes paid by the Holder for the Notes so that the Holder in such case would not receive the total amount of the capital.

The Issuer's ability to redeem or repurchase the Notes upon the occurrence of a change of control event may be limited by its access to funds.

Upon the occurrence of a Change of Control (as defined in the Terms and Conditions) and the Issuer's rating being below a certain threshold (as further specified in the Terms and Conditions), Holders will have the right to require the redemption in whole but not in part of their Notes at the principal amount of such Notes together with unpaid interest accrued to but excluding the date of redemption. The Issuer's ability to redeem the Notes upon such a change of control event will be limited by its access to funds at the time of the redemption. Upon such change of control event, the Issuer may be required

to repay the aggregate principal amount of such Notes then outstanding, plus accrued and unpaid interest within a short period of time. The source of funds for these repayments would be the available cash or cash generated from other sources. However, there can be no assurance that there will be sufficient funds available upon a change of control event to make these repayments and any required redemption of tendered Notes.

The Terms and Conditions, including the terms of payment of principal and interest, can be amended by a Holders' resolution and any such resolution will be binding for all Holders. Any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes then outstanding.

The Terms and Conditions may be amended or other measures relating to the Notes may be resolved by majority resolution of the Holders. The voting process under the Terms and Conditions will be governed by the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) ("**SchVG**"), pursuant to which the required participation of Holder votes (quorum) is principally set at 50 per cent. of the aggregate principal amount of the Notes then outstanding. In case there is no sufficient quorum, there is no minimum quorum requirement at a second meeting (unless the resolution to be passed requires a qualified majority, in which case Holders representing at least 25 per cent. of the principal amount of Notes then outstanding must participate in the meeting or voting). As the relevant majority for Holders' resolutions is generally based on votes cast, rather than on principal amount of the Notes outstanding, the aggregate principal amount required to vote in favour of an amendment will vary based on the Holders participating in such vote. Therefore, a Holder is subject to the risk of being outvoted by a majority resolution of other Holders and losing rights towards the Issuer against his will in the event that Holders holding a sufficient aggregate principal amount of the Notes participate in the vote and agree to amend the Terms and Conditions or on other matters relating to the Notes by majority vote in accordance with the Terms and Conditions and the SchVG. Furthermore, despite the Terms and Conditions being governed by German law, it cannot be ruled out that investors seek remedies under the Austrian Bond Trustee Act (*Kuratorenengesetz*) Gazette RGBI 1874/49, as amended and as supplemented by the Austrian Bond Trustee Supplementation Act (*Kuratorenenergänzungsgesetz*) Gazette RGBI 111/1877, leading to the appointment of a bondholder trustee (*Kurator*) by an Austrian court, if such court accepts jurisdiction, to represent the joint interests of the Holders. If appointed, such trustee will exercise the rights and represent the interests of the Holders and is entitled to make statements on their behalf which shall be binding on all Holders. This can conflict with decisions passed by a Holder majority under the SchVG as described above or otherwise adversely affect the interests of individual or all Holders.

In case of certain events of default, the Notes will only be redeemable if Holders holding at least 25 per cent. of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration may be rescinded by majority resolution of the Holders.

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when Citibank Europe plc (the "**Paying Agent**") has received such default notices from Holders representing at least 25 per cent. of the aggregate principal amount of the Notes then outstanding. In addition, under the SchVG, even if the threshold of 25 per cent. for a default notice has been reached, the Holders could rescind such acceleration by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Holders would have to consent to a rescission than have delivered default notices.

Holders should be aware that, as a result, they may not be able to accelerate the Notes upon the occurrence of certain events of default, unless the required quorum of Holders delivers default notices and such acceleration is not rescinded by majority resolution of the Holders.

Since no Joint Representative will be appointed as from the Issue Date, it may be difficult for Holders to take collective action with respect to the Notes.

No initial joint representative for the Holders ("**Joint Representative**") will be appointed under the Terms and Conditions. However, any appointment of a Joint Representative post-issuance of the Notes will require a majority resolution of the Holders and as a consequence it will become more difficult for Holders to take collective action with respect to the Notes.

It is possible that a Holder may be deprived in its individual right to pursue and enforce its rights under the Terms and Conditions if such right was passed on a Joint Representative.

If a Joint Representative will be appointed by majority decision of the Holders it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, if such right was passed to the Joint Representative by majority vote for the Notes who is then exclusively responsible to claim and enforce the rights of all the Holders.

3. Other related risks

No restriction on the amount of debt which the Issuer may incur in the future or on securing other debt which is not Capital Market Indebtedness (as defined in the Terms and Conditions)

There is no restriction on the amount of debt which the Issuer or any of its subsidiaries may issue which ranks equal to the Notes. The negative pledge contained in the Terms and Conditions does not prevent the Issuer from securing financial indebtedness provided by banks but only refers to Capital Market Indebtedness (as defined in the Terms and Conditions). Such issuance of further debt or securing debt which is not Capital Market Indebtedness may reduce the amount recoverable by the Holders upon winding-up or insolvency of the Issuer and may negatively affect the Issuer's ability to perform its obligations under the Notes. In such case, the market price of the Notes may be negatively affected, and the Holders might not be able to realize the expected yield from the investment in the Notes.

Structural subordination of the rights under the Notes

The Issuer is the parent company of the VERBUND Group and as such receives a significant part of its financial resources from distributions on equity instruments issued by its subsidiaries. Distributions on such equity instruments can only be made after full payment of, or provisioning for, amounts due to the creditors of such subsidiaries. As a result, the rights under the Notes are structurally subordinated to the rights of creditors of the Issuer's subsidiaries and in the event of an insolvency of the Issuer such creditors need to be paid in full before any amount can be made available to the Issuer for payment to its creditors. If this risk materializes this could have a material adverse effect on the value of and return on the Notes; investors may receive less principal than expected, or no principal at all.

A potential investor may not rely on the Issuer, any Joint Bookrunner or any of their respective affiliates in connection with its determination as to the legality or suitability of its acquisition of the Notes.

Each potential investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, whether its acquisition of the Notes is fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity) and is a fit, proper and suitable investment for it (or if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A potential investor may not rely on the Issuer, any Joint Bookrunner or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

TERMS AND CONDITIONS OF THE NOTES

Diese Emissionsbedingungen der Schuldverschreibungen (die "**Emissionsbedingungen**") sind in deutscher Sprache abgefasst und mit einer englischen Übersetzung versehen. Der deutsche Wortlaut ist rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

1. WÄHRUNG, STÜCKELUNG, FORM

1.1 *Währung; Stückelung.* Diese Schuldverschreibungen (die "**Schuldverschreibungen**") der VERBUND AG (die "**Emittentin**") werden in Euro im Gesamtnennbetrag, vorbehaltlich Ziffer 1.6, von Euro 500.000.000 (in Worten: fünfhundert Millionen Euro) mit einem Nennbetrag von jeweils Euro 100.000 (der "**Nennbetrag**") begeben.

1.2 *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

1.3 *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") und zusammen mit der vorläufigen Globalurkunde eine "**Globalurkunde**") ohne Zinsscheine, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften eines oder zweier ordnungsgemäß bevollmächtigte(n)(r) Vertreter(s) der Emittentin und sind jeweils von der Zahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde ausgetauscht, der nicht weniger als 40 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die

These terms and conditions of the notes (the "**Terms and Conditions**") are written in the German language and provided with an English language translation. The German text shall be the legally binding version. The English language translation is provided for convenience only.

1. CURRENCY, DENOMINATION, FORM

1.1 *Currency; Denomination.* These Notes (the "**Notes**") of VERBUND AG (the "**Issuer**") are being issued in Euro in the aggregate principal amount, subject to Clause 1.6, of Euro 500,000,000 (in words: five hundred million euro) with a principal amount of Euro 100,000 each (the "**Principal Amount**").

1.2 *Form.* The Notes are being issued in bearer form.

1.3 *Temporary Global Note – Exchange.*

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

(b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary

vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese vorläufige Globalurkunde gemäß Absatz (b) dieser Ziffer 1.3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern (wie in Ziffer 4.3 definiert).

- 1.4 *Clearing System.* Die die Schuldverschreibungen verbrieftende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. "**Clearing System**" bedeutet jeweils folgendes: Clearstream Banking S.A., Luxembourg, ("**CBL**"), 24 Avenue JF Kennedy, 1855 Luxemburg und Euroclear Bank SA/NV ("**Euroclear**"), 1 Boulevard du Roi Albert II, 1210 Brüssel, Belgien (CBL und Euroclear jeweils ein "**International Central Securities Depository**" oder "**ICSD**" und zusammen die "**ICSDs**").

Die Schuldverschreibungen werden in Form einer new global note ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

- 1.5 *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen treugeberischen oder eigenen Rechts an den Globalurkunden.
- 1.6 *Register der ICSDs.* Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern

Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this Clause 1.3. Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in Clause 4.3).

- 1.4 *Clearing System.* Each Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means each of the following: Clearstream Banking S.A. Luxembourg, ("**CBL**"), 24 Avenue JF Kennedy, 1855 Luxembourg and Euroclear Bank SA/NV ("**Euroclear**"), 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium (CBL and Euroclear each an "**International Central Securities Depository**" or "**ICSD**" and together the "**ICSDs**").

The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

- 1.5 *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Global Notes.
- 1.6 *Records of the ICSDs.* The nominal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered

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 über den Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder einer Zinszahlung 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 bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine vorläufige Globalurkunde verbriefter Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

2. STATUS, NEGATIVVERPFLICHTUNG

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

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 nominal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the nominal 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 interest payment 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 any redemption, payment 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 nominal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate nominal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

2. STATUS, NEGATIVE PLEDGE

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

2.2 *Negativverpflichtung der Emittentin.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen den Clearing Systemen zur Verfügung gestellt worden sind, keine dinglichen Sicherungsrechte (zusammen die "**Dinglichen Sicherheiten**") an ihrem gegenwärtigen oder zukünftigen Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit (wie im Folgenden definiert), die von der Emittentin oder einer Wesentlichen Tochtergesellschaft eingegangen oder gewährleistet ist, zu bestellen oder eine solche Belastung zu diesem Zweck bestehen zu lassen, es sei denn, die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen werden vorbehaltlich Ziffer 2.3 durch die betreffende Dingliche Sicherheit gleichrangig mit der jeweiligen Kapitalmarktverbindlichkeit (oder, sofern es sich dabei um eine nachrangige Verbindlichkeit handelt, im Vergleich dazu vorrangig) besichert.

"Kapitalmarktverbindlichkeit" ist jede Zahlungsverpflichtung aus Mittelaufnahmen in Form von oder verbrieft in Schuldscheinen, Teilschuldverschreibungen, Schuldverschreibungen, Anleihen oder sonstigen Wertpapieren, die an einer Wertpapierbörse oder in einem anderen anerkannten Wertpapiermarkt notiert oder zugelassen sind oder gehandelt werden bzw. notiert, zugelassen oder gehandelt werden können, in einem Betrag von mindestens EUR 50.000.000 oder Gegenwert in einer oder mehreren anderen Währung/en. Wertpapiere, die im Rahmen einer Verbriefung von Forderungen (z.B. Asset Backed-Wertpapiere) oder einer Projektfinanzierung begeben wurden, stellen keine Kapitalmarktverbindlichkeiten dar.

"Wesentliche Tochtergesellschaft" bezeichnet jede Tochtergesellschaft der Emittentin, die nach Maßgabe der International Financial Reporting Standards (IFRS) oder anderer auf die Emittentin anwendbarer Rechnungslegungsgrundsätze konsolidiert ist und deren Nettoumsatz oder Bilanzsumme (mit Ausnahme konzerninterner Umsätze oder Vermögenswerte einer Tochtergesellschaft, die sich nicht in den

2.2 *Negative Pledge of the Issuer.* So long as any of the Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Clearing Systems, the Issuer undertakes not to grant or permit to subsist any form of security interest in rem (*dingliches Sicherungsrecht*) (together, "**Encumbrances**") upon any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined below) issued or guaranteed by the Issuer or any of its Material Subsidiaries unless, subject to Clause 2.3, the Issuer's obligations under the Notes are secured equally with (or, in case such Capital Market Indebtedness is subordinated debt, senior in priority to) the Capital Market Indebtedness secured by such Encumbrance.

"Capital Market Indebtedness" means any obligation for the payment of borrowed money which is in the form of, or represented by, a certificate of indebtedness or in the form of, or represented by bonds, notes, loan stock or other securities which are, or are capable of being quoted, listed, dealt in or traded on a stock exchange or other recognised securities market amounting to or exceeding EUR 50,000,000 or its equivalent in another currency or currencies. Any security which has been issued within the scope of a securitisation of assets (e. g. asset backed securities) or with regard to project financings is not a Capital Market Indebtedness.

"Material Subsidiary" means any subsidiary of the Issuer consolidated in accordance with the International Financial Reporting Standards (IFRS) or any other accounting standard applicable to the Issuer, the net revenues or total assets of which (other than intra group revenues or intra group assets of a subsidiary which are not reflected in the consolidated revenues or the consolidated total assets of the Issuer) represent at least 10 per cent. of the consolidated revenues

konsolidierten Umsatzerlösen oder der konsolidierten Bilanzsumme der Emittentin niederschlagen) mindestens 10% der konsolidierten Umsatzerlöse oder der konsolidierten Bilanzsumme der Emittentin gemäß Ausweis im jüngsten geprüften konsolidierten Abschluss der Emittentin entspricht.

- 2.3 *Beschränkung.* Die Verpflichtungserklärung nach Ziffer 2.2 gilt nicht für eine Erlaubte Belastung.

"Erlaubte Belastung" bezeichnet (i) jede Dingliche Sicherheit, die sich ausschließlich per Gesetz ergibt, sowie (ii) jede zum Tag der Begebung der Schuldverschreibungen bestehende Dingliche Sicherheit sowie jede andere künftige Dingliche Sicherheit, die diese bestehende Dingliche Sicherheit ersetzt, bis zur Höhe ihres ursprünglichen Betrags.

- 2.4 *Bestellung zusätzlicher Sicherheiten.* Entsteht für die Emittentin die Verpflichtung zur Besicherung der Schuldverschreibungen gemäß Ziffer 2.2, so ist die Emittentin berechtigt, diese Verpflichtung dadurch zu erfüllen, dass ein Sicherungsrecht an dem jeweiligen Sicherungsgegenstand zugunsten eines von der Emittentin bestellten Sicherheitentreuhänders begründet wird, und zwar in einer Weise, dass der Sicherheitentreuhänder diesen Sicherungsgegenstand dinglich oder, falls rechtlich nicht möglich, aufgrund schuldrechtlicher Vereinbarung gleichrangig zugunsten der Gläubiger der Schuldverschreibungen und der Gläubiger derjenigen Kapitalmarktverbindlichkeit hält, die aufgrund einer Besicherung mit einem Sicherungsrecht zur Bestellung dieses Sicherungsrechts an dem betreffenden Sicherungsgegenstand führte.

3. ZINSEN

- 3.1 *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem 17. Mai 2024 (der **"Verzinsungsbeginn"**) (einschließlich) bis zum Fälligkeitstag (wie in Ziffer 5.1 definiert) (ausschließlich) mit 3,250% *per annum* verzinst. Die Zinsen sind nachträglich am 17. Mai eines jeden Jahres (jeweils ein **"Zinszahlungstag"**) zu zahlen. Die erste Zinszahlung erfolgt am 17. Mai 2025.

or the consolidated total assets of the Issuer as shown in the most recent audited consolidated financial statements of the Issuer.

- 2.3 *Limitation.* The undertaking pursuant to Clause 2.2 shall not apply to a Permitted Encumbrance:

"Permitted Encumbrance" means (i) any Encumbrance arising solely by operation of law and (ii) any existing Encumbrance on the issue date of the Notes and any other future Encumbrance replacing such existing Encumbrance up to the original amount thereof.

- 2.4 *Provision of Additional Security.* Whenever the Issuer becomes obligated to secure the Notes pursuant to Clause 2.2, the Issuer shall be entitled to discharge such obligation by a security interest in the relevant collateral to a security trustee appointed by the Issuer, such security trustee to hold such collateral and the security interest that gave rise to the creation of such collateral, equally (*dinglich oder, falls rechtlich nicht möglich, aufgrund schuldrechtlicher Vereinbarung gleichrangig*), for the benefit of the Holders and the holders of the Capital Market Indebtedness secured by the security interest that gave rise to the creation of such security interest in such collateral.

3. INTEREST

- 3.1 *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their Principal Amount at the rate of 3.250 per cent. per annum from and including 17 May 2024 (the **"Interest Commencement Date"**) to but excluding the Maturity Date (as defined in Clause 5.1). Interest shall be payable in arrear on 17 May in each year (each such date, an **"Interest Payment Date"**). The first payment of interest shall be made on 17 May 2025.

3.2 *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, fallen auf den ausstehenden Gesamtnennbetrag der Schuldverschreibungen ab dem Tag der Fälligkeit (einschließlich) bis zum Tag (ausschließlich), an dem Kapital und Zinsen aus oder im Zusammenhang mit den Schuldverschreibungen dem Clearing System zur Verfügung gestellt worden sind, Zinsen zum gesetzlich festgelegten Satz für Verzugszinsen an³.

3.3 *Zinsberechnungsmethode.* Sind Zinsen für einen Zeitraum zu berechnen, der kürzer als eine Zinsperiode (wie in dieser Ziffer 3.3 definiert) ist, so werden die Zinsen auf der Grundlage der tatsächlichen Anzahl der Kalendertage in dem jeweiligen Zeitraum ab dem Tag, an dem Zinsen auflaufen (einschließlich), bis zum letzten Tag, an dem Zinsen auflaufen, geteilt durch die Anzahl der Kalendertage in der Zinsperiode, in die der jeweilige Zeitraum fällt (einschließlich des ersten Tages, aber ausschließlich des letzten Tages).

"**Zinsperiode**" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach ab dem jeweiligen Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich).

4. ZAHLUNGEN

4.1 *Zahlungen von Kapital und Zinsen.* Die Emittentin verpflichtet sich, Kapital und Zinsen auf die Schuldverschreibungen sowie alle sonstigen auf die Schuldverschreibungen zahlbaren Beträge bei Fälligkeit in Euro zu zahlen. Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt nach Maßgabe von Ziffer 4.2 an die Zahlstelle zur Weiterleitung an das Clearing System oder an dessen Order zur Gutschrift für die jeweiligen Kontoinhaber. Die Zahlung an das Clearing System oder an dessen Order, vorausgesetzt, die Schuldverschreibungen werden noch durch

3.2 *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from and including the due date to but excluding such date as principal and interest on or in connection with the Notes has been placed at the disposal of the Clearing System at the default rate of interest established by law².

3.3 *Day Count Convention.* Where interest is to be calculated in respect of a period which is shorter than an Interest Period (as defined in this Clause 3.3), the interest will be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the actual number of calendar days in the Interest Period in which the relevant period falls (including the first such day but excluding the last).

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

4. PAYMENTS

4.1 *Payment of principal and interest.* The Issuer undertakes to pay, as and when due, principal and interest as well as all other amounts payable on the Notes in euro. Payment of principal and interest on the Notes shall be made, in accordance with Clause 4.2, to the Paying Agent for on-payment to the Clearing System or to its order for credit to the respective accountholders. Payments to the Clearing System or to its order shall, to the extent of amounts so paid and provided the Notes are still held on behalf of the Clearing System,

² Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch ("**BGB**").

The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, Section 288 Subsection 1 and Section 247 of the German Civil Code.

das Clearing System gehalten, befreit die Emittentin in Höhe der geleisteten Zahlung von ihren entsprechenden Verbindlichkeiten aus den Schuldverschreibungen.

4.2 *Geltende steuerliche und sonstige Vorschriften.* Sämtliche Zahlungen stehen in allen Fällen unter dem Vorbehalt geltender steuerlicher und sonstiger gesetzlicher Vorschriften, Richtlinien, Verordnungen oder Verträgen, denen sich die Emittentin oder eine Zahlstelle unterworfen haben. Die Emittentin ist nicht für irgendwelche Steuern oder Abgaben gleich welcher Art verantwortlich, die aufgrund solcher gesetzlichen Vorschriften, Richtlinien, Verordnungen oder Verträgen auferlegt oder erhoben werden. Dies berührt jedoch nicht die Bestimmungen von Ziffer 7. Den Gläubigern werden keine Kosten oder Gebühren in Bezug auf diese Zahlungen auferlegt.

4.3 *Lieferung und Zahlungen nur außerhalb der Vereinigten Staaten.* Unbeschadet der übrigen Bestimmungen in diesen Emissionsbedingungen erfolgen die Lieferung oder Kapitalrückzahlungen oder Zinszahlungen bezüglich der Schuldverschreibungen, sei es in bar oder in anderer Form, ausschließlich außerhalb der Vereinigten Staaten. "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

4.4 *Geschäftstagekonvention und 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 Tag, der ein Geschäftstag ist. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verzögerung zu verlangen.

"**Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem alle betroffenen Bereiche des Real-time Gross Settlement System des Eurosystems oder

constitute the discharge of the Issuer from its corresponding obligations under the Notes.

4.2 *Applicable fiscal and other laws.* All payments will be subject in all cases to any applicable fiscal and other laws, directives and regulations or agreements to which the Issuer or any Paying Agent agree to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Clause 7. No commission or expenses shall be charged to the Holders in respect of such payments.

4.3 *No delivery or payment except outside United States.* Notwithstanding any other provision of these Terms and Conditions, no delivery or payment of principal or interest in respect of the Notes, whether in cash, reference property or otherwise, shall be made unless such payment is made outside the United States. "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

4.4 *Business Day Convention and Business Day.* If the due 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 day that is a Business Day. The Holder shall not be entitled to further interest or any other payment in respect of such delay.

"**Business Day**" means any day which is a day (other than a Saturday or a Sunday) on which all relevant parts of the real time gross settlement system operated by the Eurosystem or any successor/replacement ("**T2**") are operational.

dessen Nachfolger oder Ersatzsystem ("T2") betriebsbereit sind.

4.5 *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Emissionsbedingungen auf einen Kapitalbetrag der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag; den Vorzeitigen Rückzahlungsbetrag, den Nennbetrag, den Make-Whole Redemption Amount sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf die Schuldverschreibungen sollen Zinszahlungen nach Ziffer 3.1 und sämtliche gemäß Ziffer 7 zahlbaren zusätzlichen Beträge einschließen.

5. RÜCKZAHLUNG

5.1 *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 17. Mai 2031 (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag.

5.2 *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Sollte die Emittentin zur Zahlung von Zusätzlichen Beträgen (wie in Ziffer 7 dieser Bedingungen definiert) aufgrund einer Änderung des Steuerrechts (wie nachstehend definiert) am nächstfolgenden Zinszahlungstag (wie in Ziffer 3.1 definiert) verpflichtet sein und kann diese Verpflichtung nicht durch das Ergreifen angemessener, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Zahlstelle und gemäß Ziffer 12 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zu dem für die

4.5 *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount; the Early Redemption Amount; the Principal Amount, the Make-Whole Redemption Amount and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include interest payments in accordance with Clause 3.1 and any Additional Amounts which may be payable under Clause 7.

5. REDEMPTION

5.1 *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 17 May 2031 (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its Principal Amount.

5.2 *Early Redemption for Reasons of Taxation.* If as a result of any Tax Law Change (as hereinafter defined) the Issuer is required to pay Additional Amounts (as defined in Clause 7 herein) on the next succeeding Interest Payment Date (as defined in Clause 3.1) and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Paying Agent and, in accordance with Clause 12 to the Holders, at their Early Redemption Amount (as defined below), together with interest (if any) accrued to the date fixed for redemption.

Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden.

Eine "**Änderung des Steuerrechts**" ist (i) eine Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden, (ii) die Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften, (iii) jede von den Steuerbehörden oder der zuständigen Gerichtsbarkeit in der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden getroffene Maßnahme/Entscheidung, unabhängig davon, ob eine derartige Maßnahme in Zusammenhang mit der Emittentin stehen, oder (iv) jede Änderung, jeder Zusatz, jede Neufassung, Anwendung, Auslegung oder Durchsetzung der Gesetze der Republik Österreich (oder jeder dazu ergangenen Verordnung oder Regelung), der oder die offiziell vorgeschlagen wurde (vorausgesetzt, diese Änderung, dieser Zusatz, diese Neufassung, Anwendung, Auslegung oder Durchsetzung würde am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam werden).

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß Ziffer 12 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

5.3 *Kontrollwechsel.* Tritt ein Kontrollwechsel (wie nachstehend definiert) ein und kommt es innerhalb des Kontrollwechselzeitraums zu

A "**Tax Law Change**" is (i) any change in, or amendment to, the laws or regulations of the Republic of Austria or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, (ii) any change in, or amendment to, an official interpretation, administrative guidance or application of such laws or regulations, (iii) any action and/or decision which shall have been taken by any taxing authority, or any court of competent jurisdiction of the Republic of Austria or any political subdivision or taxing authority thereof or therein, whether or not such action was taken or brought with respect to the Issuer, or (iv) any change, amendment, application, interpretation or execution of the laws of the Republic of Austria (or any regulations or ruling promulgated thereunder), which change, amendment, action, application, interpretation or execution is officially proposed and would have effect on or after the date on which the last tranche of this series of Notes was issued.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts where a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts or make such deduction or withholding does not remain in effect.

Any such notice shall be given in accordance with Clause 12. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

5.3 *Change of Control.* If there occurs a Change of Control (as defined below) and within the Change of Control Period a Rating Downgrade

einer Absenkung des Ratings (wie nachstehend definiert) auf Grund des Kontrollwechsels (zusammen, ein "**Rückzahlungsereignis**"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach diesen Anleihebedingungen angezeigt hat), die Rückzahlung seiner Schuldverschreibungen im Ganzen aber nicht in Teilen durch die Emittentin zum Nennbetrag, zuzüglich angewachsener Zinsen bis zum Put-Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

bedeutet "**Rating Agentur**" Standard and Poor's Global Ratings, eine Abteilung von Standard and Poor's Global Inc. ("**S&P**") und Moody's Investors Services Limited ("**Moody's**") oder eine ihrer jeweiligen Nachfolgesellschaften oder jede andere Rating Agentur vergleichbaren internationalen Ansehens, wie von Zeit zu Zeit durch die Emittentin bestimmt;

gilt eine "**Absenkung des Ratings**" in Bezug auf einen Kontrollwechsel als eingetreten, wenn (a) innerhalb des Kontrollwechselzeitraums irgendein vorher für die Emittentin oder die Schuldverschreibungen vergebenes Rating einer Rating Agentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert oder (iii) (falls das für die Schuldverschreibungen vergebene Rating einer Rating Agentur unterhalb des Investment Grade Ratings liegt) um einen ganzen Punkt (z.B. von BB+ auf BB von S&P oder von Ba1 auf Ba2 von Moody's oder eine ähnliche Absenkung eines gleichwertigen Ratings) abgesenkt wird oder (b) zur Zeit des Kontrollwechsels kein Rating für die Schuldverschreibungen oder die Emittentin vergeben ist und keine Rating Agentur während des Kontrollwechselzeitraums ein Investment Grade Rating für die Schuldverschreibungen vergibt (es sei denn, die

(as defined below) in respect of that Change of Control occurs (together a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with these Terms and Conditions) to require the Issuer to redeem, in whole but not in part, the Notes held by it on the Optional Redemption Date at their Principal Amount together with interest accrued to, but excluding, the Put Redemption Date.

For the purposes of this option:

"**Rating Agency**" means Standard and Poor's Global Ratings, a division of Standard and Poor's Global Inc. ("**S&P**") and Moody's Investors Services Limited ("**Moody's**") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by the Issuer.

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control (a) if within the Change of Control Period one of the ratings previously assigned to the Issuer or the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse) or (iii) (if the rating assigned to the Notes by any Rating Agency shall be below an investment grade rating) lowered one full rating notch (e.g. from BB+ to BB by S&P or from Ba1 to Ba2 by Moody's or such similar lower of equivalent rating) or (b) if at the time of the Change of Control, there is no rating assigned to the Notes or the Issuer and no Rating Agency assigns during the Change of Control Period an investment grade credit rating to the Notes (unless the Issuer is unable to obtain such a rating within such period having used all reasonable endeavours to do so and

Emittentin ist trotz zumutbarer Anstrengungen innerhalb dieses Zeitraums nicht in der Lage ein solches Rating zu erhalten, ohne dass dies seine Ursache im Kontrollwechsel hat);

gilt ein "**Kontrollwechsel**" als das Überschreiten des Schwellenwertes von 50% der stimmberechtigten Aktien der Emittentin durch jede direkte oder indirekte Erlangung des unmittelbaren oder wirtschaftlichen Besitzes sowie jede Erlangung eines direkten oder indirekten unmittelbaren oder wirtschaftlichen Anspruchs (wie in den §§ 130 bis 133 österreichisches Börsegesetz 2018 beschrieben); ein "Kontrollwechsel" gilt nicht als eingetreten, wenn (i) die Republik Österreich oder eine von ihr direkt oder indirekt zu 100% gehaltene Tochtergesellschaft unmittelbar oder mittelbar mindestens 50% der stimmberechtigten Aktien der Emittentin hält oder anderweitig die Kontrolle über die Emittentin ausübt; oder (ii) die Republik Österreich oder eine direkte oder indirekte 100%-ige Tochtergesellschaft weniger als 50% der Aktien der Emittentin hält und keine andere Person oder andere gemeinsam handelnde Personen die Kontrolle über die Emittentin erlangt/erlangen;

ist der "**Kontrollwechselzeitraum**" der Zeitraum, der 120 Tage nach dem Eintritt eines Kontrollwechsels endet;

bezeichnet "**Kontrolle**" die Ermächtigung, die Geschäftsführung eines Unternehmens zu steuern oder steuern zu lassen, entweder durch das Eigentum von Geschäftsanteilen, stimmberechtigten Wertpapieren oder anderen Beteiligungspapieren oder über Vorzugs- oder Vetorechte, aufgrund vertraglicher Vereinbarung oder anderweitig, durch das unmittelbare oder mittelbare Eigentum der Mehrheit der Anteile bzw. der stimmberechtigten Anteile an diesem Unternehmen; und "**Kontrolle ausüben**" ist entsprechend auszulegen; und

ist der "**Put-Rückzahlungstag**" der siebte Tag nach dem letzten Tag des Rückzahlungszeitraums.

such failure is unconnected with the occurrence of the Change of Control).

A "**Change of Control**" means exceeding the threshold of 50 per cent. of the voting shares of the Issuer through obtaining any direct or indirect legal or beneficial ownership or obtaining any direct or indirect legal or beneficial entitlement (as described in Sections 130 to 133 of the Austrian Stock Exchange Act 2018 (*Börsegesetz 2018*)); a "Change of Control" shall not have occurred if (i) the Republic of Austria or any of its directly or indirectly held wholly-owned subsidiaries directly or indirectly holds at least 50 per cent. of the shares in the Issuer carrying voting rights or otherwise Controls the Issuer; or (ii) the Republic of Austria or any direct or indirect wholly-owned subsidiary holds less than 50 per cent. of the shares of the Issuer and no other person or persons acting in concert acquire Control over the Issuer.

"**Change of Control Period**" means the period ending 120 days after the occurrence of the Change of Control.

"**Control**" means the power to direct or cause the direction of the management of a company, whether through ownership of shares, voting securities, or other ownership interests, or through preferential or veto rights, by contract or otherwise, or owning, directly or indirectly, the majority of the shares in such company or the majority of the shares in such company carrying voting rights; and "**Controls**" shall be construed accordingly; and

"**Put Redemption Date**" is the seventh day after the last day of the Put Period.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird die Emittentin den Gläubigern gemäß Ziffer 12 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmitteilung**"), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in dieser Ziffer 5.3 genannten Wahlrechts angegeben sind.

Zur Ausübung dieses Wahlrechts muss der Gläubiger während der normalen Geschäftsstunden innerhalb eines Zeitraums (der "**Rückzahlungszeitraum**") von 45 Tagen nachdem die Rückzahlungsmitteilung veröffentlicht ist eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung bei der angegebenen Niederlassung der Zahlstelle einreichen (die "**Ausübungserklärung**"), die in ihrer jeweils maßgeblichen Form bei der angegebenen Niederlassung der Zahlstelle erhältlich ist. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.

5.4 *Vorzeitige Rückzahlung bei geringem ausstehenden Gesamtnennbetrag.* Wenn zu irgendeinem Zeitpunkt der Gesamtnennbetrag der ausstehenden und nicht von der Emittentin gehaltenen Schuldverschreibungen auf 25% oder weniger des Gesamtnennbetrags der Schuldverschreibungen, die ursprünglich ausgegeben wurden (einschließlich Schuldverschreibungen, die gemäß Ziffer 11.1 zusätzlich begeben worden sind), fällt, ist die Emittentin berechtigt, durch Kündigungserklärung unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen die ausstehenden Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit mit Wirkung zu dem in der Kündigungserklärung festgelegten Rückzahlungstag zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Rückzahlungstag zu ihrem Nennbetrag nebst etwaigen bis zu dem

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with Clause 12 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this Clause 5.3.

In order to exercise such option, the Holder must submit during normal business hours at the specified office of the Paying Agent a duly completed option exercise notice ("**Exercise Notice**") in the form available from the specified office of the Paying Agent within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.

5.4 *Redemption in case of minimal outstanding aggregate principal amount.* If at any time the aggregate principal amount of the Notes outstanding and held by persons other than the Issuer is equal to or less than 25 per cent. of the aggregate principal amount of the Notes originally issued (including any Notes additionally issued in accordance with Clause 11.1), the Issuer may, upon giving not less than 30 and not more than 60 days prior notice of redemption, call the outstanding Notes for early redemption (in whole but not in part) at any time with effect as of the redemption date specified in the notice. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes at their Principal Amount together with accrued interest, if any, to but excluding the specified redemption date on the redemption date specified in the notice.

festgelegten Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

Eine solche Kündigung hat gemäß Ziffer 12 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

5.5 *Vorzeitige Rückzahlung nach Wahl der Emittentin.* Die Emittentin ist berechtigt, unter Einhaltung einer Frist von nicht weniger als 15 und nicht mehr als 30 Tagen die Schuldverschreibungen (insgesamt und nicht nur teilweise) mit Wirkung zu jedem Optionalen Rückzahlungstag (wie nachstehend definiert) zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Optionalen Rückzahlungstag zu ihrem Nennbetrag nebst etwaigen bis zu dem Optionalen Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

"Optionaler Rückzahlungstag" bezeichnet jeden Geschäftstag während des Zeitraums ab dem 17. Februar 2031 (der **"Erste Optionale Rückzahlungstag"**) (einschließlich) bis zum Fälligkeitstag (ausschließlich).

Eine solche Kündigung hat gemäß Ziffer 12 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Optionalen Rückzahlungstag nennen.

5.6 *Vorzeitige Rückzahlung nach Wahl der Emittentin zum Make-Whole Rückzahlungsbetrag.*

(a) Die Emittentin ist berechtigt, die Schuldverschreibungen jederzeit bis zu dem Ersten Optionalen Rückzahlungstag (ausschließlich) insgesamt, jedoch nicht teilweise, mit einer Kündigungsfrist von mindestens 15 und höchstens 30 Tagen durch Mitteilung gemäß Ziffer 12 zu kündigen und zu ihrem Make-Whole-Rückzahlungsbetrag zuzüglich bis zu

Any such notice shall be given in accordance with Clause 12. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

5.5 *Early redemption at the option of the Issuer.* The Issuer may, upon giving not less than 15 and not more than 30 days prior notice of redemption, call the Notes for early redemption (in whole but not in part) with effect as of each Optional Redemption Date (as defined below). If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes at their Principal Amount together with accrued interest, if any (to but excluding the Optional Redemption Date) on the Optional Redemption Date specified in the notice.

"Optional Redemption Date" means each Business Day during the period from and including 17 February 2031 (the **"First Optional Redemption Date"**) to but excluding the Maturity Date.

Any such notice shall be given in accordance with Clause 12. It shall be irrevocable, must specify the Optional Redemption Date.

5.6 *Early Redemption at the Option of the Issuer at the Make-Whole Redemption Amount.*

(a) The Issuer may redeem the Notes, in whole but not in part, at any time to but excluding the First Optional Redemption Date upon giving not less than 15 days' nor more than 30 days' prior notice of redemption in accordance with Clause 12, at their Make-Whole Redemption Amount together with

dem für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen vorzeitig zurückzuzahlen.

Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren vorzeitige Rückzahlung der Anleihegläubiger bereits gemäß Ziffer 12 verlangt hat.

Eine solche Kündigung ist unwiderruflich und hat folgende Angaben zu enthalten:

- (i) den für die Rückzahlung festgesetzten Tag; und
 - (ii) den Namen und die Geschäftsstelle der Institution, welche durch die Emittentin als Berechnungsstelle für den Make-Whole-Rückzahlungsbetrag (die "**Make-Whole-Berechnungsstelle**") ernannt wurde.
- (b) Der "**Make-Whole Rückzahlungsbetrag**" je Schuldverschreibung entspricht dem höheren der folgenden Beträge:
- (i) dem Nennbetrag; oder
 - (ii) dem Abgezinsten Marktwert.

Der Make-Whole-Rückzahlungsbetrag wird von der Make-Whole-Berechnungsstelle berechnet.

- (c) Der "**Abgezinsten Marktwert**" ist die Summe aus:
- (i) dem auf den für die Rückzahlung festgesetzten Tag abgezinsten Wert des Nennbetrags, der ansonsten an dem Ersten Optionalen Rückzahlungstag fällig werden würde; und
 - (ii) (A) den jeweils auf den für die Rückzahlung festgesetzten Tag abgezinsten Werten der verbleibenden Zinszahlungen, die ansonsten in dem Zeitraum ab

interest accrued to but excluding the date fixed for redemption.

The Issuer may not exercise such option in respect of any Note the early redemption of which the Noteholder has required in accordance with Clause 12.

Any such notice shall be irrevocable and must specify the following.

- (i) the date fixed for redemption; and
 - (ii) name and address of the institution appointed by the Issuer as calculation agent for the Make-Whole Redemption Amount (the "**Make-Whole Calculation Agent**").
- (b) The "**Make-Whole Redemption Amount**" per Note shall be the higher of:
- (i) the Principal Amount; or
 - (ii) the Present Value.

The Make-Whole Redemption Amount shall be calculated by the Make-Whole Calculation Agent.

- (c) The "**Present Value**" shall be the sum of:
- (i) the Principal Amount which would otherwise become due on the First Optional Redemption Date, discounted to the date fixed for redemption; and
 - (ii) (A) the remaining interest payments which would otherwise be payable in the period from the date fixed for redemption (exclusive) to the First Optional

dem für die Rückzahlung festgesetzten Tag (ausschließlich) bis zum Ersten Optionalen Rückzahlungstag (einschließlich) zur Zahlung vorgesehen wären, abzüglich (B) etwaiger, bis zu dem für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen,

wobei jeweils unterstellt wird, dass die Schuldverschreibungen an dem Ersten Optionalen Rückzahlungstag zurückgezahlt würden.

- (d) Die Make-Whole-Berechnungsstelle errechnet den Abgezinsten Marktwert gemäß der Marktconvention auf einer Grundlage, die der Berechnung von Zinsen gemäß Ziffer 3 entspricht, unter Anwendung eines Abzinsungssatzes, der der Benchmark-Rendite zuzüglich 15 Basispunkten entspricht.

Die "**Benchmark-Rendite**" ist (i) die auf dem Bundesbank-Referenzpreis der Referenzanleihe für den Make-Whole-Berechnungstag basierende Rendite, wie sie am Make-Whole-Berechnungstag auf der Bildschirmseite für die Referenzanleihe erscheint, oder, (ii) sollte die Benchmark-Rendite so nicht festgestellt werden können, die auf dem Mittelkurs der Referenzanleihe basierende Rendite, wie sie am Make-Whole-Berechnungstag um 12.00 Uhr (Frankfurter Zeit) auf der Bildschirmseite in Bezug auf die Referenzanleihe angezeigt wird.

"**Bildschirmseite**" ist Bloomberg QR (unter Verwendung der Preisquelle "FRNK") (oder jede Nachfolgeside oder Nachfolge-Preisquelle) für die Referenzanleihe, oder, falls diese Bloomberg-Seite oder Preisquelle nicht verfügbar ist, eine andere Seite (falls vorhanden) eines Informationsanbieters, die weitgehend vergleichbare Daten anzeigt, wie von

Redemption Date (inclusive), each discounted to the date fixed for redemption, minus (B) any interest accrued to but excluding the date fixed for redemption,

assuming in each case that the Notes would be redeemed on the First Optional Redemption Date.

- (d) The Make-Whole Calculation Agent will calculate the Present Value in accordance with market convention on a basis which is consistent with the calculation of interest as set out in Clause 3, using the Benchmark Yield plus 15 basis points.

The "**Benchmark Yield**" means (i) the yield based upon the Bundesbank Reference Price (Bundesbank-Referenzpreis) for the Benchmark Security in respect of the Make-Whole Calculation Date as appearing on the Make-Whole Calculation Date on the Screen Page in respect of the Benchmark Security, or (ii) if the Benchmark Yield cannot be so determined, the yield based upon the mid-market price for the Benchmark Security as appearing at noon Frankfurt time on the Make-Whole Calculation Date on the Screen Page in respect of the Benchmark Security.

The "**Screen Page**" means Bloomberg QR (using the pricing source "FRNK") (or any successor page or successor pricing source) for the Benchmark Security, or, if such Bloomberg page or pricing source is not available, such other page (if any) from such other information provider displaying substantially similar data as may be considered to be

der Make-Whole-Berechnungsstelle für angemessen erachtet.

"**Referenzanleihe**" ist die 0,00% Bundesanleihe fällig 15. Februar 2031 (ISIN DE0001102531), oder, wenn diese Schuldverschreibung am Make-Whole-Berechnungstag nicht mehr ausstehend ist, eine ersetzende Referenzanleihe, die von der Make-Whole-Berechnungsstelle festgesetzt wird, mit einer Laufzeit, die mit der verbleibenden Restlaufzeit der Schuldverschreibung bis zum Ersten Optionalen Rückzahlungstag vergleichbar ist, und die im Zeitpunkt der Auswahlentscheidung und entsprechend der üblichen Finanzmarktp Praxis zur Preisbestimmung bei Neuemissionen von Unternehmensanleihen mit einer bis zum Ersten Optionalen Rückzahlungstag der Schuldverschreibung vergleichbaren Laufzeit verwendet werden würde.

"**Make-Whole-Berechnungstag**" ist der sechste Geschäftstag vor dem Tag, an dem die Schuldverschreibungen gemäß dieser Ziffer 5.6 zurückgezahlt werden.

- (e) Die Emittentin hat so bald wie möglich nach dessen Bestimmung durch die Make-Whole-Berechnungsstelle den Make-Whole-Rückzahlungsbetrag den Anleihegläubigern gemäß Ziffer 12 mitzuteilen. Soweit umsetzbar, können diese Angaben stattdessen auch in der Mitteilung gem. Ziffer 5.6(a) erfolgen.
- (f) Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Make-Whole-Berechnungsstelle für die Zwecke dieser Ziffer 5.6 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die

appropriate by the Make-Whole Calculation Agent.

The "**Benchmark Security**" means the 0.00 per cent. German Federal Bond (*Bundesanleihe*) due 15 February 2031 (ISIN DE0001102531) or, if such security is no longer outstanding on the Make-Whole Calculation Date, such substitute benchmark security chosen by the Make-Whole Calculation Agent, having a maturity comparable to the remaining term of the Note to the First Optional Redemption, that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the First Optional Redemption.

"Make-Whole Calculation Date" means the sixth Business Day prior to the date on which the Notes are redeemed in accordance with this Clause 5.6.

- (e) The Issuer shall as soon as practicable after the determination thereof by the Make-Whole Calculation Agent notify the Make-Whole Redemption Amount to the Noteholders in accordance with Clause 12. If possible such information can be included in the notice pursuant to Clause 5.6(a) instead.
- (f) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Clause 5.6 by the Make-Whole Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Paying Agent(s) and the Holders.

Emittentin, die Zahlstelle(n) und die Gläubiger bindend.

5.7 *Vorzeitiger Rückzahlungsbetrag.*

Für die Zwecke der Ziffer 5.2 und der Ziffer 9, entspricht der "**Vorzeitige Rückzahlungsbetrag**" einer Schuldverschreibung dem Rückzahlungsbetrag.

6. **ZAHLSTELLE UND BERECHNUNGSSTELLE**

6.1 *Zahlstelle*

Die anfänglich bestellte Zahlstelle und ihre bezeichnete Geschäftsstelle lautet wie folgt:

Citibank Europe plc
1 North Wall Quay
Dublin 1
Irland

Die Zahlstelle behält sich das Recht vor, jederzeit seine bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

6.2 *Berechnungsstelle*

"**Berechnungsstelle**" bezeichnet eine unabhängige international anerkannte Bank oder eine unabhängige Finanzberaterin mit einschlägiger Expertise, die von der Emittentin rechtzeitig vor Ausübung des Kündigungsrechts gemäß Ziffer 5.6 ausgewählt und bestellt werden wird.

6.3 *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Zahlstelle und der Berechnungsstelle zu ändern oder zu beenden und eine andere oder zusätzliche Zahlstelle oder Berechnungsstellen zu bestellen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß Ziffer 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

6.4 *Beauftragte der Emittentin.* Die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen

5.7 *Early Redemption Amount.*

For purposes of Clause 5.2 and Clause 9, the "**Early Redemption Amount**" of a Note shall be its Final Redemption Amount.

6. **PAYING AGENT AND CALCULATION AGENT**

6.1 *Paying Agent*

Specified Offices. The initial Paying Agent and its initial specified office is:

Citibank Europe plc
1 North Wall Quay
Dublin 1
Ireland

The Paying Agent reserves the right at any time to change its respective specified office to some other specified office in the same city.

6.2 *Calculation Agent*

"**Calculation Agent**" means an independent bank of international standing or an independent financial adviser with relevant expertise, which will be selected and appointed by the Issuer in good time prior to the exercise of the call right in accordance with Clause 5.6.

6.3 *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent and the Calculation Agent and to appoint another Paying Agent or Calculation Agent or additional Paying Agents or additional Calculation Agents. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with Clause 12.

6.4 *Agents of the Issuer.* Each of the Paying Agent and the Calculation Agent acts solely as agent of the Issuer and does not have any obligations

keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

7. STEUERN

Alle in Bezug auf die Schuldverschreibungen an die Gläubiger zahlbaren Kapital- oder Zinsbeträge werden ohne Einbehalt oder Abzug an der Quelle für oder wegen gegenwärtiger oder zukünftiger Steuern, Abgaben oder Gebühren bzw. Veranlagungen gleich welcher Art gezahlt, die von Österreich oder einer politischen Untergliederung oder einer Steuerbehörde dieses Staates (die "**Steuerjurisdiktion**") im Wege des Einhalts oder des Abzugs auferlegt, einbehalten oder erhoben werden, es sei denn, ein solcher Abzug oder Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge ("**Zusätzliche Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern erhalten worden wären; jedoch sind solche Zusätzlichen Beträge nicht zu zahlen, falls:

- (a) diese auf andere Weise als durch Abzug oder Einbehalt an der Quelle aus Zahlungen auf die Schuldverschreibungen zu entrichten sind; oder
- (b) ein Gläubiger, der zu einer Steuerjurisdiktion eine andere aus steuerlicher Sicht relevante Verbindung hat, als den bloßen Umstand, dass er Inhaber der Schuldverschreibungen ist oder dies zum Zeitpunkt des Erwerbs der Schuldverschreibungen war, der Abgaben- oder Steuerpflicht unterliegt; oder
- (c) es sich bei dem Einbehalt oder Abzug um einen Steuerabzug gemäß § 93 Absatz 1 Satz 1 Einkommensteuergesetz oder um Abzugsbeträge nach einem Steuerabkommen Österreichs handelt; oder

towards or relationship of agency or trust to any Holder.

7. TAXATION

All payments of principal and interest in respect of the Notes to the Holders shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Austria or any authority therein or thereof having power to tax (the "**Taxing Jurisdiction**"), unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as shall result in receipt by the Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no Additional Amounts shall be payable with respect to any Notes if:

- (a) these are to be paid otherwise than by withholding or deduction at the source of payments under the Notes; or
- (b) a Holder who has a relationship to a Taxing Jurisdiction that is relevant from a taxation point of view other than the mere fact that it is, or was at the time of acquisition of the Notes, a holder of the Notes, is thus liable to pay duties and taxes; or
- (c) the withholding or deduction constitutes a withholding pursuant to Section 93 Subsection 1 Sentence 1 of the Austrian Income Tax Act (*Einkommensteuergesetz*) or a withholding according to a tax convention concluded by the Republic of Austria; or

- | | |
|--|---|
| <p>(d) diese aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung auf die Schuldverschreibungen oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß Ziffer 12 der Emissionsbedingungen wirksam wird; oder</p> | <p>(d) these are to be paid because of a change of law which will enter into force later than 30 days after the maturity date of the respective payment under the Notes or, if payment is made later, after proper provision of all due amounts and a respective notice in accordance with Clause 12; or</p> |
| <p>(e) diese nach Zahlung durch die Emittentin im Rahmen des Transfers an die jeweiligen Gläubiger abgezogen oder einbehalten werden; oder</p> | <p>(e) these are withheld or deducted after payment by the Issuer in the course of the transfer to the relevant Holder; or</p> |
| <p>(f) aufgrund eines Doppelbesteuerungsabkommens oder den Steuergesetzen einer Steuerjurisdiktion rückerstattbar wären oder aufgrund gemeinschaftsrechtlicher Bestimmungen (EU) an der Quelle entlastbar wären; oder</p> | <p>(f) these could be reclaimed pursuant to a double taxation treaty or the fiscal laws of a Taxing Jurisdiction or be dischargeable at the source due to community law (EU) provisions; or</p> |
| <p>(g) aufgrund oder infolge eines internationalen Vertrages, dessen Partei eine Steuerjurisdiktion ist oder einer Verordnung oder Richtlinie aufgrund oder infolge eines solchen internationalen Vertrages auferlegt oder erhoben werden; oder</p> | <p>(g) these are imposed or levied pursuant to or as a consequence of an international treaty to which a Taxing Jurisdiction is a party or a regulation or a directive on the basis of or as a consequence of such international treaty; or</p> |
| <p>(h) von einer auszahlenden Stelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen auszahlenden Stelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können; oder</p> | <p>(h) these are withheld or deducted by a disbursement agent, if such payment could have been effected by another disbursement agent without such withholding or deduction; or</p> |
| <p>(i) ihnen ein Gläubiger nicht unterläge, sofern er zumutbarerweise Steuerfreiheit oder eine Steuererstattung oder eine Steuervergütung hätte erlangen können; oder</p> | <p>(i) these would not have to be paid by a Holder if it could have obtained tax exemption, tax restitution or tax rebate in a reasonable way; or</p> |
| <p>(j) ein Einbehalt oder Abzug im Hinblick auf die Schuldverschreibungen gemäß den Abschnitten 1471 bis 1474 des U.S. Internal Revenue Code of 1986, wie geändert, ("FATCA"), hierunter erlassenen gegenwärtigen oder zukünftigen Verordnungen oder geschlossenen Verträge sowie</p> | <p>(j) any withholding or deduction imposed with respect of any Note pursuant to Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended ("FATCA"), any current or future regulations or agreements thereunder, or official interpretations of, or other official guidance enacted by any</p> |

offiziellen Auslegungen oder anderen offiziellen Richtlinien einer Steuerjurisdiktion oder einer Jurisdiktion, in die Zahlungen auf die Schuldverschreibungen geleistet werden, oder einem Gesetz, das ein zwischenstaatliches Konzept hierzu umsetzt, auferlegt wird.

- (k) jegliche Kombination der Absätze (a)-(j).

8. VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch ("**BGB**") bestimmte Vorlegungsfrist wird auf 10 Jahre verkürzt.

9. KÜNDIGUNG

9.1 *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in Ziffer 5 definiert), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls (jeweils ein "**Kündigungsgrund**"):

- (a) Kapital nicht innerhalb von 30 Tagen oder Zinsen in Bezug auf solche Schuldverschreibungen nicht innerhalb von 14 Tagen nach dem betreffenden Fälligkeitstag gezahlt worden sind; oder
- (b) die Emittentin eine wesentliche Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 45 Tage fort dauert, nachdem die Zahlstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) die Emittentin eine Zahlungsverpflichtung aus einer Kapitalmarktverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit oder im Falle

Taxing Jurisdiction or jurisdiction in which payments on Notes are made, or any law implementing an intergovernmental approach thereto.

- (k) any combination of items (a)-(j).

8. PRESENTATION PERIOD

The term for presentation of the Notes as laid down in Section 801 Subsection 1 Sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to 10 years.

9. EVENTS OF DEFAULT

9.1 *Events of Default.* Each Holder shall be entitled to declare its Notes due and demand immediate redemption thereof at the Early Redemption Amount (as defined in Clause 5), together with accrued interest (if any) to the date of repayment, in the event that (each an "**Event of Default**"):

- (a) any principal has not been paid within 30 days, or interest on the Notes has not been paid within 14 days, following the due date for payment; or
- (b) the Issuer fails to perform any other material obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 45 days after the Paying Agent has received notice thereof from a Holder; or
- (c) the Issuer fails to fulfil any payment obligation under any Capital Market Indebtedness or under any guarantees or suretyships given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days

- einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie erfüllt; oder
- (d) gegen die Emittentin ein österreichisches Insolvenzverfahren oder ein vergleichbares Verfahren in einer anderen Rechtsordnung eröffnet wird und ein solches Verfahren nicht innerhalb von 90 Tagen aufgehoben oder ausgesetzt wird, soweit ein solches Ereignis als Kündigungsgrund vereinbart werden kann; oder
- (e) die Emittentin durch wirksamen Beschluss in ein Auflösungs- oder ein Liquidationsverfahren eintritt oder ein Ereignis eintritt, das unter dem anwendbaren Recht einer Jurisdiktion eine mit solchen Ereignissen vergleichbare Wirkung hat (außer (i) zum Zweck einer Restrukturierung oder Verschmelzung, deren Bedingungen zuvor durch eine Versammlung der Gläubiger genehmigt wurde oder (ii) im Zusammenhang mit einer Verschmelzung oder einer anderen Restrukturierung bei der die Emittentin die fortbestehende Rechtsperson ist); oder
- (f) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt.
- Zur Vermeidung von Missverständnissen: jegliche Änderung der Organisationsstruktur der VERBUND AG, die auf Grund oder in Folge europäischer oder nationaler Vorschriften durchzuführen ist (sog. Entflechtung – "Unbundling" gemäß Richtlinie (EU) 2019/944 des Europäischen Parlaments und des Rates vom 5. Juni 2019), fällt nicht unter diese Ziffer 9.1 (f); oder
- (g) eine von der Emittentin geschaffene oder übernommene Hypothek, Belastung, Pfand, dingliches Sicherungsrecht oder andere Belastung, gegenwärtig oder zukünftig, im Hinblick auf die Summe
- of such guarantee or suretyship being invoked; or
- (d) Austrian insolvency proceedings or similar proceedings in other jurisdictions are commenced by a court in the relevant place of jurisdiction against the Issuer and such proceedings are not set aside or suspended within 90 days as far as the occurrence thereof may be stipulated as an event of default; or
- (e) an order is made or an effective resolution is passed for the winding up or liquidation of the Issuer or any event which under the applicable laws of any jurisdiction has an analogous effect to such events (other than (i) in connection with a scheme of reconstruction, merger or amalgamation the terms of which have previously been approved by a meeting of Holders or (ii) any merger or other restructuring where the Issuer is the surviving entity); or
- (f) the Issuer ceases all or substantially all of its business operations.
- For the avoidance of doubt, any organisational change in VERBUND AG required by or as a result of European or national legal or other provisions (so-called "unbundling" according to Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019) shall not fall under this Clause 9.1(f); or
- (g) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer, in respect of any indebtedness in an aggregate principal amount in excess of

- der Nennbeträge von über Euro 25.000.000 oder dem Gegenwert davon durchsetzbar wird, und ein Schritt zur Durchsetzung vorgenommen wird (einschließlich der Übernahme von Besitz oder der Bestellung eines Zwangsverwalters, Verwalters oder einer anderen gleichartigen Person) und eine solche Durchsetzung nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt wird; oder
- (h) es für die Emittentin unrechtmäßig ist oder wird, eine oder mehrere ihrer Verpflichtungen nach den Schuldverschreibungen durchzuführen oder einzuhalten; oder
- (i) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt.
- 9.2 *Heilung.* Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.
- 9.3 *Quorum.* In den Fällen der Ziffer 9.1(b) und Ziffer 9.1(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Ziffer 9.1(a) und Ziffer 9.1(d) bis (i) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Zahlstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens 25% der dann ausstehenden Schuldverschreibungen eingegangen sind.
- 9.4 *Benachrichtigung.* Eine Benachrichtigung einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehender Ziffer 9.1 ist schriftlich in deutscher oder englischer Sprache gegenüber der Zahlstelle zu erklären und dieser persönlich oder per Einschreiben zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie Euro 25,000,000 or its equivalent becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person) and such enforcement is not set aside or suspended within 60 days; or
- (h) it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Notes; or
- (i) the Issuer announces its inability to meet its financial obligations or ceases its payments.
- 9.2 *Cure.* The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.
- 9.3 *Quorum.* In the events specified in Clause 9.1(b) and Clause 9.1(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in Clause 9.1(a) and Clause 9.1(d) through (i) entitling Holders to declare their Notes due has occurred, become effective only when the Paying Agent has received such notices from the Holders of at least 25 per cent. in aggregate principal amount of Notes then outstanding.
- 9.4 *Notice.* Any notice, including any notice declaring Notes due, in accordance with Clause 9.1 above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the Paying Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in Clause 14.3) or in any other appropriate manner.

in Ziffer 14.3 definiert) oder auf andere geeignete Weise erbracht werden.

10. ERSETZUNG

10.1 *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger jede andere Gesellschaft, deren stimmberechtigte Anteile zu mehr als 90% direkt oder indirekt von der Emittentin gehalten werden, an Stelle der Emittentin als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Zahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Quellensteuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;
- (d) die Emittentin unwiderruflich und unbedingte gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin in Zusammenhang mit den

10. SUBSTITUTION

10.1 *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer any other company more than 90 per cent. of the voting share or other equity interests of which are directly or indirectly owned by the Issuer as principal debtor in respect of all obligations arising from or in connection with the Notes (the "**Substitute Debtor**") provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Issuer and the Substitute Debtor have obtained all necessary authorisations and may transfer to the Paying Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all amounts payable by the Substitute Debtor in connection with the Notes; and

Schuldverschreibungen zahlbaren Beträge garantiert; und

- (e) der Zahlstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

10.2 *Bekanntmachung.* Jede Ersetzung ist gemäß Ziffer 12 bekanntzumachen.

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

Außerdem gilt im Falle der Ersetzung folgendes:

- (a) in Ziffer 7 und Ziffer 5.2 gilt eine alternative Bezugnahme auf die Republik Österreich als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat); und
- (b) in Ziffer 9.1(a) bis (e) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

11. BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

11.1 *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit den gleichen Bedingungen (gegebenenfalls mit Ausnahme

- (e) there shall have been delivered to the Paying Agent an opinion or opinions of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

10.2 *Notice.* Notice of any such substitution shall be published in accordance with Clause 12.

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

Furthermore, in the event of such substitution the following shall apply:

- (a) in Clause 7 and Clause 5.2 an alternative reference to the Republic of Austria shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor; and
- (b) in Clause 9.1(a) to (e) an alternative reference to the Issuer in its capacity as Guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

11. FURTHER ISSUES, PURCHASES AND CANCELLATION

11.1 *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 in all respects (or in all respects except for the issue date, interest

des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen eine einheitliche Serie bilden.

- 11.2 *Ankauf*. Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Zahlstelle zwecks Entwertung eingereicht werden.
- 11.3 *Entwertung*. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

12. MITTEILUNGEN

- 12.1 *Bekanntmachung*. Solange Schuldverschreibungen an der offiziellen Liste (*official list*) der Luxemburger Börse notiert sind oder an der Luxemburger Börse gehandelt werden, sind alle die Schuldverschreibungen betreffenden Mitteilungen, außer den in Ziffer 13.6 vorgesehenen Bekanntmachungen, die ausschließlich gemäß den Bestimmungen des SchVG erfolgen, auf der Website der Luxemburger Börse (www.luxse.com) zu veröffentlichen. Jede derartige Mitteilung gilt mit dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen mit dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- 12.2 *Veröffentlichungen auf der Webseite der Emittentin*. Solange Schuldverschreibungen am regulierten Markt der Wiener Börse zugelassen sind oder an der Wiener Börse gehandelt werden, sind alle die Schuldverschreibungen betreffenden Mitteilungen auf der Internetseite der Emittentin (www.verbund.com) bekannt zu machen, sofern die Regeln der Wiener Börse dies zulassen. Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.
- 12.3 *Mitteilung an das Clearing System*. Soweit die Regeln der Luxemburger Börse und der Wiener Börse dies zulassen, kann die Emittentin eine

commencement date and/or issue price) so as to form a single Series with the Notes.

- 11.2 *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 Paying Agent for cancellation.
- 11.3 *Cancellation*. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

12. NOTICES

- 12.1 *Publication*. So long as any Notes are listed on the official list of the Luxembourg Stock Exchange or traded on the Luxembourg Stock Exchange, all notices concerning the Notes other than any notices stipulated in Clause 13.6, which shall be made exclusively pursuant to the provisions of the SchVG, will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). Any notice so given will be deemed to have been validly given on the day of such publication (or, if published more than once, on the first day of such publication).
- 12.2 *Publication on the Issuer's website*. So long as any Notes are admitted to trading on the regulated market of the Vienna Stock Exchange or traded on the Vienna Stock Exchange, all notices concerning the Notes will be published on the Issuer's webpage (www.verbund.com) if the rules of the Vienna Stock Exchange so permit. Any notice so given will be deemed to have been validly given on the third day following the date of such publication.
- 12.3 *Notification to Clearing System*. If the Rules of the Luxembourg Stock Exchange and the Vienna Stock Exchange so permit, the Issuer

Veröffentlichung nach Ziffer 12.1 durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

13. **ÄNDERUNG DER EMISSIONSBEDINGUNGEN DURCH BESCHLUSS DER GLÄUBIGER; GEMEINSAMER VERTRETER**

13.1 Die Emittentin kann die Emissionsbedingungen mit Zustimmung aufgrund Mehrheitsbeschlusses der Gläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen ("**SchVG**") in seiner jeweiligen gültigen Fassung ändern. Eine Änderung der Emissionsbedingungen ohne Zustimmung der Emittentin scheidet aus. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Emissionsbedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen, mit den in der nachstehenden Ziffer 13.2 genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger verbindlich.

13.2 Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Emissionsbedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummer 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**").

13.3 Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.

may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders in lieu of publication pursuant to Clause 12.1 above; any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.

13. **AMENDMENTS TO THE TERMS AND CONDITIONS BY MAJORITY RESOLUTION OF THE HOLDERS; JOINT REPRESENTATIVE**

13.1 The Issuer may amend the Terms and Conditions with the consent of a majority resolution of the Holders pursuant to Sections 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen - "SchVG"*), as amended from time to time. There will be no amendment of the Terms and Conditions without the Issuer's consent. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under Section 5 Subsection 3 SchVG, with such majority of the votes of the Holders as stated under Clause 13.2 below. A duly passed majority resolution shall be binding upon all Holders.

13.2 Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of Section 5 Subsection 3 No. 1 through 9 SchVG, may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**").

13.3 The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with Sections 5 et seqq. SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with Section 18 and Sections 5 et seqq. SchVG.

- (a) Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß Ziffer 14.3 (i) und (ii) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (b) Zusammen mit der Stimmabgabe müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß Ziffer 14.3 (i) und (ii) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

13.4 Wird für die Gläubigerversammlung gemäß Ziffer 13.3(a) oder die Abstimmung ohne Versammlung gemäß Ziffer 13.3(b) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 13 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 13 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen

- (a) Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the depositary bank in accordance with Clause 14.3 (i) and (ii) hereof in text form and by submission of a blocking instruction by the depositary bank stating that the relevant Notes are not transferable from and including the day such registration has been sent to and including the stated end of the meeting.
- (b) Together with casting their votes, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the depositary bank in accordance with Clause 14.3 (i) and (ii) hereof in text form and by submission of a blocking instruction by the depositary bank stating that the relevant Notes are not transferable from and including the day such vote has been cast to and including the day the voting period ends.

13.4 If it is ascertained that no quorum exists for the meeting pursuant to Clause 13.3(a) or the vote without a meeting pursuant to Clause 13.3(b), in case of a meeting, the chairman (*Vorsitzender*) may convene a second meeting in accordance with Section 13 Subsection 3 Sentence 2 SchVG or, in case of a vote without a meeting, the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of Section 13 Subsection 3 Sentence 3 SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The provisions set out in

Anmeldung der Gläubiger abhängig. Für die Anmeldung der Gläubiger zu einer zweiten Versammlung gelten die Bestimmungen der Ziffer 13.3(a) entsprechend.

- 13.5 Die Gläubiger können durch Mehrheitsbeschluss die Bestellung und Abberufung eines gemeinsamen Vertreters, die Aufgaben und Befugnisse des gemeinsamen Vertreters, die Übertragung von Rechten der Gläubiger auf den gemeinsamen Vertreter und eine Beschränkung der Haftung des gemeinsamen Vertreters bestimmen. Die Bestellung eines gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt wird, wesentlichen Änderungen der Emissionsbedingungen oder sonstigen wesentlichen Maßnahmen gemäß Ziffer 13.2 zuzustimmen.
- 13.6 Bekanntmachungen betreffend diese Ziffer 13 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.
- 13.7 Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Garantie gemäß Ziffer 10.1(d).

14. ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

- 14.1 *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen und der Globalurkunde(n) sowie alle sich daraus ergebenden Rechte und Pflichten bestimmen sich ausschließlich nach dem Recht der Bundesrepublik Deutschland.
- 14.2 *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.
- 14.3 *Gerichtliche Geltendmachung.* Jeder Gläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen

Clause 13.3(a) shall apply mutatis mutandis to the Holders' registration for a second meeting.

- 13.5 The Holders may by majority resolution provide for the appointment or dismissal of a joint representative, the duties and responsibilities and the powers of such joint representative, the transfer of the rights of the Holders to the joint representative and a limitation of liability of the joint representative. Appointment of a joint representative may only be passed by a Qualified Majority if such joint representative is to be authorised to consent, in accordance with Clause 13.2 hereof, to a material change in the substance of the Terms and Conditions or other material matters.
- 13.6 Any notices concerning this Clause 13 shall be made exclusively pursuant to the provisions of the SchVG.
- 13.7 The provisions set out above applicable to the Notes shall apply mutatis mutandis to any guarantee granted pursuant to Clause 10.1(d).

14. APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- 14.1 *Applicable Law.* The form and content of the Notes and the Global Note(s) and all the rights and duties arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany.
- 14.2 *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.
- 14.3 *Enforcement.* Any Holder may in any proceeding against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued

im eigenen Namen auf der folgenden Grundlage wahrzunehmen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist

15. 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.

by the Custodian (as defined below) with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

15. LANGUAGE

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

USE OF PROCEEDS AND ESG RELATED DISCLOSURE

ESG RELATED DISCLOSURE

The information contained in this part "ESG related disclosure" includes condensed information on the Green Bonds. Such information is mainly derived from the VERBUND Green Financing Framework and should be read and understood in conjunction with further information provided in the VERBUND Green Financing Framework and further information provided in this Prospectus. Furthermore, when reading this part of the Prospectus, specific reference is made to the ESG specific risk factor as set out in this Prospectus ("*Risks associated with "Green Bonds"*" and "*No assurance or representation is given by the Issuer, any other entity of VERBUND Group, the Joint ESG Structuring Agents, the Joint Bookrunners, ISS ESG in its capacity as second party opinion provider as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of the Notes to fulfil any social, sustainability and/or other criteria. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus.*" As well as the relevant disclaimers provided in the section "NOTICE" of this Prospectus as well as the section "IMPORTANT NOTICE" as set out below).

GREEN FINANCING FRAMEWORK

VERBUND's Green Financing Framework has been established to support the future issuance of sustainable financing instruments, including the Green Bonds. The VERBUND Green Financing Framework has been developed in alignment with the Green Bond Principles 2021 (with June 2022 Appendix 1)³. The VERBUND Green Financing Framework also sets out the extent of alignment with the EU Taxonomy⁴, based on Regulation (EU) 2020/852 and the Delegated and Implementing Acts of the EU Taxonomy in force as of the date of the VERBUND Green Financing Framework.

USE OF PROCEEDS

VERBUND intends to use an amount equal to the net proceeds from the issuance of the Green Bonds to finance or refinance, in whole or in part, certain eligible green projects in line with the VERBUND Green Financing Framework (the "**Eligible Green Projects**").

Austrian Power Grid Salzburg line

VERBUND intends to use approximately 90 per cent. of the use of proceeds of the Green Bonds to finance the construction of the Austrian Power Grid Salzburg line (the "**APG**"). Construction of the APG requires, inter alia, procurement of iron poles, insulators as well as fittings, including a foundation for each pole and cable installations. Additionally, VERBUND intends to apply certain ancillary construction measures, like felling of trees, reforestation, development of the pylon sites with path construction, removal and rehabilitation of paths, as well as certain ecological measures, including but not limited to, ecological construction monitoring, official replacement measures, continuous ecological functionality-measures. In connection with the APG, new and re-modelled substations have already been built in the regions of Pongau, Wagenham, Salzburg and St. Peter and secondary technical adaptations in the substations of Tauern and Kaprun have also been carried out.

Biodiversity: "Riverscape Lower Inn" and "Blue Belt Danube-Inn" projects

Furthermore, VERBUND intends to use approximately 10 per cent. of the use of proceeds of the Green Bonds to finance its "*Riverscape Lower Inn*" and "*Blue Belt Danube-Inn*" projects (the "**Biodiversity Projects**"). The Biodiversity Projects are part of VERBUND's program to improve the ecology and biodiversity around hydroelectric power plants in Austria and Bavaria (Germany). The Biodiversity Projects are supported by the "EU LIFE programme". "EU LIFE programme" is a programme of the European Union for funding certain environment and climate action by third parties. In the context of the Biodiversity Projects, VERBUND relies on holistic, river basin-related concepts. A key design feature of such concepts are bypass rivers, which on the one hand restore continuity, but on the other hand also provide key habitats for

³ <https://www.icmagroup.org/assets/documents/Sustainable-finance/2022-updates/Green-Bond-Principles-June-2022-060623.pdf>.

⁴ https://finance.ec.europa.eu/sustainable-finance/tools-and-standards/eu-taxonomy-sustainable-activities_en#legislation.

fish, amphibians, water-bound birds and many other rare river-meadow species. Once the Biodiversity Projects have been completed, the continuity of VERBUND's power plants on the Danube and Inn shall be fully established.

Allocation

VERBUND anticipates the above-mentioned allocation (see "*Austrian Power Grid Salzburg line*" and "*Biodiversity: Riverscape Lower Inn*" and "*Blue Belt Danube-Inn*" projects" above) to both existing projects ('re-financing') and to projects which will commence following the issue date of the Green Bonds. The respective allocation percentages will be confirmed in the respective annual reports of the Issuer until full allocation (by 31 December 2027 at the latest).

PROCESS FOR PROJECT EVALUATION AND SELECTION

To ensure that allocations of an amount equal to the net proceeds of the Green Bonds are made to the Eligible Green Projects as specified above, VERBUND has established a Green Bond Committee ("**GBC**").

The GBC intends to be responsible, *inter alia*, for:

- Ensuring the proposed Eligible Green Projects are aligned with the categories as specified in the "*Use of Proceeds*" section above, and approving any proposed changes in the event that projects no longer meet the eligibility criteria (e.g. following divestment, liquidation, technology switch, concerns regarding alignment of underlying activity with eligibility criteria etc.);
- Reviewing and approving any proposed updates to this VERBUND Green Financing Framework; and
- Reviewing and approving allocation and, where relevant, impact reports, where suitable data is available.

The GBC intends to be comprised of representatives from the following functions:

- Group Finance;
- Investor Relations;
- Corporate Responsibility;
- VERBUND Hydro Power GmbH;
- Austrian Power Grid AG; and
- VERBUND Green Power GmbH.

As at the date of this Prospectus, the GBC intends to meet at least two times per year, to review proposed allocations and ensure these are made in line with the specified criteria above and such further criteria as set out in the VERBUND Green Financing Framework.

The Eligible Green Projects as specified above will also be subject to the requirements of VERBUND's environmental management systems established in accordance with the ISO 14001 standard developed by the International Organisation for Standardisation (ISO).

MANAGEMENT OF PROCEEDS

VERBUND intends to manage the allocation of an amount equivalent to the net proceeds of the Green Bonds to the Eligible Green Projects by VERBUND Group Finance.

VERBUND intends to track allocations matched to the net proceeds of the Green Bonds.

Pending full allocation of an amount equivalent to the net proceeds of the Green Bonds to the Eligible Green Projects, the net proceeds will be invested on a temporary basis in accordance with the relevant internal treasury policies, in cash, cash equivalents or similar instruments (including green bonds issued by other issuers).

REPORTING

Within one year of the issuance of the Green Bonds, and annually thereafter until full allocation of an amount equivalent to the net proceeds of the Green Bonds as well as in the event of any material changes, VERBUND intends to publish (i) an "Allocation Report" and (ii) an "Impact Report" via the VERBUND website at "www.verbund.com". VERBUND intends to publish the "Impact Report" at least once after full allocation.

VERBUND intends to base the Allocation Report on the template provided under the EU Green Bond Standard and it is planned to include:

- A statement of best efforts alignment with the EU Green Bond Standard;
- Bond identifier (e.g. ISIN);
- Eligible Project names and descriptions;
- Geographical distribution of all the projects;
- ICMA's Green Bond Principles Eligible Green Project Category;
- EU Taxonomy environmental objective;
- Total costs of the Eligible Green Projects;
- Share of financing provided by VERBUND;
- Total amount of proceeds allocated to Eligible Green Projects;
- The proportion of refinancing vs. financing;
- Nature of Green Asset/Expenditure (Capital Expenditures (CapEx), Operational Expenditures (Opex) etc.); and
- The remaining balance of unallocated amounts, if any.

VERBUND also intends to publish an "Impact Report" on the environmental impacts (both positive and adverse, if relevant) of the Eligible Green Projects, where sufficient information is available. VERBUND intends to include details of the methodology applicable to the estimation of impacts in the "Impact Report", which is intended to be based on the template provided under the EU Green Bond Standard. On a best-efforts basis, VERBUND also intends to provide supplementary information as appropriate to demonstrate that projects eligible for allocation are also aligned with the EU Taxonomy. The selection of qualitative and quantitative metrics used in the "Impact Report" is subject to the availability of suitable information and data.

The Green Bonds will not at any time be eligible for the Issuer to be able to use the designation of "European green bond" or "EuGB" nor is the Issuer under any obligation to take steps to have the Green Bonds become eligible for such designation.

EXTERNAL REVIEW

ISS ESG has provided a Second Party Opinion on VERBUND's Green Financing Framework, including its alignment with the Green Bond Principles and the EU Taxonomy. The Second Party Opinion is available at "www.iss-esg.com".

VERBUND also intends to commission a compliance review within one year of issuance of the Green Bonds issued under its VERBUND Green Financing Framework, and annually thereafter until full allocation of any green bond, with the intention of confirming that proceeds have been allocated in accordance with the "Uses of Proceeds" specified in its VERBUND Green Financing Framework.

IMPORTANT NOTICE

Neither the VERBUND Green Financing Framework, nor any reports relating to the Green Bonds, nor the Second Party Opinion or any other report provided by any relevant party in the context of the issuance of the Green Bonds (or any

successor third party thereto appointed by the Issuer), each published on the Issuer's website, are incorporated by reference into or form a part of this Prospectus.

For more information regarding the risks associated with the Green Bonds, please refer to the section "*Risks associated with "Green Bonds"*" and "*No assurance or representation is given by the Issuer, any other entity of VERBUND Group, the Joint ESG Structuring Agents, the Joint Bookrunners, ISS ESG in its capacity as second party opinion provider as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of the Notes to fulfil any social, sustainability and/or other criteria. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus.*" as well as the relevant disclaimers provided in the section "*NOTICE*" of this Prospectus.

DESCRIPTION OF THE ISSUER

GENERAL INFORMATION

VERBUND AG (the "**Issuer**" or "**VERBUND**" and, together with its consolidated subsidiaries, "**VERBUND Group**") is incorporated as an Austrian joint stock corporation (*Aktiengesellschaft*) and operates under the laws of Austria. The Issuer's commercial name is "VERBUND".

The Issuer has its corporate seat in Vienna, Austria, with its registered office at Am Hof 6a, 1011 Vienna, Austria (telephone number: +43 5 03 13-0). The Issuer is registered with the commercial register (*Firmenbuch*) of the Commercial Court (*Handelsgericht*) of Vienna under FN 76023 z. The Issuer's website is: www.verbund.com. The information on the Issuer's website does not form part of this Prospectus unless such information is incorporated by reference into the Prospectus.

The legal entity identifier (LEI) of the Issuer is: 5299006UDSEJCTTEJS30.

OBJECTS

The Issuer's objects are described in Section 3 (1) and (2) of its articles of incorporation (the "**Articles of Incorporation**").

HISTORY AND DEVELOPMENT

The Issuer was incorporated on 26 September 1947 in Austria for an indefinite term. The legal name of the Issuer was "Österreichische Elektrizitätswirtschafts-Aktiengesellschaft" and was changed to "VERBUND AG" in May 2010.

When the Issuer was founded in 1947 on the basis of the 2nd Nationalisation Act, the Austrian legislature gave the Issuer the task of rebuilding and expanding the Austrian electricity system. In 1987, in an amendment to the 2nd Nationalisation Act (and after the cancellation of the 2nd Nationalisation Act in 1998 in form of an Austrian constitutional law), the Austrian legislature decreed that at least 51 per cent. of the shares in VERBUND must be held by the Republic of Austria and at least 51 per cent. of the shares in (the legal predecessors of) VERBUND Hydro Power GmbH and at least 50 per cent. of the shares in Donaukraftwerk Jochenstein AG, Ennskraftwerke AG and Österreichisch-Bayerische Kraftwerke AG must be held by the Republic of Austria or VERBUND.

In 1988, 49 per cent. of the shares of the Issuer were privatised by way of an initial public offering (IPO) and the Issuer acquired the federal shares in special companies (such as Donaukraft, Tauernkraft and Draukraft, now merged into VERBUND-Hydro Power GmbH). After Austria joined the European Union in 1995 and the European electricity market was deregulated in 1999, VERBUND implemented reorganisational measures to modernise and internationalise its business activities. In 2001, the Austrian electricity market was fully deregulated.

After a period of expanding its business in Germany, Italy, France, Turkey and certain central and eastern European (CEE) countries through acquisitions and joint ventures, which lasted until 2011/2012, VERBUND adjusted its strategy due to the transformation of the European electricity markets resulting from massive subsidies for wind and solar power and the failure of the CO₂ market. As a result of a weak market environment, VERBUND focused on its core business, i.e., the generation of electricity from hydropower and wind power in Austria and Germany and operating the Austrian high-voltage grid. In 2013, VERBUND sold its 50 per cent. interest in Enerjisa Enerji A.S. in Turkey and, in return, acquired shares in 8 run-of-river power plants in Germany and also sold its participations in Italy and France.

As from May 2014, VERBUND started to restructure its thermal generation business in Austria, including the closure of the Dürnrohr hard coal power plant and the Neudorf-Werndorf oil-fired power plant. As of the date of this Prospectus, VERBUND operates the combined cycle gas turbine power plant in Mellach and the converted district heating plant Mellach, both of which generate electricity by means of natural gas and are used to maintain security of supply in Austria. Due to challenging conditions in the electricity markets starting in 2015, including the significant decrease of wholesale electricity prices, and culminating at the beginning of 2016, VERBUND reduced costs and decreased its investments by way of various cost savings and efficiency improvement programmes. After this period of financial austerity, VERBUND restarted its investment activities due to the improving energy market environment and rising prices on the wholesale

markets, introducing inter alia a growth target for electricity generation from new renewables of 20-25 per cent. of total generation until 2030 (onshore wind and photovoltaic). In May 2021, VERBUND acquired a 51 per cent. stake in Gas Connect Austria GmbH ("**GCA**"), Austria's independent gas transmission and distribution system operator.

At the beginning of 2023, VERBUND launched its Mission V strategy to participate as a driving force in the energy transition and its challenges. Mission V is a long-term comprehensive transformation programme based on VERBUND's 2030 strategy with its three strategic focus areas: strengthening VERBUND's integrated positioning in its home market of Austria (comprising expansion of domestic hydropower and the Austrian high-voltage grid and supplying domestic customers with environmentally friendly electricity), expanding renewables (onshore wind and photovoltaic) in Europe to strengthen the supply independence of fossil imports and to contribute to a climate-neutral Europe and positioning VERBUND as a European hydrogen player.

In this context, Spain, Germany and Italy have been defined as strategic target markets. The existing Spanish portfolio (with acquisitions in 2021 and 2022) was further expanded in 2023 through acquisition, including the purchase, of operational wind power plants at nine sites in Spain with an aggregate capacity of 257 megawatt ("**MW**") and potential for hybridisation and repowering. In October 2023, VERBUND announced that it had committed to acquire a wind portfolio in Germany with a capacity of approximately 56 MW. VERBUND completed its acquisition of Solarpower Holding GmbH in June 2023, strengthening its position in the photovoltaic market for large customers in Austria and broadening its activities throughout the photovoltaic value chain.

BUSINESS

Overview

As VERBUND Group's business comprises the generation, transportation, trading and sale of electrical energy and other energy sources as well as the provision of energy services, VERBUND Group believes that it is Austria's leading utility company and one of the largest producers of hydroelectricity in Europe.⁵

Generating environmentally-friendly, cost-effective electricity forms the basis of VERBUND Group's business. Hydropower, a renewable power source, accounts for more than 92 per cent. of the energy produced by VERBUND Group. As of 31 December 2023, VERBUND Group had a total of 130 hydropower plants that generated approximately 30.5 terawatt hours ("**TWh**") of energy (source: VERBUND Integrated Report 2023).

With wind power plants and photovoltaic installations in Austria, Germany, Romania and Spain, VERBUND had 1,052 MW of installed capacity at its disposal as of 31 December 2023 and generated 1,758 GWh of electricity from wind and solar power in 2023, an increase of 734 GWh on the previous year's 2022 level of 1,024 GWh. The share of new renewables (as a percentage of electricity generated in 2023) was greater than 5 per cent.

Through its wholly owned subsidiary Austrian Power Grid AG ("**APG**"), VERBUND also operates the Austrian high-voltage transmission grid, which extends over 3,436 kilometres and includes 67 substations and switching stations and forms the backbone of Austrian electricity supply. In addition, VERBUND holds a 51 per cent. stake in GCA, Austria's gas transmission and distribution system operator operating a state-of-the-art, powerful high-pressure network with connections to and from Germany and Slovakia and to Slovenia and Hungary, as well as to domestic storage and production facilities. There are five compressor stations, 56 metering and transfer stations and over 100 transfer measuring points along the approximately 900 km-long pipeline system.

VERBUND Group is also an electricity wholesaler and trader. Approximately 52 per cent. of the electricity sold by VERBUND in 2023 went to the Austrian market. VERBUND's international trading and sales activities were focused on the German market, which accounted for approximately 82 per cent. of total volumes sold abroad in 2023. As of

⁵ This assumption is based on megawatt hours ("**MWh**") generated (in particular from renewable sources) and VERBUND Group's aforementioned additional services, which can be provided due to its ownership of the electricity transmission grid and control over the gas transmission grid.

31 December 2023, approximately 491,000 customers (household/agriculture and commercial) obtained electricity from VERBUND.

In 2023, VERBUND Group had an average number of 3,804 employees (2022: 3,516 employees)⁶, achieved revenue of EUR 10.4 billion (2022: EUR 10.3 billion) and a group result⁷ of EUR 2,266 million (2022: EUR 1,717 million).

Strengths

Both globally and in Europe, the energy and utility sectors are undergoing significant changes characterised by the trends towards decarbonisation, digitalisation and decentralisation. Due to its existing business of producing renewable energy, the Issuer believes that it is well-positioned to benefit from these trends in and the upcoming significant changes in the European energy sector. VERBUND owns and operates 130 carbon-free hydropower plants as well as a portfolio of onshore wind and solar power plants accounting for a total of more than 1 GW spread across Europe and the Austrian high-voltage grid, which is necessary to integrate the new renewables into the European energy system. The 51 per cent. stake in GCA could play an important role in Europe's future energy system as the Issuer believes that green gases will have a significant influence. Moreover, as an energy trader and seller, VERBUND offers innovative and sustainable products to its customers. Finally, as a result of its conservative financial policy, VERBUND has a resilient capital structure and is one of the highest rated utilities companies in Europe (based on publicly available ratings of competitors).

The Issuer intends to capitalize on its above-mentioned strengths, to further develop its position in the renewable energy sector and thus contribute to Austrian and European political climate targets. This includes profitable growth in new renewable energy generation technologies, onshore wind and photovoltaic, further expansion of the renewable hydropower production and investments in the regulated high voltage grid. In addition, VERBUND intends to further engage in the areas of digitalisation and innovation (including storage technologies and green hydrogen).

Between 2020 and 2023, VERBUND and its subsidiaries managed to reduce its greenhouse gas emissions⁸ intensity from 19 g CO₂/kWh to 8 g CO₂/kWh. Since 2005, VERBUND reduced direct CO₂ emissions from thermal power plants which fall under the European Emissions Trading System (EU ETS) by approximately 92 per cent.

Strategy and VERBUND Green Financing Framework

Mission V

Mission V was launched at the beginning of 2023 and is a long-term comprehensive transformation program with its three strategic focus areas: (i) strengthening VERBUND's position as an integrated utility in the Austrian market; (ii) expanding renewables in Europe; and (iii) positioning VERBUND as a European hydrogen player.

Strengthening VERBUND's position as an integrated utility in the domestic market

Hydropower has been the backbone of VERBUND's activities for 75 years, which is why it is a key element in its strategy of strengthening the position of its Group as an integrated utility in the Austrian market. This comprises conserving, modernising and expanding hydroelectricity generation in Austria and Germany as well as the rehabilitation measures at the power plants on the Danube and Inn rivers. Expanding pumped storage capacity in Austria and Germany is also an important target in this business field.

Being aware of its responsibility as a reliable transmission system and gas pipeline operator, VERBUND implements the network development plans to safeguard a stable electricity grid and gas pipeline infrastructure. The Network Development Plan 2023 for the high voltage grid of VERBUND's subsidiary APG includes around 400 route kilometres of new lines, 25 new substations and other grid measures, storage and flexibility options, sector coupling and innovative technological solutions. The projects currently in construction such as the 380 kV Salzburg line, the 220 kV Reschen Pass

⁶ Part-time employees were taken into account proportionately based on their working hours.

⁷ Profit for the period attributable to shareholders of VERBUND AG.

⁸ Greenhouse gas emissions from electricity generation and transmission (excluding GCA) in relation to total electricity generated (including purchase rights and excluding electricity generated for district heating).

line and various substation projects are going according to plan. VERBUND's subsidiary GCA is committed to safeguarding the gas supplies by analysing several sections of pipeline to diversify imports of natural gas and continue research into the upgrade of the gas network for transportation of hydrogen. For this purpose, a hydrogen ("H2") import corridor was created in collaboration with neighbouring transmission system operators ("TSO"). In 2023, two projects were also submitted in the Important Projects of Common European Interest process for hydrogen projects.

In supplying consumers with green electricity and with its ambitious commitment to customer-centric solutions, VERBUND sees itself as a decarbonisation partner in Austria and Germany. This includes supporting the energy transition all the way to the consumer (industrial, commercial and residential customers) by supplying green electricity, fostering the further development and expansion of photovoltaic systems (open-field installations, rooftop systems and, more recently, photovoltaic ("PV") carports), electric transportation, battery storage, providing customer-centric solutions and expanding e-mobility activities related to building charging infrastructure for electric cars at the sites of industrial customers and in residential areas.

Expanding renewables in Europe

By significantly expanding wind power and photovoltaic systems in Europe, VERBUND aims to help reduce reliance on fossil fuels in the medium term and contribute to a climate-neutral Europe. Diversifying its regional and technological risks is another aspect of VERBUND's strategy. Due to the volatility of wind and photovoltaic generation, the expansion of flexibility products will be factored into the design of this strategy in the future. The aim is to increase share of wind and photovoltaic to up to 25 per cent. of VERBUND's total electricity generation by 2030. VERBUND currently has around 1,100 MW in operation, projects of approximately 100 MW in construction and a pipeline of around 6 GW of potential projects in different stages of development. Besides developing the Spanish portfolio of wind power plants and photovoltaic installations, VERBUND is deepening its involvement in Italy's energy market, which was entered at the end of 2022 by acquiring a photovoltaic project portfolio near Lecce and also strengthening the market presence in Germany by continuing partnerships with EFI Wind GmbH/Felix Nova GmbH and Lindehorst-Group/Visiolar GmbH for developing wind and solar farms.

Positioning VERBUND as a European hydrogen player

Green hydrogen is the key to the energy transition and decarbonisation and a pioneering field in which VERBUND will play a vital role by developing the market and forging long-term relationships with customers strengthening its expertise and positioning itself as a reliable partner. As a key player for cross-sectoral hydrogen production in Austria, VERBUND developed several local projects in 2023 (including Green Ammonia Linz with LAT Nitrogen with an output of 60 MW and Pannonian Green Hydrogen with Burgenland Energie, with an output of 60 MW in the first expansion stage). Furthermore, VERBUND was setting up an H2 import business by pressing ahead with an international portfolio of project opportunities in collaboration with partners. Also, VERBUND was one of the co-founders of Hydrogen Import Alliance Austria (HIAA) and Hydrogen Import Consortium Bavaria (HIBB), the goals of which are to push forward the development of hydrogen imports into Austria and southern Germany by 2030, thus ensuring large-scale availability of hydrogen for supplying industry in conjunction with the development of additional green generation and leveraging economies of scale.

Integral to VERBUND's green hydrogen import businesses is also co-developing the necessary infrastructure corridors, in particular through VERBUND's subsidiary Gas Connect Austria GmbH and its minority shareholdings in Trans Austria Gasleitungen GmbH, the two gas TSOs in Austria. Both companies, together with Italy's TSO SNAM and the Bavarian TSO bayernets, are part of the "SoutH2 Corridor" project, which links future green hydrogen production facilities in northern Africa with demand centers in Italy, Austria and Germany. The trilateral infrastructure initiative is comprised of approximately 3,300 km of pipelines and several hundred MW of compression capacity and is expected to be operational by 2030. In November 2023, the European Commission adopted the "SoutH2 Corridor" as part of the 6th list of energy Projects of Common Interest (PCIs), which accelerates approval and implementation procedures as well as, under certain conditions, grants access to European funding from the Connecting Europe Facility (CEF). Building on Austria's role as a transit country for gas (natural or H2), the transformation of GCA's gas grid will require substantial investments

(> EUR 1 billion). The majority of the existing gas network can be repurposed for H2, which increases cost efficiency and therefore attractiveness of future H2 tariffs in a competitive, cross-European market.

Green Financing and VERBUND Green Financing Framework

To support its Mission V strategy and broader sustainability aims, VERBUND incorporated ESG-related considerations into the daily operations of its subsidiaries and central functions. Furthermore, VERBUND reflects its commitment to sustainability through the raising of "Green financing". VERBUND's track record in "Green finance" includes issuing its first "Green Bond" in 2014 and its first "Green Schuldschein" in 2018 as well as entering into its first ESG-linked syndicated loan in 2018. In addition, VERBUND issued its first EU Taxonomy aligned Green & Sustainability-linked Bond in 2021 and its first "ESG-linked Schuldschein" in 2022 and entered into its "Sustainability-linked syndicated loan" in 2023.

VERBUND revised its VERBUND Green Financing Framework, which was established in 2021, to support its future issuance of green bonds to support its Mission V and broader sustainability aims. Through the VERBUND Green Financing Framework, VERBUND wishes to contribute towards climate change mitigation environmental objectives.

The VERBUND Green Financing Framework has been revised in alignment with the Green Bond Principles 2021 as developed and published by ICMA, its members and further market participants and market observers. The VERBUND Green Financing Framework also aligns with the Delegated Acts of the EU Taxonomy, published in November 2023:

- the Issuer establishes a substantial contribution to at least one of six environmental objectives through the allocation of the net proceeds to the Eligible Green Projects (see "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE*");
- a set of "do-no-significant harm criteria" aligned with the EU Taxonomy has been established by the Issuer for each project category and has been reviewed by the Second Party Opinion provider;
- the Second Party Opinion provider assessed the alignment of the due diligence and selection process in place with the "EU Taxonomy Minimum Social Safeguards" and the Issuer aligned the selection criteria for the Eligible Green Projects with the EU Taxonomy Technical Screening Criteria and in this context, the Second Party Opinion provider reviewed the technical screening criteria.

Recent Acquisitions

As mentioned above (see chapter "*Strategy and VERBUND Green Financing Framework*") the three strategic focus areas of VERBUND are (i) strengthening VERBUND's position as an integrated utility in the Austrian market; (ii) expanding renewables in Europe; and (iii) positioning VERBUND as a European hydrogen player. M&A-activities play a vital role in the realization of these strategic targets concerning the expansion of solar and wind power in Europe. Especially in VERBUND's key target markets of Spain, Germany and Italy, M&A-activities have become increasingly important. In order to develop and diversify its existing Spanish portfolio, VERBUND successfully acquired a portfolio of operational wind power plants with an aggregate capacity of 257 MW and the potential for hybridisation and repowering in 2023. Additionally, the 39 MW wind project Loma de los Pinos near Seville (Spain), which was acquired in 2022, was put into operation in June 2023. Furthermore, VERBUND acquired the remaining 30%-stake in a wind- and PV-portfolio (171 MW) from Capital Energy in October 2023. Also in October 2023, VERBUND announced that it had signed the contract to acquire a wind portfolio in Germany with a capacity of approximately 56 MW. In addition, VERBUND completed its acquisition of Solarpower Holding GmbH (already realised projects of approx. 65 MWp in Austria) in June 2023, strengthening its positioning in the photovoltaic market for large customers in Austria and broadening its activities throughout the photovoltaic value chain.

Investments

VERBUND Group's investment plan for the 2024–2026 period provides for capital expenditure ("**CapEx**") in the amount of EUR 5,535 million. Of that total, around EUR 3,809 million will be spent on growth CapEx and around EUR 1,726 million on maintenance CapEx. A significant part of the capital expenditure (approximately EUR 1,780 million) will go towards expanding and maintaining the regulated Austrian power grid. In addition, VERBUND will be investing primarily

in projects involving new renewables (approximately EUR 1,708 million) and hydropower plants (approximately EUR 1,418 million). The investments will mainly involve VERBUND's domestic markets of Austria and Germany (approximately EUR 4,115 million) and the Spanish market (approximately EUR 960 million). In 2024, VERBUND plans to invest a total of approximately EUR 1,671 million, around EUR 1,134 million of which will be invested in growth and around EUR 537million in maintenance.

SELECTED FINANCIAL INFORMATION AND OTHER INFORMATION

Selected Financial Information

The following table shows selected financial information with regard to VERBUND Group which is derived from the audited consolidated financial statements of VERBUND as of and for the financial year ended 31 December 2023, prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**"), and the additional requirements under Section 245a of the Austrian Commercial Code (*Unternehmensgesetzbuch, UGB*), and from the unaudited condensed consolidated interim financial statements of VERBUND as of and for the three-months period ended 31 March 2024, prepared in accordance with IFRS applicable to interim financial reporting (IAS 34).

Where financial information in the tables in this Prospectus is labelled "audited", this means that it has been taken from the above mentioned audited consolidated financial statements. The label "unaudited" is used in the tables in this Prospectus to indicate financial information that was not taken from the above mentioned consolidated financial statements but has been taken either from above mentioned unaudited condensed consolidated interim financial statements or from VERBUND's internal reporting systems, or is based on calculations of financial information of the above mentioned sources.

(in Euro million)	<u>31 December 2022</u> <u>(audited)</u>	<u>31 December 2023</u> <u>(audited)</u>	<u>31 March 2024</u> <u>(unaudited)</u>
Total assets	19,156.6	19,485.3	20,197.3
Current liabilities	4,145.4	3,161.3	2,978.2
Equity attributable to shareholders of VERBUND AG	7,276.0	9,969.1	10,681.5
Equity attributable to non-controlling interests	1,047.0	1,251.8	1,332.0

Full Year Results 2023 – important influencing factors

The following factors had an impact on the business and full year results 2023 of VERBUND Group:

- Significantly higher achieved average contract prices for production in the hydro power and the new renewables segment due to higher wholesale prices;
- Hydro coefficient slightly below long-term average but significantly higher than 2022;
- Higher production from storage power plants due to higher inflows;
- Higher production from wind and photovoltaics because of acquired assets and new installations;
- Higher contributions from the regulated grid segment;
- Lower contribution from flexibility products because of lower spot prices and lower spreads between base and peak load energy;
- Negative contribution from levy on excess profits in Austria, Germany and Romania;

- Negative contribution from the sales segment due to negative margins in the retail business;
- Negative non-recurring effects mainly from impairment losses because of weaker future energy market environment;
- Significant increase of CapEx in the infrastructure and the new renewables segment.

Dividend

The Annual General Meeting of VERBUND resolved on 30 April 2024 to distribute a dividend of EUR 4.15 per share for the financial year 2023. The dividend breaks down into a regular dividend of EUR 3.40 per share and a special dividend of EUR 0.75 per share. The total payout ratio (regular dividend and special dividend) calculated on the basis of the adjusted VERBUND Group result amounts to 55.1 per cent. for the financial year 2023 (2022: 71.3 per cent., 2021: 45.7 per cent.).

Results Q1 2024 – important influencing factors

The following factors had an impact on the Q1 2024 results of VERBUND Group:

- Lower average achieved contract prices for production in the hydro power and the new renewables segment due to lower wholesale prices;
- Strong hydro coefficient with 1.29 in Q1 2024 but lower production from reservoirs;
- Higher production from wind and photovoltaics as well as from thermal generation;
- Positive contribution from the sales segment due to lower procurement costs;
- Lower contribution from the grid segment and from all other segments;
- Lower contribution from flexibility products (Q1 2024: EUR 42.0 million).

CREDIT RATINGS

The Issuer has been rated with "A3/positive outlook" by Moody's (as defined below) and "A+/stable outlook" by Standard & Poor's (as defined below).

Each of Moody's Deutschland GmbH ("**Moody's**") and S&P Global Ratings Europe Limited ("**S&P**") are established in the European Union and are currently registered pursuant to Regulation (EC) No 1060/2009 of the European Parliament and the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**"). Moody's and Standard & Poor's are each listed in the "List of registered and certified CRAs" as published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu>) in accordance with the CRA Regulation.

ESG RATINGS

The Issuer's exposure to ESG risks and the related management arrangements established to mitigate those risks has been assessed by several agencies. The following table provides an overview of such ESG ratings as well as its latest publication:

ESG rating provider	Last date of publication	ESG rating
Sustainalytics	2 August 2023	"18.2 out of 100 points" ⁽¹⁾
ISS-ESG	18 April 2023	"B+" ⁽²⁾
CDP – Climate Change	6 February 2024	"A-" ⁽³⁾
Ecovadis	3 August 2023	"75 out of 100 points" ⁽⁴⁾

- (1) Sustainalytics' ESG Risk Ratings measure a company's exposure to industry-specific material ESG risks and how well a company is managing those risks. Company ratings are categorized across five risk levels: negligible (0-10), low (10-20), medium (20-30), high (30-40), and severe (40+). A company's ESG Risk Rating is comprised of a quantitative score and a risk category. A score of 18.2 out of 100 points means the company's exposure falls into the "low" category (source: <https://www.sustainalytics.com/corporate-solutions/esg-solutions/esg-risk-ratings>, which is not incorporated by reference in this Prospectus).
- (2) The ISS ESG corporate rating provides a qualitative assessment of ESG performance and comprises a range of complementary outputs. The rating model applies a twelve-point grading system from A+/4.00 (excellent performance) to D-/1.00 (poor performance). A "B+" rating falls in the higher category of the second-best subsection ("good"). Furthermore, with this rating VERBUND was classified as a so-called "Prime Investment" according to the rating methodology of rating provider ISS ESG. According to ISS ESG, the Prime Status is awarded to companies with an ESG performance above the sector-specific Prime threshold, which means that they fulfil ambitious absolute performance requirements (source: www.issgovernance.com/esg/ratings/corporate-rating/, which is not incorporated by reference in this Prospectus).
- (3) A CDP score provides a snapshot of a company's disclosure and environmental performance. CDP uses scoring methodology to incentivize companies to measure and manage environmental impacts through one or more of their climate change, forests, and water security questionnaires. Scores range between D- to A (worst to best). To earn an A score from CDP, organizations must show environmental leadership, disclosing action on climate change, deforestation or water security. They must demonstrate best practice in strategy and action as recognized by frameworks such as the TCFD, Accountability Framework and others. As well as having high scores in all other levels these companies will have undertaken actions such as setting science-based targets, creating a climate transition plan, developing water-related risk assessment strategies, or reporting on deforestation impact for all relevant operations, supply chains and commodities (source: www.cdp.net/en/scores/cdp-scores-explained, which is not incorporated by reference in this Prospectus).
- (4) The EcoVadis overall score (0-100) reflects the quality of a company's sustainability management system at the time of the assessment. The EcoVadis sustainability recognition levels are currently based on the percentile rank of a company's EcoVadis score across all companies in all industries and a minimum theme score. The medals' criteria are reviewed periodically. While badges were introduced in 2024, the medal eligibility criteria for scorecards published in 2023 is as follows: top 5% (overall score between 70 and 77). The score refers to the 360° Watch indicator score. This indicator is scored between 0 and 100 for each theme, based upon a set of standard and detailed scoring guidelines, which EcoVadis' analysts use to assign the level of impact for findings with negative consequences. 360° Watch findings can have a severe, major, minor, neutral, or positive impact on the corresponding theme's 360° Watch indicator score. A company is ineligible for a medal if the 360° Watch indicator score equals 0 for at least one theme or 25 for at least two themes. A score of 75 points out of 100 means no cases or case(s) with no impact / under watch (source: <https://support.ecovadis.com/hc/en-us/articles/210460227-Understanding-EcoVadis-Medals-and-Badges>, which is not incorporated by reference in this Prospectus).

The Issuer's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. Prospective investors must determine for themselves the relevance of any of the above ESG ratings. Furthermore, ESG ratings shall not be deemed to be a recommendation by the Issuer, the Joint Bookrunners, the Joint ESG Structuring Agents or any other person to buy, sell or hold the Notes. For more information regarding the assessment methodologies used to determine ESG ratings, reference is made to the relevant ESG rating provider's website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

SEGMENT OVERVIEW

VERBUND Group's operating segments comprise "Hydro", "New Renewables", "Sales", "Grid" and "All other segments" (each a "Segment").

The following overview summarises VERBUND's operating segment data on a Group level for 2022 and 2023, respectively. A single break down for each Segment is provided in the sub-paragraphs below.

Operating segment data 2023

	Hydro	New Renewables	Sales	Grid	All other segments	Reconciliation/Consolidation**	Total Group
2023 in EUR million (audited)							
Total Revenue	4,485.9	328.3	8,277.6	2,496.4	513.2	-5,651.9	10,449.5

EBITDA	3,856.4	227.6	-196.9	579.1	89.5	-65.1	4,490.5
Result from interests accounted for using the equity method	0.7	0.6	-0.6	6.0	78.2	0.0	84.9
Capital Employed*	5,957.9	1,643.2	585.4	2,762.3	674.4	-413.8	11,209.3

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt). From 2019 onwards, this ratio is only calculated for VERBUND's unregulated business activities. The reconciliation from VERBUND Group's total assets to Capital Employed as of 31 December 2023 is as follows: VERBUND Group's total assets of EUR 19,485.3 million as of 31 December 2023 less assets not used in the performance and commercialisation process of EUR 3,891.0 million as of 31 December 2023 and non-interest-bearing debt of EUR 4,384.9 million as of 31 December 2023.

** The Reconciliation/Consolidation column includes the activities of VERBUND AG, VERBUND Finanzierungsservice GmbH, VERBUND Ventures GmbH, VERBUND Green Hydrogen GmbH and VERBUND Green Hydrogen Sales GmbH as well as unconsolidated equity interests that have not been allocated to a segment and consolidations to be carried out at VERBUND Group level.

Operating segment data 2022

	Hydro	New Renewables	Sales	Grid	All other segments	Reconciliation/Consolidation**	Total Group
2022 in EUR million (audited)							
Total Revenue	2,823.7	238.4	8,880.5	2,212.9	566.8	-4,376.2	10,346.1
EBITDA	2,383.4	127.6	242.4	297.6	186.0	-76.4	3,160.7
Result from interests accounted for using the equity method	1.1	0.0	-0.7	-0.4	4.3	0.0	4.3
Capital Employed*	6,180.5	1,356.6	1,413.4	2,740.4	655.2	-254.2	12,092.0

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt). From 2019 onwards, this ratio is only calculated for VERBUND's unregulated business activities. The reconciliation from VERBUND Group's total assets to Capital Employed as of 31 December 2022 is as follows: VERBUND Group's total assets of EUR 19,156.6 million as of 31 December 2022 less assets not used in the performance and commercialisation process of EUR 3,805.8 million as of 31 December 2022 and non-interest-bearing debt of EUR 3,258.9 million as of 31 December 2022.

** The Reconciliation/Consolidation column includes the activities of VERBUND AG, VERBUND Finanzierungsservice GmbH, VERBUND Ventures GmbH, VERBUND Green Hydrogen GmbH and VERBUND Green Hydrogen Sales GmbH as well as unconsolidated equity interests that have not been allocated to a segment and consolidations to be carried out at VERBUND Group level.

Hydro

Generation of electricity from hydropower is reported in the Hydro segment. VERBUND Group is one of Europe's biggest producers of hydroelectricity. Around 93 per cent. (30,509 GWh) of the total electricity VERBUND Group generated in 2023 (32,977 GWh) came from hydropower. Especially in Austria, hydropower is the basis for generating electricity from renewable energy sources.

The following overview summarises VERBUND Group's financial performance in the Hydro segment.

Key Performance Indicators – Segment Hydro			
(in EUR million)	2022 (audited)	2023 (audited)	Change (unaudited)
Total Revenue	2,823.7	4,485.9	58.9%
EBITDA	2,383.4	3,856.4	61.8%
Results from interests accounted for using the equity method	1.1	0.7	-36.4%
Capital Employed*	6,180.5	5,957.9	-3.6%

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt).

New Renewables

Power generation from wind power and solar power is reported in the New Renewables segment. As of 31 December 2023, the maximum electrical capacity (maximum capacity for sustained operations) of electricity generation from wind power was 798 MW and from Photovoltaic 253 MW. In 2023, VERBUND Group generated 1,397 GWh of electricity from wind in Austria, Germany, Romania & Spain and 362 GWh from Photovoltaic in Austria & Spain.

The following overview summarises VERBUND Group's financial performance in the New Renewables segment.

Key Performance Indicators – Segment New Renewables			
(in EUR million)	2022 (audited)	2023 (audited)	Change (unaudited)
Total Revenue	238.4	328.3	37.7%
EBITDA	127.6	227.6	78.4%
Results from interests accounted for using the equity method	0.0	0.6	–
Capital Employed*	1,356.6	1,643.2	21.1%

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt).

Sales

The Sales segment combines all of VERBUND Group's trading and sales activities. Through its trading in electricity, gas, guarantees of origin, emission allowances and transport capacity as well as in innovative green electricity and flexibility products, VERBUND Group occupies strong positions in the most important over-the-counter markets and in the exchange markets in Europe. This gives VERBUND Group a competitive advantage in marketing its products.

The following overview summarises VERBUND Group's financial performance in the Sales segment.

Key Performance Indicators – Segment Sales			
(in EUR million)	2022 (audited)	2023 (audited)	Change (unaudited)
Total Revenue	8,880.5	8,277.6	-6.8%
EBITDA	242.4	-196.9	–
Results from interests accounted for using the equity method	-0.7	-0.6	14.3%
Capital Employed*	1,413.4	585.4	-58.6%

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt).

Grid

The Grid segment comprises the activities of APG and GCA.

VERBUND's grid subsidiary APG as a TSO for electricity is responsible for energy security in Austria. The APG grid encompasses a route length of around 3,400 km, which APG operates and maintains with a team of around 850 specialists and continuously adapts to the growing demands of electrification in society, business and industry.

VERBUND holds 51 per cent. of the shares in independent grid operator GCA. GCA is an Austrian gas transmission and distribution system operator and, as such, plays a key role in the Austrian and Central European energy supply. Out of the central Baumgarten hub, GCA operates a technologically advanced, powerful high-pressure network with connections to and from Germany and Slovakia and to Slovenia and Hungary, as well as to domestic storage and production facilities. There are five compressor stations, 56 metering and transfer stations and over 100 transfer measuring points along the approximately 900 km-long pipeline system. GCA's main responsibility is to operate those facilities and to sell transport capacity.

The following overview summarises VERBUND Group's financial performance in the Grid segment.

Key Performance Indicators – Segment Grid			
(in EUR million)	2022 (audited)	2023 (audited)	Change (unaudited)
Total Revenue	2,212.9	2,496.4	12.8%
EBITDA	297.6	579.1	94.6%
Results from interests accounted for using the equity method	-0.4	6.0	–
Capital Employed*	2,740.4	2,762.3	0.8%

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt). From 2019 onwards, this ratio is only calculated for VERBUND's unregulated business activities.

All other segments

"All other segments" comprises the Thermal generation, Services and Equity interests segments. Electricity and heat generation from gas is reported under the Thermal generation segment. The primarily intra-group business activities of VERBUND Services GmbH are reported under the Services segment. Interests accounted for using the equity method which have not been allocated to any other segment are reported under the Equity interests segment. In 2023 and 2022, this only comprised the equity interest in KELAG-Kärntner Elektrizitäts-Aktiengesellschaft.

The following overview summarises VERBUND Group's financial performance in the "All other segments" segment.

Key Performance Indicators – All other segments			
(in EUR million)	2022 (audited)	2023 (audited)	Change (unaudited)
Total Revenue	566.8	513.2	-9.5%
EBITDA	186.0	89.5	-51.9%
Results from interests accounted for using the equity method	4.3	78.2	–
Capital Employed*	655.2	674.4	2.9%

* Capital Employed is defined by VERBUND as total assets less those assets that do not (yet) contribute to performance and commercialisation processes (mainly advance payments, plants under construction (excluding those in the Grid segment), cash and cash equivalents, derivative financial instruments in the energy area, investments and derivative financial instruments in the energy area under closed items on the balance sheet), and less non-interest bearing debt (contributions to building costs as well as other non-interest bearing debt).

ORGANISATIONAL STRUCTURE

The Issuer is the parent company of VERBUND Group and is not dependent upon other entities within VERBUND Group.

For further details on the significant consolidated subsidiaries of VERBUND Group as comprised in each Segment, see List of Group companies in Note 13.4 "Subsidiaries, joint ventures and associates of VERBUND" to the audited consolidated financial statements of VERBUND as of and for the financial year ended 31 December 2023 which are incorporated by reference into this Prospectus (see "*Incorporation by Reference*" below).

TREND INFORMATION

Save as disclosed in this Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2023.

ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES

Executive Board

The executive board of the Issuer (the "**Executive Board**") comprises the following four members:

Function	Name	Other relevant mandates
CEO, Chairman of the Executive Board	General Director Mag. Dr. Michael Strugl MBA	Chairman/President of Oesterreichs Energie, the Austrian Association of Electricity Companies
CFO, Deputy-Chair of the Executive Board	Managing Director Dr. Peter F. Kollmann	Member of the Supervisory Board of Telekom Austria AG
Member of the Executive Board	Managing Director Mag. Dr. Achim Kaspar	Member of the Supervisory Board of KELAG-Kärntner Elektrizitäts-Aktiengesellschaft
Member of the Executive Board	Managing Director Dr. Susanna Zapreva-Hennerbichler	Member of the Supervisory Board of PNE – Pure New Energy AG, of CropEnergies AG and of Salzgitter AG

Supervisory Board

The supervisory board of the Issuer (the "**Supervisory Board**") comprises the following 15 members:

Function	Name	Other relevant mandates
Member of the Supervisory Board, Chairman	Mag. Martin Ohneberg	HENN Industrial Group GmbH & Co KG (managing partner); Aluflexpack AG, Switzerland (president of the board of directors); VARTA AG, Germany (member of the supervisory board)
Member of the Supervisory Board, First Deputy-Chair	Dr. Edith Hlawati	Österreichische Beteiligungs AG (member of the board of directors); Telekom Austria AG (chairwoman of the supervisory board); OMV AG (deputy-chair of the supervisory board); and EuroTeleSites AG (member of the supervisory board)
Member of the Supervisory Board, Second Deputy-Chair	Univ. Prof. Dr. Eva Eberhartinger, LL.M (Exeter)	Raiffeisen Bank International AG (member of the supervisory board)
Member of the Supervisory Board	Dr. Ingrid Hengster	Barclays (Global Chairman, Investment Banking)
Member of the Supervisory Board	Mag. Jürgen Roth	Tank Roth GmbH (managing partner); ICS Internationalisierungszentrum Steiermark GmbH (chairman of the supervisory board); and

		ELG (Erdöl-Lagergesellschaft m.b.H.) (member of the supervisory board)
Member of the Supervisory Board	Dipl.-Ing. Eckhardt Rümmler	PreussenElektra GmbH, Germany (member of the supervisory board); and Northland Power Inc, Toronto (member of the supervisory board)
Member of the Supervisory Board	Mag. Christa Schlager	Chief of Economy Politics at Arbeiterkammer Wien (Vienna); and Forschungsförderungsgesellschaft mbH (member of the supervisory board); and Austria Wirtschaftsservice Gesellschaft mbH (aws) (member of the supervisory board)
Member of the Supervisory Board	Dipl. Ing. Robert Stajic MBA	Österreichische Beteiligungs AG (director); and OMV AG (member of the supervisory board)
Member of the Supervisory Board	Mag. Stefan Szyszkowitz	EVN AG (Spokesman of the managing board); Burgenland Holding Aktiengesellschaft (chairman of the supervisory board); EVN Macedonia AD (chairman of the supervisory board); RAG-Beteiligungs-Aktiengesellschaft (chairman of the supervisory board); RAG Austria AG (chairman of the supervisory board); Burgenland Energie AG (vice-chairman of the supervisory board); Netz Niederösterreich GmbH (vice-chairman of the supervisory board); and Wiener Börse AG (member of the supervisory board)
Member of the Supervisory Board	Dipl.-Ing. Peter Weinelt	Wiener Stadtwerke GmbH (managing director);

		<p>Wiener Stadtwerke Planvermögen GmbH (managing director);</p> <p>Wien Energie GmbH (chairman of the supervisory board);</p> <p>Wiener Netze GmbH (chairman of the supervisory board)</p> <p>Bestattung und Friedhöfe Wien GmbH (chairman of the supervisory board);</p> <p>WienIT GmbH (chairman of the supervisory board);</p> <p>EVN AG (member of the supervisory board);</p> <p>Burgenland Holding Aktiengesellschaft (member of the supervisory board); and</p> <p>Wiener Gesundheitsverbund (member of the supervisory board)</p>
Member of the Supervisory Board (employees' representative)	Kurt Christof	<p>Stadtwerke Voitsberg GmbH (member of the supervisory board); and</p> <p>Sparkasse Voitsberg/Köflach Bankaktiengesellschaft (member of the supervisory board)</p>
Member of the Supervisory Board (employees' representative)	Dr. Isabella Hönlinger	None
Member of the Supervisory Board (employees' representative)	Ing. Wolfgang Liebscher	None
Member of the Supervisory Board (employees' representative)	Veronika Neugeboren	None
Member of the Supervisory Board (employees' representative)	Ing. Hans Peter Schweighofer	None

The business address of the Executive Board and of the Supervisory Board is Am Hof 6a, 1011 Vienna, Austria.

Conflicts of interests

Supervisory Board

The Supervisory Board annually addresses possible conflicts of interest involving Supervisory Board members that could arise in particular as a result of activities or equity interests in the energy sector or in companies competing with VERBUND Group or with single projects. In the financial year 2023, the Supervisory Board members reported no conflicts of interest. According to the assessment of the Supervisory Board, there are no conflicts of interest with regard to the members of the Supervisory Board, which exist between their private interests or other duties and their duties to

VERBUND Group. Should such conflicts arise in future, suitable measures, such as abstention from voting or from providing advice and voting on individual agenda items, will have to be implemented promptly. An expert opinion obtained after the 2018 report from the Austrian Court of Audit confirms that VERBUND Group had taken adequate and suitable measures to manage potential conflicts of interest in the Supervisory Board in an appropriate manner.

Several contracts exist between VERBUND and the EVN Group, of which Mag. Stefan Szyszkowitz is spokesman of the managing board. A majority of these contracts had been concluded prior to the appointment of Mag. Szyszkowitz as a member of the Supervisory Board. The business transacted under these contracts and their volume are reported to the Supervisory Board on an annual basis. In the financial year 2023, an order volume totalling EUR 2,750,000 was processed on the basis of these contracts (excluding transactions with grid subsidiaries APG and GCA). They primarily involved electricity and grid purchases for various companies of VERBUND Group. In addition, there exist agreements concerning VERBUND Innkraftwerke GmbH, a standardised master trading agreement (EFET) and contractual relationships for the supply of electricity with ENERGIEALLIANZ Austria GmbH, in which EVN holds a 45 per cent. interest.

Several contracts exist between VERBUND and the Wiener Stadtwerke Group, of which Dipl.-Ing. Peter Weinelt is managing director. Most of these had already been entered into before Dipl.-Ing. Peter Weinelt became a member of the Supervisory Board. The business transacted under these contracts and their volume are reported to the Supervisory Board on an annual basis. In the financial year 2023, an order volume totalling EUR 6,610,000 was processed on the basis of the existing contracts (excluding transactions with grid subsidiaries APG and GCA). This primarily involved grid purchases for VERBUND companies. In addition, there are agreements concerning VERBUND Innkraftwerke GmbH, an agreement aimed at holding balancing reserves and providing balancing services and contractual relationships for the supply of electricity with ENERGIEALLIANZ Austria GmbH, in which Wiener Stadtwerke holds a 45 per cent. interest.

Executive Board

No conflicts of interest exist between the members of the Executive Board and VERBUND Group.

BOARD PRACTICES

Strategy- & Sustainability-Committee

The strategy- and sustainability-committee is responsible for developing a corporate strategy in collaboration with the Executive Board and for the annual review of strategy and support of any adaptive measures (the "**Strategy- & Sustainability Committee**") (reference is made to the section "*Strategy and VERBUND Green Financing Framework*" above). Furthermore, it addresses issues that are not to be handled by the entire Supervisory Board in consideration of competition-related aspects and conflicts of interest. In 2024 the former sustainability committee has been integrated into the strategy committee. As a consequence, the Strategy- & Sustainability-Committee from now on also deals with all issues concerning sustainability, "New Green Deal", decarbonisation, energy transition, climate protection and environmental protection. It is responsible for developing appropriate strategies and implementation policies and it monitors the sustainability goals.

The Strategy- & Sustainability-Committee of the Issuer comprises the following nine members:

Function	Name
Chairman of the Strategy- & Sustainability-Committee	Mag. Martin Ohneberg
Deputy-Chair Strategy- & Sustainability-Committee	Dipl.-Ing. Eckehardt Rümmler
Member of the Strategy- & Sustainability-Committee	Dr. Ingrid Hengster
Member of the Strategy- & Sustainability-Committee	Mag. Christa Schlager

Member of the Strategy- & Sustainability-Committee	Mag. Jürgen Roth
Member of the Strategy- & Sustainability-Committee	Dipl.-Ing. Robert Stajic
Member of the Strategy- & Sustainability-Committee	Kurt Christof
Member of the Strategy- & Sustainability-Committee	Ing. Wolfgang Liebscher
Member of the Strategy- & Sustainability-Committee	Ing. Hans Peter Schweighofer

Audit Committee

The audit committee is established and responsible, among other things, to review and prepare the adoption of the annual financial statements, to propose the distribution of profits and to prepare the management report and the consolidated financial statements, all in accordance with Article 92 Section 4a of the Austrian Stock Corporation Act (the "**Audit Committee**"). It supervises the accounting process and acknowledges the semi-annual financial statements. The audit committee deals with the risk management and the auditor's report about risk management, and it reports on this to the Supervisory Board. Finally, the committee deals with the work and results of the VERBUND Group Auditors (as defined below). The members of the audit committee possess the necessary financial expertise for such responsibilities in sufficient number.

The audit committee of the Issuer comprises the following nine members:

Function	Name
Chairwoman of the Audit Committee	Univ. Prof. Dr. Eva Eberhartinger
Deputy-Chair of the Audit Committee	Mag. Martin Ohneberg
Member of the Audit Committee	Dr. Ingrid Hengster
Member of the Audit Committee	Mag. Jürgen Roth
Member of the Audit Committee	Mag. Christa Schlager
Member of the Audit Committee	Dipl.-Ing. Robert Stajic
Member of the Audit Committee	Veronika Neugeboren
Member of the Audit Committee	Kurt Christof
Member of the Audit Committee	Isabella Hönlinger

Corporate Governance

The Issuer is committed to the Austrian Code of Corporate Governance (the "**Code**"). By actively implementing the Code, the Issuer aims to ensure that VERBUND Group is managed and controlled in a responsible manner that facilitates sustainable and long-term value creation and that a high level of transparency is created for all stakeholders. In 2003, the Issuer was one of the first companies in Austria to give the commitment to comply with the Code. Since then, to the greatest extent possible, the observance of all rules set up in the Code and the continuous optimisation of the high internal standards have been precedent tasks for the Executive Board and the Supervisory Board.

In accordance with the Code, compliance with the Code and the accuracy of the related reporting is evaluated externally by an independent auditor at regular intervals. The last such evaluation was carried out for 2022 and resulted in a positive report. The next evaluation is planned for 2024.

MAJOR SHAREHOLDERS

In accordance with Austrian constitutional law, 51 per cent. of the share capital in VERBUND is held by the Republic of Austria. A syndicate of the provincial energy companies Wiener Stadtwerke Holding GmbH and EVN AG holds more than 25 per cent. of the share capital in VERBUND. TIWAG-Tiroler Wasserkraft AG holds more than 5 per cent. of share capital in VERBUND. Less than 20 per cent. of the share capital in VERBUND is in free float.

Pursuant to the Articles of Incorporation and in accordance with Austrian constitutional law, which regulates the ownership structure of companies in the Austrian electricity sector, the following voting restriction applies:

"With the exception of regional authorities and companies in which regional authorities hold an interest of at least 51 per cent., the voting rights of each shareholder in the Annual General Meeting are restricted to 5 per cent. of the share capital."

Save for this voting restriction, all shares bear the same rights and obligations. There are no shares with special control rights.

FINANCIAL INFORMATION

The English language translations of the consolidated financial statements of VERBUND as of and for the financial years ended 31 December 2022 and 31 December 2023 together with English language translations of the independent auditor's reports thereon, respectively, and the English language translation of the unaudited condensed consolidated interim financial statements of VERBUND as of and for the three-months period ended 31 March 2024, have been incorporated by reference into this Prospectus (see "*Incorporation by Reference*" below).

Independent Auditors

The independent auditors of VERBUND and VERBUND Group for the financial year ended 31 December 2022 were Deloitte Audit Wirtschaftsprüfungs GmbH, Renngasse 1, Freyung, 1010 Vienna, Austria, registered with the commercial register (*Firmenbuch*) of the Commercial Court (*Handelsgericht*) of Vienna under FN 36059 d.

The independent auditors of VERBUND and VERBUND Group for the financial year ended 31 December 2023 were Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H., Wagramer Straße 19, 1220 Vienna, Austria, registered with the commercial register (*Firmenbuch*) of the Commercial Court (*Handelsgericht*) of Vienna under FN 267030 t.

Both, Deloitte Audit Wirtschaftsprüfungs GmbH and Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H. (the "**VERBUND AG Independent Auditors**"), are members of the Austrian Chamber of Tax Advisors and Public Accountants (*Kammer der Steuerberater:innen und Wirtschaftsprüfer:innen*) in Austria.

Auditing of Historical Financial Information

The consolidated financial statements of VERBUND as of and for the financial years ended 31 December 2022 and 31 December 2023, respectively, were prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**") and the additional requirements of Section 245a of the Austrian Commercial Code (*Unternehmensgesetzbuch* "**UGB**") and were audited by the VERBUND AG Independent Auditors in accordance with Austrian Standards of Auditing, which require to comply with International Standards of Auditing ("**ISA**"). The VERBUND AG Auditors issued their German-language unqualified independent auditor's reports on the German-language version of VERBUND's consolidated financial statements dated 17 February 2023 and 16 February 2024, respectively.

LEGAL AND ARBITRATION PROCEEDINGS

As of the date of this Prospectus, there were no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the last 12 months which may have, or

have had in the recent past, significant effects on the Issuer's and/or VERBUND Group's financial position or profitability other than the following:

Collective action proceeding

The Verein für Konsumenteninformation (association for consumer information) ("VKI") claims that the price adjustment clause set out in VERBUND AG's general terms and conditions regarding electricity supply contracts for end customers violates applicable law. VKI is therefore suing VERBUND to enjoin it from applying the advance adjustment clauses in accordance with the general terms and conditions. The Commercial Court of Vienna decided in favor of VKI, a decision which was affirmed by the Vienna Higher Regional Court. VERBUND's appeal of the decision to the Austrian Supreme Court is pending.

Procedures of individual customers

22 declaratory actions were filed against VERBUND. The lawsuits allege that the basic price and the work price (which varies depending on the client) were increased based on the general terms and conditions of the existing energy supply contract and/or gas supply contract with effect from 1 May 2022. The plaintiffs are suing for a declaration that certain provisions in VERBUND's general terms and conditions violate applicable law and that VERBUND should be held liable for the damage resulting from the unjustified price increases. For procedural and risk-mitigating reasons, the plaintiffs' contracts were terminated. The majority of the proceedings have been staid until the decision in the VKI proceedings is final. A written judgment was issued in one case, in which the District Commercial Court of Vienna decided in favor of the plaintiff, which VERBUND has appealed.

Lawsuits - Flooding River Drava (Drau) 2012

Approximately 80 proceedings were launched before Slovenian courts against VERBUND Hydro Power GmbH in relation to the floods of the Drava river in Republic of Slovenia in 2012. The court proceedings are conducted by the competent courts in Slovenj Gradec, Maribor and Ptuj. Many of the proceedings are still in the phase of obtaining the hydrological expert opinion. Each competent court has decided to nominate different hydrological experts, either Slovenian or foreign. Therefore, a concrete evaluation or prediction of the further development of the proceedings cannot be made.

Nevertheless, more than 20 proceedings have been decided in favour of VERBUND Hydro Power GmbH, either due to the plaintiff's decision to withdraw the claim or due to the court's decision that the claim did not meet the statutory requirements allowing the court to examine the claim. Some proceedings have been launched before courts in Austria. In one case, the court is waiting for a hydrological expert opinion, while the other cases are suspended. The total disputed amount in Slovenia and Austria is approximately EUR 18,400,000 as of 31 December 2023.

SIGNIFICANT CHANGE IN FINANCIAL PERFORMANCE AND FINANCIAL POSITION

Save as disclosed in this Prospectus, there has been no significant change in VERBUND Group's financial performance since 31 March 2024. Furthermore, save as disclosed in this Prospectus, there has been no significant change in VERBUND Group's financial position since 31 March 2024.

TAXATION WARNING

THE TAX LEGISLATION OF THE INVESTOR'S COUNTRY OF RESIDENCE AND OF THE ISSUER'S COUNTRY OF INCORPORATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES.

NO COMMENT IS MADE, OR ADVICE GIVEN BY THE ISSUER OR ANY BOOKRUNNER IN RESPECT OF TAXATION MATTERS RELATING TO THE NOTES AND EACH INVESTOR IS ADVISED TO CONSULT ITS OWN PROFESSIONAL ADVISER.

SUBSCRIPTION AND SALE OF THE NOTES

GENERAL

Pursuant to a subscription agreement dated 15 May 2024 among the Issuer and the Joint Bookrunners (the "**Subscription Agreement**"), the Issuer has agreed to sell to the Joint Bookrunners, and the Joint Bookrunners have agreed, subject to certain customary closing conditions, to purchase the Notes on 17 May 2024. The Issuer has furthermore agreed to pay certain fees to the Joint Bookrunners and to reimburse the Joint Bookrunners for certain expenses incurred in connection with the issue of the Notes.

The Subscription Agreement provides that the Joint Bookrunners under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities in connection with the offer and sale of the Notes.

Each of the Joint Bookrunners and/or its affiliates might have or have provided from time to time, and expect to provide in the future, investment banking and other commercial services in the ordinary course of business to the Issuer and its affiliates, or the VERBUND Group for which each of the Joint Bookrunners or its affiliates have received or will receive customary fees and commissions. In addition, in the ordinary course of their business activities, the Joint Bookrunners and/or their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Joint Bookrunners and/or their respective affiliates that have a lending relationship with the Issuer or its affiliates routinely hedge their credit exposure to the Issuer or its affiliates consistent with their customary risk management policies. Typically, such Joint Bookrunners and/or their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the securities of the Issuer or its affiliates, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Joint Bookrunners and/or their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, which are material to the issue.

The Notes are freely transferable.

SELLING RESTRICTIONS

General

Each of the Joint Bookrunners has represented and agreed that it will (to the best of its knowledge and belief) comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers the Notes or possesses or distributes the Prospectus or any advertisement material relating to the Notes and that it will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Joint Bookrunners shall have any responsibility therefor.

Prohibition of Sales to EEA Retail Investors

Each of the Joint Bookrunners has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision the expression retail investor means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II (as amended); or

- (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Prohibition of sales to UK Retail Investors

Each of the Joint Bookrunners has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision:

The expression "**retail investor**" means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
- (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each of the Joint Bookrunners has represented, warranted and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated 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
- (ii) 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.

United States of America and its territories

Each of the Joint Bookrunners has acknowledged that 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 of America (the "**United States**") to or for the account or benefit of, United States persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each of the Joint Bookrunners has represented and agreed that neither it nor any persons acting on its behalf has offered, sold or delivered and will offer, sell or deliver any Notes within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each of the Joint Bookrunners has represented and agreed that neither it, nor its affiliates nor any persons acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes. Terms used in this subparagraph have the meaning given to them by Regulation S.

The Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**" or "**TEFRA D**") (or, any successor rules in substantially the same form as TEFRA D Rules, as applicable, for purposes of Section 4701(B) of the U.S. Internal Revenue Code or any successor provision governing an excise tax exception regarding TEFRA D).

Each of the Joint Bookrunners has represented and agreed that:

- (a) except to the extent permitted under TEFRA D, (i) it has not offered or sold, and agrees that during the restricted period it will not offer or sell, such Notes to a person who is within the United States or its possessions or to a United States person, and (ii) it has not delivered and agrees that it will not deliver within the United States or its possessions such Notes that are sold during the restricted period;

- (b) it has and throughout the restricted period they will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (c) with respect to each affiliate that acquires such Notes from any Joint Bookrunner for the purposes of offering or selling such Notes during the restricted period, the Joint Bookrunners either (x) repeats and confirms the representations and agreements contained in subparagraphs (a) and (b) above on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in subparagraphs (a) and (b) above.

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

In addition, each of the Joint Bookrunners has represented and agreed that it has not entered and will not enter into any contractual arrangement with any distributor (as that term is defined for purposes of Regulation S and the D Rules) with respect to the distribution of the Notes, except with its affiliates or with the prior written consent of the Issuer.

Japan

Each of the Joint Bookrunners has represented and agreed 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"). Each of the Joint Bookrunners has represented and agreed that it 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.

Singapore

Each of the Joint Bookrunners has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each of the Joint Bookrunners has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA; or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Switzerland

Each of the Joint Bookrunners has acknowledged, represented and agreed that:

- (i) the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**"), and no application has been or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland;
- (ii) neither this Prospectus nor any other offering or marketing material relating to the Notes (x) constitutes a prospectus as such term is understood pursuant to the FinSA or (y) has been or will be filed with or approved by a Swiss review body pursuant to Article 52 of the FinSA; and
- (iii) neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

GENERAL INFORMATION

1. **Authorisations:** The creation and issue of the Notes has been authorised by a resolution of the Executive Board (*Vorstand*) of the Issuer on 5 March 2024 and by a resolution of the Supervisory Board (*Aufsichtsrat*) of the Issuer on 13 March 2024.
2. **Expenses of Admission to Trading:** The total expenses related to the admission to trading of the Notes are expected to amount to approximately EUR 11,500.
3. **Clearing Systems:** The Notes have been accepted for clearing and settlement through (i) Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and (ii) Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg (together, the "**Clearing Systems**").

The Notes have the following securities codes:

ISIN: XS2821745374

Common Code: 282174537

German Securities Code (WKN): A3LYXW

Eurosystem Eligibility: The Notes are intended to be held in a manner which would allow Eurosystem eligibility, i.e. the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. However, such recognition will depend upon the ECB being satisfied that further Eurosystem eligibility criteria have been met.

4. **Listing and Admission to Trading:** Application has been made to the Luxembourg and Vienna Stock Exchange for the Notes (i) to be admitted to trading on the Luxembourg Stock Exchange's and the Vienna Stock Exchange's respective regulated market (which are both regulated markets for the purposes of MiFID II), (ii) to be listed on the Official List of the Luxembourg Stock Exchange and (iii) to be listed and traded on the segment corporate standard of the regulated market of the Vienna Stock Exchange, on or around the Issue Date.
5. **Notices to Holders:** For so long as the Notes are listed on the Luxembourg Stock Exchange, all notices to the Holders regarding the Notes shall be published on the website of the Luxembourg Stock Exchange (www.luxse.com). The Issuer will be entitled to deliver all notices concerning the Notes to the Clearing Systems for communication by the Clearing Systems to the Holders to the extent that the rules of the stock exchanges on which the Notes are listed so permit.
6. **Documents available for inspection:** Electronic versions of the following documents are available on the Issuer's website:
 - (a) the articles of association of the Issuer (accessed by using the hyperlink <https://www.verbund.com/-/media/verbund/ueber-verbund/investor-relations/verbund-satzung-20101124-de.ashx>, a convenience translation thereof can be accessed under <https://www.verbund.com/-/media/verbund/ueber-verbund/investor-relations/verbund-satzung-20101124-en.ashx>);
 - (b) the VERBUND Green Financing Framework (accessed by using the hyperlink <https://www.verbund.com/en-de/about-verbund/investor-relations/financing/bonds>); and
 - (c) the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

This Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.luxse.com) and on the website of the Issuer (<https://www.verbund.com/en-de/about-verbund/investor-relations/financing/bonds>).

In addition, copies of this Prospectus and any supplement are available from the Issuer free of charge to each investor on request. These documents can be requested from the Issuer through its website (www.verbund.com/en-at/about-verbund/investor-relations).

All such documents will be available on the indicated websites for a period of at least 10 years from the date of this Prospectus.

7. **Third Party Information:** With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) neither the Issuer nor any Joint Bookrunner has independently verified any such information and neither the Issuer nor any Joint Bookrunner accepts any responsibility for the accuracy thereof.
8. **Post-issuance information:** The Issuer intends to report on certain ESG related aspects relating to the Notes as further specified in "*USE OF PROCEEDS AND ESG RELATED DISCLOSURE - Reporting*" above. Except for such reportings, there will be no post-issuance information made available by the Issuer.
9. **Yield:**

For the Holders, the yield of the Notes is 3.389 per cent. *per annum*.

Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method.
10. **Ratings:** The Notes are expected to be rated "A+" by S&P⁹, and "A3" by Moody's¹⁰.

S&P and Moody's are established in the European Community and are registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**")¹¹.

Investors in the Notes should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.
11. **Legal Entity Identifier:** The LEI of the Issuer is 5299006UDSEJCTTEJS30.

⁹ S&P defines "A" as follows: An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong. The modification of the rating by the addition of a plus (+) or minus (-) sign shows the relative standing within the major rating categories.

¹⁰ Moody's defines "A3" as follows: Obligations rated 'A' are considered upper-medium-grade and are subject to low credit risk.

¹¹ The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the specified pages of the following source documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF and are incorporated by reference into this Prospectus: (1) the VERBUND Integrated Annual Report 2023, (2) the VERBUND Integrated Annual Report 2022 and (3) the Interim Report Quarter 1/2024:

(1) English language translations of the audited consolidated financial statements of VERBUND AG as of and for the financial year ended 31 December 2023 and the independent auditors' report thereon as contained in the VERBUND Integrated Annual Report 2023

Income statement	page 234
Statement of comprehensive income	page 235
Balance sheet	page 236 to 237
Cash flow statement	page 238 to 239
Statement of changes in equity	page 240 to 241
Notes to the consolidated financial statements	page 242 to 374
Independent auditors' report.....	page 375 to 381

VERBUND Integrated Annual Report 2023 can be found on the following website:

(<https://www.verbund.com/en-de/about-verbund/investor-relations/financial-reports>)

(2) English language translations of the audited consolidated financial statements of VERBUND AG as of and for the financial year ended 31 December 2022 and the independent auditors' report thereon as contained in the VERBUND Integrated Annual Report 2022

Income statement	page 212
Statement of comprehensive income	page 213
Balance sheet	page 214 to 215
Cash flow statement	pages 216 to 217
Statement of Changes in Equity	page 218 to 219
Notes to the consolidated financial statements	pages 220 to 349
Independent auditors' report	pages 350 to 356

VERBUND Integrated Annual Report 2022 can be found on the following website:

(<https://www.verbund.com/en-de/about-verbund/investor-relations/financial-reports>)

(3) English language translations of the unaudited condensed consolidated interim financial statements of VERBUND AG as of and for the three-months period ended 31 March 2024 as contained in the Interim Report Quarter 1/2024

Income statement	page 28
Statement of comprehensive income	page 29

Balance sheet	page 30 to 31
Cash flow statement	pages 32 to 33
Statement of changes in equity	page 34 to 35
Selected explanatory notes	pages 36 to 51

VERBUND unaudited consolidated interim financial statements for the period from 1 January 2024 to 31 March 2024 can be found on the following website:

(<https://www.verbund.com/en-de/about-verbund/investor-relations/financial-reports>)

All of these pages shall be incorporated by reference into, and to form part of, this Prospectus.

The non-incorporated parts of such documents, i.e. the pages not listed in the table above, are either not relevant for the investor or covered elsewhere in the Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer and the website of the Luxembourg Stock Exchange (www.luxse.com).

ISSUER

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France

RAIFFEISEN BANK INTERNATIONAL AG

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BANCO SANTANDER, S.A.

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