



Siemens Financieringsmaatschappij N.V.

(a public company with limited liability incorporated in The Netherlands)

U.S.\$7,750,000,000

consisting of

U.S.\$500,000,000 Floating Rate Notes due 2018

U.S.\$1,250,000,000 1.450% Notes due 2018

U.S.\$1,000,000,000 2.150% Notes due 2020

U.S.\$1,750,000,000 2.900% Notes due 2022

U.S.\$1,500,000,000 3.250% Notes due 2025

U.S.\$1,750,000,000 4.400% Notes due 2045

With an unconditional and irrevocable guarantee as to payment of principal and interest from

Siemens Aktiengesellschaft

(a stock corporation incorporated in the Federal Republic of Germany)

Siemens Financieringsmaatschappij N.V. (the “**Issuer**”) is offering U.S.\$500,000,000 Floating Rate Notes due 2018 (the “**Floating Rate Notes**”), U.S.\$1,250,000,000 1.450% Notes due 2018 (the “**Notes B**”), U.S.\$1,000,000,000 2.150% Notes due 2020 (the “**Notes C**”), U.S.\$1,750,000,000 2.900% Notes due 2022 (the “**Notes D**”), U.S.\$1,500,000,000 3.250% Notes due 2025 (the “**Notes E**”) and U.S.\$1,750,000,000 4.400% Notes due 2045 (the “**Notes F**”) and, together with the Notes B, the Notes C, the Notes D and the Notes E, the “**Fixed Rate Notes**” and, together with the Floating Rate Notes, the “**Notes**”), each with an unconditional and irrevocable guarantee as to payment of principal and interest from Siemens Aktiengesellschaft (the “**Guarantor**”) issued to BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, acting as trustee for any beneficial owner of a book-entry interest in the Notes (the “**Offering**”). See “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Guarantee, Trust Structure*” and “*Terms and Conditions of the Fixed Rate Notes — Guarantee, Trust Structure*”.

The Issuer will pay interest quarterly on the Floating Rate Notes on February 25, May 25, August 25 and November 25 of each year, beginning on August 25, 2015, at an annual interest rate for each interest period equal to 3-month U.S.\$ LIBOR plus a margin of 0.280%. The Issuer will pay interest semi-annually on the Notes B at an annual interest rate of 1.450% on May 25 and November 25 of each year, beginning on November 25, 2015, on the Notes C at an annual interest rate of 2.150% on May 27 and November 27 of each year, beginning on November 27, 2015, on the Notes D at an annual interest rate of 2.900% on May 27 and November 27 of each year, beginning on November 27, 2015, on the Notes E at an annual interest rate of 3.250% on May 27 and November 27 of each year, beginning on November 27, 2015, and on the Notes F at an annual interest rate of 4.400% on May 27 and November 27 of each year, beginning on November 27, 2015. The Notes will be issued only in denominations of U.S.\$1,000. The Notes may be purchased and transferred only in minimum principal amounts of U.S.\$250,000 and integral multiples of U.S.\$1,000 in excess thereof.

The Issuer may redeem the Notes on the terms described in this Offering Memorandum under “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Redemption and Repurchase*” and “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Redemption and Repurchase*”. The Issuer may also redeem the Notes at 100% of their principal amount plus accrued interest if certain tax events occur as described in this Offering Memorandum.

The Notes and the Guarantee (the “**Guarantee**” and, together with the Notes, the “**Securities**”) will constitute unsubordinated and unsecured obligations of the Issuer and the Guarantor, respectively, ranking *pari passu* in any voluntary winding up or formal, statutory and involuntary bankruptcy proceeding according to statutory law in the jurisdiction of the place of incorporation of the Issuer and the Guarantor, respectively, with all other unsubordinated and unsecured obligations of the Issuer and the Guarantor, respectively, except for any obligations preferred by law. The Notes will be issued in registered form. The Notes and the Guarantee are governed by, and will be construed in accordance with, the laws of the Federal Republic of Germany.

The Issuer does not intend to apply to list the Notes on any securities exchange.

Investing in the Notes involves risks. See “Risk Factors” beginning on page 18 of this Offering Memorandum and the risk factors contained in the documents incorporated by reference in this Offering Memorandum.

Issue Price:

100.000% of the principal amount of the Floating Rate Notes
 99.980% of the principal amount of the Notes B
 99.868% of the principal amount of the Notes C
 100.000% of the principal amount of the Notes D
 99.746% of the principal amount of the Notes E
 99.258% of the principal amount of the Notes F
 plus, in each case, accrued interest, if any, from May 27, 2015

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or the securities laws of any other jurisdiction, and are being offered and sold in the United States only to qualified institutional buyers (“**QIBs**”) as defined in, and in reliance on, Rule 144A under the Securities Act (“**Rule 144A**”) and in transactions outside the United States to non-U.S. persons as defined in, and in reliance on, Regulation S under the Securities Act (“**Regulation S**”). Prospective purchasers in the United States are hereby notified that the seller of the Securities may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. The Notes are not transferable except in accordance with the restrictions described under “*Transfer Restrictions*”.

The initial purchasers listed below expect to deliver the Notes to purchasers in book-entry form only through the facilities of The Depository Trust Company (“**DTC**”) for the benefit of its direct and indirect participants (including Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream**”) on or about May 27, 2015.

Sole Global Coordinator and Joint Bookrunner

Deutsche Bank Securities

Joint Bookrunners

Barclays

Citigroup

Goldman, Sachs & Co.

J.P. Morgan

Co-Managers

COMMERZBANK

ING

Santander

UniCredit Capital Markets

The date of this Offering Memorandum is May 18, 2015.

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NOTICE TO INVESTORS

Unless otherwise mentioned or unless the context otherwise requires, all references in this Offering Memorandum to “we”, “us” or “our” mean Siemens Aktiengesellschaft and the Issuer, and “Siemens” or “Siemens group” and similar references, mean Siemens Aktiengesellschaft and its consolidated subsidiaries, including the Issuer. References to “**Holders**” are to beneficial owners of a book-entry interest in the Notes and references to the “**holder**” are to the registered holder of the global notes representing the Notes, initially Cede & Co., as nominee of DTC. See “Terms and Conditions of the Notes”.

You should rely on the information contained or incorporated by reference in this Offering Memorandum. We have not, and the initial purchasers have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information contained or incorporated by reference in this Offering Memorandum is accurate only as of the date on the front cover of this Offering Memorandum or the date of the document incorporated by reference, respectively. Our business, financial condition, results of operations and prospects may have changed since such dates.

This Offering Memorandum is confidential. You are authorized to use this Offering Memorandum solely for the purpose of considering the purchase of the Notes described in this Offering Memorandum. You may not reproduce or distribute this Offering Memorandum, in whole or in part, and you may not disclose any of the contents of this Offering Memorandum or use any information herein for any purpose other than considering an investment in the Notes. You agree to the foregoing by accepting delivery of this Offering Memorandum. Except as otherwise indicated by the context, any reference to this Offering Memorandum includes the documents incorporated by reference herein.

The distribution of this Offering Memorandum and the offering contemplated in this Offering Memorandum may, in certain jurisdictions, be restricted by law, and this Offering Memorandum may not be used for the purpose of, or in connection with, any 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. This Offering Memorandum does not constitute an offer of, or an invitation to purchase, any Notes in any jurisdiction in which such offer or invitation would be unlawful. The Guarantor, the Issuer and the initial purchasers require persons into whose possession this Offering Memorandum comes to inform themselves of and observe all such restrictions. None of the Guarantor, the Issuer or any initial purchaser accepts any legal responsibility for any violation by any person, whether or not a prospective subscriber to or purchaser of Notes, of any such restrictions. For a more detailed description of certain restrictions in connection with the offering, see “*Plan of Distribution — Selling Restrictions*” and “*Transfer Restrictions*”.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES (“RSA”) WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE IMPLIES THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

Notice to Prospective Investors in the European Economic Area

We have not published a prospectus in relation to the Notes pursuant to Directive 2003/71/EC (and any amendments thereto) (the “Prospectus Directive”), as implemented in Member States of the European Economic Area, and are offering the Notes in those Member States that have implemented the Prospectus Directive in reliance on exemptions from the obligation to publish a prospectus provided in Article 3(2) of the Prospectus Directive.

Notice to Prospective Investors in the United Kingdom

This Offering Memorandum is for distribution within the United Kingdom only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Financial Promotion Order”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Financial Promotion Order or (iii) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “Relevant Persons”). This document must not be acted on or relied on in the United Kingdom by persons who are not Relevant Persons. Any investment or investment activity to which this document relates is available only to Relevant Persons in the United Kingdom and will be engaged in only with such persons.

Each investor in the Notes will be deemed to make certain representations, warranties and agreements regarding the manner of purchase and subsequent transfers of the Notes. These representations, warranties and agreements are described in “*Transfer Restrictions*”.

Neither we, nor the initial purchasers, nor any of our or their respective representatives are making any representation to any offeree or purchaser of the Notes offered hereby regarding the legality of an investment by such offeree or purchaser under applicable legal investment or similar laws. You should consult with your own advisors as to legal, tax, business, financial and related aspects of a purchase of the Notes.

Stabilization

IN CONNECTION WITH THIS OFFERING, DEUTSCHE BANK SECURITIES INC., BARCLAYS CAPITAL INC., CITIGROUP GLOBAL MARKETS INC., GOLDMAN, SACHS & CO. OR J.P. MORGAN SECURITIES LLC MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL FOR A LIMITED PERIOD AFTER THE ISSUE DATE. HOWEVER, THERE MAY BE NO OBLIGATION ON DEUTSCHE BANK SECURITIES INC., BARCLAYS CAPITAL INC., CITIGROUP GLOBAL MARKETS INC., GOLDMAN, SACHS & CO. OR J.P. MORGAN SECURITIES LLC TO DO THIS. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME, AND MUST BE BROUGHT TO AN END AFTER A LIMITED PERIOD. ANY STABILIZATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY DEUTSCHE BANK SECURITIES INC., BARCLAYS CAPITAL INC., CITIGROUP GLOBAL MARKETS INC., GOLDMAN, SACHS & CO. OR J.P. MORGAN SECURITIES LLC (OR PERSON(S) ACTING ON THEIR BEHALF) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

1. GENERAL INFORMATION

Presentation of Financial Data

The audited consolidated financial statements of Siemens Aktiengesellschaft and its subsidiaries as of and for the fiscal years ended September 30, 2014 and 2013 have been prepared in accordance with the International Financial Reporting Standards (“**IFRS**”) as adopted by the European Union and the supplementary requirements of German law pursuant to Section 315a (1) of the German Commercial Code (*Handelsgesetzbuch*, “**HGB**”). These audited consolidated financial statements are also in accordance with IFRS as issued by the International Accounting Standards Board (“**IASB**”). The unaudited condensed interim consolidated financial statements of Siemens Aktiengesellschaft and its subsidiaries as of and for the six months ended March 31, 2015 have been prepared in accordance with IFRS applicable to interim financial reporting as issued by the IASB and as adopted by the European Union. The financial information and related discussion and analysis included or incorporated by reference in this Offering Memorandum are presented in Euro except as otherwise specified. Unless otherwise specified, the financial information analysis included or incorporated by reference in this Offering Memorandum is based on the unaudited condensed interim consolidated financial statements of Siemens Aktiengesellschaft and its subsidiaries as of and for the six months ended March 31, 2015 and the audited consolidated financial statements of Siemens Aktiengesellschaft and its subsidiaries as of and for the fiscal years ended September 30, 2014 and 2013.

IFRS and HGB differ in certain material respects from generally accepted accounting principles in the United States (“**U.S. GAAP**”). As a result, the results of operations and financial condition derived from the consolidated financial statements that are incorporated by reference in this Offering Memorandum may differ substantially from the results of operations and financial condition derived from financial statements prepared in accordance with U.S. GAAP. The Guarantor has not prepared a reconciliation of its financial information to U.S. GAAP or a summary of significant accounting differences between the accounting and valuation methods of each of IFRS, HGB and U.S. GAAP, nor has it otherwise reviewed the impact the application of U.S. GAAP would have on its financial reporting. Accordingly, in making an investment decision, investors must rely on their own examination of the Guarantor’s financial information.

Certain monetary amounts and other figures included or incorporated by reference in this Offering Memorandum have been subject to rounding adjustments. Accordingly, any discrepancies in any tables between the totals and the sums of amounts listed are due to rounding.

Non-GAAP Financial Measures

This Offering Memorandum includes or incorporates by reference — in IFRS not clearly defined — supplemental financial measures that are or may be non-GAAP financial measures. These supplemental financial measures should not be viewed in isolation or as alternatives to measures of Siemens’ net assets and financial positions or results of operations as presented in accordance with IFRS in its Consolidated Financial Statements. Other companies that report or describe similarly titled financial measures may calculate them differently.

Available Information

The Guarantor and the Issuer are not subject to the periodic reporting requirements of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). At any time when the Guarantor is neither subject to Section 13 or 15(d) of the Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, the Issuer and the Guarantor will make available on request to each Holder in connection with any resale thereof and to any prospective purchaser of such Notes from such Holder, in each case upon request, the information specified in and meeting the requirements of Rule 144A(d)(4) under the Securities Act.

Copies of the Trust Agreement and the Issue and Paying Agency Agreement (each as defined herein) as well as a German translation of the Terms and Conditions of the Notes are available to prospective investors in the Notes upon request, at no charge, from The Bank of New York Mellon, London Branch (the “**Fiscal Agent**”), at its specified office at One Canada Square, London, E14 5AL during normal business hours.

2. DOCUMENTS INCORPORATED BY REFERENCE

We have elected to incorporate by reference certain information published through the Siemens group's annual and interim reporting process, which means that we can disclose important information to you by referring you to those documents. The following information incorporated by reference is considered to be part of this Offering Memorandum:

- A. The following sections of the Interim Report of the Siemens group for the second quarter and first half year of fiscal year 2015 ended March 31, 2015 (the “**2015 H1 Report Excerpts**”):

	<u>Pages incorporated</u>
C. Interim Group Management Report	
C.2 Siemens Group in the first half of fiscal 2015	9 – 12
D. Condensed Interim Consolidated Financial Statements	
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- B. The following sections of the Annual Report 2014 of the Siemens group for the fiscal year ended September 30, 2014 (the “**2014 Annual Report Excerpts**”):

	<u>Pages incorporated</u>
B. Corporate Governance	
B.2 Corporate Governance statement pursuant to Section 289a of the German Commercial Code	136 – 137
C. Combined Management Report	
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- C. The following sections of the Annual Report 2013 of the Siemens group for the fiscal year ended September 30, 2013 (the “**2013 Annual Report Excerpts**”):

		Pages incorporated
C.	Combined Management Report	
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You may obtain copies of the 2015 H1 Report Excerpts, the 2014 Annual Report Excerpts and the 2013 Annual Report Excerpts by visiting our website at:

- http://www.siemens.com/investor/pool/en/investor_relations/financial_publications/speeches_and_presentations/q22015/q2_interim_report.pdf
- http://www.siemens.com/investor/pool/en/investor_relations/Siemens_AR2014.pdf
- http://www.siemens.com/investor/pool/en/investor_relations/siemens_ar_2013.pdf

Any information incorporated by reference forms an integral part of this Offering Memorandum. A cross-reference to information not explicitly incorporated by reference, e.g. from a section of the 2014 Combined Management Report that is incorporated by reference to another section of the 2014 Combined Management Report that is not explicitly incorporated by reference, will not cause the cross-referenced information to be incorporated by reference. Other than the sections specified above and specifically incorporated by reference in this Offering Memorandum, such documents do not form part of this Offering Memorandum, and neither the contents of our websites nor any sources other than those specifically identified above form part of this Offering Memorandum and, in each case, should not be relied upon for the purposes of forming an investment decision with respect to the Notes.

The information contained in each document incorporated by reference herein is given as of the date of such document. Any statement contained in a document that is incorporated by reference will be modified or superseded for all purposes to the extent that a statement contained in this Offering Memorandum or in a document of a later date that is incorporated by reference modifies or is contrary to that previous statement. Any statement so modified or superseded will not be deemed a part of this Offering Memorandum except as so modified and superseded.

3. FORWARD-LOOKING STATEMENTS

This Offering Memorandum and the documents incorporated by reference contain statements related to our future business and financial performance and future events or developments that may constitute forward looking statements. These statements may be identified by words such as “expect”, “look forward to”, “anticipate”, “intend”, “plan”, “believe”, “seek”, “estimate”, “will”, “project” or words of similar meaning. Such statements are based on our current expectations and certain assumptions, and are, therefore, subject to certain risks and uncertainties. A variety of factors, many of which are beyond Siemens’ control, affect its operations, performance, business strategy and results and could cause the actual results, performance or achievements of Siemens worldwide to be materially different from any future results, performance or achievements that may be expressed or implied by such forward-looking statements. For us, particular uncertainties arise, among others, from changes in general economic and business conditions, changes in currency exchange rates and interest rates, introduction of competing products or technologies by other companies, lack of acceptance of new products or services by customers targeted by Siemens worldwide, changes in business strategy and various other factors. More detailed information about certain of these factors is contained in the risks described in “Risk Factors”, as well as in the 2014 Annual Report Excerpts, particularly section “C.9.3 Risks”, which are incorporated by reference in this Offering Memorandum. Should one or more of these risks or uncertainties materialize, or should underlying expectations not occur or assumptions prove incorrect, actual results, performance or achievements of Siemens may (negatively or positively) vary materially from those described explicitly or implicitly in the relevant forward-looking statement. Siemens neither intends, nor assumes any obligation, to update or revise these forward-looking statements after the date of this Offering Memorandum in light of developments which differ from those anticipated.

4. SUMMARY

This summary highlights some information from this Offering Memorandum. It does not contain all of the information that is important to making a decision whether to invest in the Notes. You should read the following summary together with the more detailed information regarding us and the Notes being sold in this Offering included and incorporated by reference in this Offering Memorandum.

Our Business

Siemens is a globally operating technology company with core activities in the fields of electrification, automation and digitalization, and Siemens occupies leading market positions worldwide in the majority of its businesses. In fiscal 2014, Siemens was structured organizationally into four Sectors (Energy, Healthcare, Industry and Infrastructure & Cities), Financial Services (“SFS”), Cross-Sector Services, Corporate Units and Countries. The Sectors were principally broken down into Divisions and these in turn into Business Units. In fiscal 2014, the Sectors formed four of the reportable segments of Siemens. In addition to the four Sectors, Siemens had two additional reportable segments: Equity Investments and SFS. During fiscal 2014, a change in the organizational structure of Siemens was initiated, which became effective as of October 1, 2014. Beginning with fiscal 2015, Siemens eliminated the Sectors and bundled the businesses of the former Energy, Industry and Infrastructure & Cities Sectors into seven reportable segments:

- Power and Gas (PG), which offers products and solutions for generating electricity from fossil and renewable fuels and for transporting oil and natural gas,
- Wind Power and Renewables (WP), a provider of solutions for on- and offshore wind power,
- Energy Management (EM), a supplier of products, systems, solutions and services for transmission and distribution of electrical energy,
- Building Technologies (BT), a provider of safe, secure and energy-efficient buildings and infrastructure systems,
- Mobility (MO), a provider of passenger and freight transportation systems and solutions,
- Digital Factory (DF), which offers automation technology, industrial switchgear, industry software and services primarily to the manufacturing industry,
- Process Industries and Drives (PD), which offers products, systems, solutions and services to industry sectors.

In addition, the former Healthcare Sector, a technology supplier to the healthcare industry with products in medical imaging, laboratory diagnostics and IT solutions, became a separately managed business within Siemens effective October 1, 2014. The above mentioned seven Divisions together with Healthcare form the Industrial Business.

SFS, which acts as business partner for Siemens’ other Divisions and Healthcare and also conducts its own business with external customers, is a reportable segment which is reported outside the Industrial Business. Beginning with fiscal 2015, Equity Investments ceased to be a reportable segment and became part of Centrally managed portfolio activities.

The Issuer

Siemens Financieringsmaatschappij N.V. (“SFM”), a directly wholly-owned subsidiary of Siemens Aktiengesellschaft, was incorporated on September 14, 1977 as a public company with limited liability (*naamloze vennootschap*) under the laws of The Netherlands and acts under its legal and commercial name Siemens Financieringsmaatschappij N.V.

SFM acts as a finance company that concentrates on financing activities for the Siemens group. SFM is participating in financing and managing companies, enterprises and other business undertakings and lending money and, in general, conducting financial transactions, issuing securities and performing related services.

Risk Factors

You should carefully consider all of the information in this Offering Memorandum, including information incorporated by reference. In particular, you should review “*Risk Factors*” beginning on page 18 of this Offering Memorandum for a discussion of certain risks related to an investment in the Notes.

Summary Consolidated Financial Data

	Six months ended March 31,		Fiscal year ended September 30,		
	2015 ⁽¹⁾	2014 ⁽¹⁾	2014 ⁽²⁾	2013 ⁽²⁾	2012 ⁽³⁾
	(in EUR million, except where indicated)				
Consolidated Statements of Income					
Revenue	35,464	33,271	71,920	73,445	77,395
Cost of sales	(24,906)	(23,556)	(51,165)	(53,309)	(55,470)
Gross profit	10,557	9,715	20,755	20,135	21,925
Research and development expenses	(2,097)	(1,888)	(4,065)	(4,048)	(4,245)
Selling and general administrative expenses	(5,375)	(4,903)	(10,424)	(10,869)	(11,043)
Other operating income	211	444	656	500	523
Other operating expenses	(165)	(254)	(194)	(424)	(364)
Income (loss) from investments accounted for using the equity method, net	1,376	349	582	510	(333)
Interest income	606	511	1,058	947	939
Interest expenses	(361)	(371)	(764)	(784)	(760)
Other financial income (expenses), net	(645)	(112)	(177)	(154)	(5)
Income from continuing operations before income taxes . .	4,107	3,491	7,427	5,813	6,636
Income tax expenses	(1,004)	(1,011)	(2,028)	(1,634)	(1,994)
Income from continuing operations	3,103	2,479	5,400	4,179	4,642
Income (loss) from discontinued operations, net of income taxes	1,901	131	108	231	(360)
Net income	5,004	2,610	5,507	4,409	4,282
Basic earnings per share (in EUR)					
Income from continuing operations	3.70	2.87	6.24	4.81	5.15
Income (loss) from discontinued operations	2.29	0.16	0.13	0.27	(0.41)
Net income	5.99	3.03	6.37	5.08	4.74
Diluted earnings per share (in EUR)					
Income from continuing operations	3.66	2.84	6.18	4.76	5.10
Income (loss) from discontinued operations	2.27	0.15	0.13	0.26	(0.41)
Net income	5.93	3.00	6.31	5.03	4.69

	As of March 31, <u>2015⁽¹⁾</u>	As of September 30, <u>2014⁽²⁾</u> <u>2013⁽²⁾</u> <u>2012⁽³⁾</u> (in EUR million)		
Consolidated Statements of Financial Position Data				
Assets				
Total current assets	49,985	48,076	46,937	52,128
Total non-current assets	65,915	56,803	54,999	56,123
Total assets	<u>115,900</u>	<u>104,879</u>	<u>101,936</u>	<u>108,251</u>
Liabilities and equity				
Total current liabilities	39,180	36,598	37,868	42,627
Total non-current liabilities	42,935	36,767	35,443	34,200
Total equity	33,786	31,514	28,625	31,424
Total liabilities and equity	115,900	104,879	101,936	108,251

	Six months ended March 31,		Fiscal year ended September 30,		
	2015 ⁽¹⁾	2014 ⁽¹⁾	2014 ⁽²⁾	2013 ⁽²⁾	2012 ⁽³⁾
	(in EUR million)				
Consolidated Statements of Cash Flows Data					
Cash flows from operating activities — continuing and discontinued operations	412	1,452	7,100	7,340	7,110
Cash flows from investing activities — continuing and discontinued operations	2,651	(1,419)	(4,026)	(5,076)	(5,685)
Cash flows from financing activities — continuing and discontinued operations	(2,797)	(582)	(4,487)	(3,396)	(3,055)
Effects of deconsolidation of OSRAM on cash and cash equivalents	—	—	—	(476)	—
Effects of changes in exchange rates on cash and cash equivalents	544	(98)	214	(108)	68
Change in cash and cash equivalents	810	(648)	(1,199)	(1,717)	(1,561)

(1) The financial data are derived from the unaudited condensed interim consolidated financial statements of the Guarantor as of and for the six months ended March 31, 2015, which are incorporated by reference in this Offering Memorandum.

(2) The financial data are derived from the audited consolidated financial statements of the Guarantor as of and for the fiscal year ended September 30, 2014, which are incorporated by reference in this Offering Memorandum.

(3) The financial data are derived from the audited consolidated financial statements of the Guarantor as of and for the fiscal year ended September 30, 2013 which are incorporated by reference in this Offering Memorandum.

Due to the classifications of disposal groups qualifying for discontinued operations in the periods presented above, the financial data are not presented on an overall comparable basis in the tables.

The Offering

The following summary contains basic information about the Securities and is not intended to be complete. It does not contain all the information that is important to making a decision whether to invest in the Notes. For more detailed information regarding the Notes and the Guarantee, please refer to the sections of the Offering Memorandum entitled “Terms and Conditions of the Notes” and “Terms and Conditions of the Guarantee”. Capitalized terms used but not defined in this summary shall have the meanings ascribed to them in the Terms and Conditions of the Notes.

Issuer	Siemens Financieringsmaatschappij N.V.
Guarantor	Siemens Aktiengesellschaft
Offered Securities	U.S.\$500,000,000 Floating Rate Notes due 2018 (the “ Floating Rate Notes ”), U.S.\$ 1,250,000,000 1.450% Notes due 2018 (the “ Notes B ”), U.S.\$ 1,000,000,000 2.150% Notes due 2020 (the “ Notes C ”), U.S.\$ 1,750,000,000 2.900% Notes due 2022 (the “ Notes D ”), U.S.\$ 1,500,000,000 3.250% Notes due 2025 (the “ Notes E ”), U.S.\$ 1,750,000,000 4.400% Notes due 2045 (the “ Notes F ” and, together with the Notes B, the Notes C, the Notes D and the Notes E, the “ Fixed Rate Notes ” and, together with the Floating Rate Notes, the “ Notes ”).
Issue Price of the Notes	Floating Rate Notes: 100.000% of the principal amount, plus accrued interest from the issue date, if any. Notes B: 99.980% of the principal amount, plus accrued interest from the issue date, if any. Notes C: 99.868% of the principal amount, plus accrued interest from the issue date, if any. Notes D: 100.000% of the principal amount, plus accrued interest from the issue date, if any. Notes E: 99.746% of the principal amount, plus accrued interest from the issue date, if any. Notes F: 99.258% of the principal amount, plus accrued interest from the issue date, if any.
Maturity Date	Floating Rate Notes: May 25, 2018. Notes B: May 25, 2018. Notes C: May 27, 2020. Notes D: May 27, 2022. Notes E: May 27, 2025. Notes F: May 27, 2045.
Interest	The Floating Rate Notes will bear interest from the issue date at a floating rate per year equal to 3-month U.S.\$ LIBOR plus 28 basis points, or 0.280%, and will be reset quarterly and computed based on a 360-day year and the actual number of days in the applicable period. The Notes B, Notes C, Notes D, Notes E and Notes F will bear interest from the issue date at the rate of 1.450%, 2.150%, 2.900%, 3.250% and 4.400% per year, respectively, each based upon a 360-day year consisting of twelve 30-day months.

Interest Payment Dates

Interest on the Floating Rate Notes will be payable quarterly in arrears on February 25, May 25, August 25 and November 25 of each year, commencing on August 25, 2015.

Interest on the Notes B will be payable semi-annually in arrears on May 25 and November 25 of each year, commencing on November 25, 2015, interest on the Notes C will be payable semi-annually in arrears on May 27 and November 27 of each year, commencing on November 27, 2015, interest on the Notes D will be payable semi-annually in arrears on May 27 and November 27 of each year, commencing on November 27, 2015, interest on the Notes E will be payable semi-annually in arrears on May 27 and November 27 of each year, commencing on November 27, 2015 and interest on the Notes F will be payable semi-annually in arrears on May 27 and November 27 of each year, commencing on November 27, 2015.

Guarantee

The Guarantor will unconditionally and irrevocably guarantee to BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, (“**BDO AG**” or the “**Trustee**”) the payment of all amounts due in accordance with the Terms and Conditions of the Notes (the “**Guarantee**”). The Guarantee constitutes an unsubordinated and unsecured obligation of the Guarantor. The Guarantee may be enforced only by the Trustee, who will act as trustee for the Holders, in accordance with and subject to a trust agreement pursuant to which the Trustee has been appointed (the “**Trust Agreement**”). For further information, see “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Guarantee, Trust Structure*” and “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Guarantee, Trust Structure*”.

Trustee

BDO AG has been appointed to act as trustee under German law in connection with the Guarantee. The Trustee is a company engaged in the assumptions of trusteeships in Germany.

The Guarantee will be issued to and held by the Trustee. The Trustee will be exclusively entitled, and upon written request by any Holder will be obliged, to enforce the Guarantee and to arrange for the prompt distribution of any proceeds from such enforcement. The Trustee may require Holders to provide funding for the pursuit of such action.

Ranking

The Notes and the Guarantee will constitute unsubordinated and unsecured obligations of the Issuer and the Guarantor, respectively, ranking *pari passu* in any voluntary winding up or formal, statutory and involuntary bankruptcy proceeding according to statutory law in the jurisdiction of the place of incorporation of the Issuer and the Guarantor, respectively, with all other unsubordinated and unsecured obligations of the Issuer and the Guarantor, respectively, except for any obligations preferred by law.

Tax Redemption

The Notes may be redeemed in whole but not in part, at the option of the Issuer, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date of redemption and all Additional Amounts, if any, if the Issuer or the Guarantor has been or would be required to pay Additional Amounts

(as defined herein) with respect to the Notes or payments under the Guarantee in respect thereof. See “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Redemption and Repurchase — Early Redemption for Reasons of Taxation*” and “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Redemption and Repurchase — Early Redemption for Reasons of Taxation*”.

Minimal Outstanding Aggregate Principal Amount

The Notes may be redeemed in whole but not in part, at the option of the Issuer, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date fixed for redemption, if the Issuer, the Guarantor or an enterprise associated therewith within the meaning of section 15 et seq. of the German Stock Corporation Act (§ 15 ff. *Aktiengesetz*) have acquired Notes of a single series with an aggregate principal amount of 75% or more of the original aggregate principal amount of that series and the acquired Notes have been cancelled. See “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Redemption and Repurchase — Optional Early Redemption of the Notes upon Minimal Outstanding Aggregate Principal Amount*” and “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Redemption and Repurchase — Optional Early Redemption of the Notes upon Minimal Outstanding Aggregate Principal Amount*”.

Optional Early Redemption

The Fixed Rate Notes will be redeemable at the option of the Issuer, in whole or in part, at a redemption price equal to the greater of (i) 100 per cent. of the principal amount of the Fixed Rate Notes to be redeemed plus accrued and unpaid interest, if any, to the date of redemption and all Additional Amounts (as defined herein), if any, then due or (ii) the sum of the present values of the remaining scheduled payments thereon discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined herein) plus 0.075% for the Notes B, 0.100% for the Notes C, 0.150% for the Notes D, 0.200% for the Notes E and 0.200% for the Notes F. See “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Redemption and Repurchase — Optional Early Redemption (Call)*”.

Negative Pledge and Events of Default

The terms of the Guarantee and the terms and conditions of the Notes provide for a limited negative pledge and for certain events of default. See “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Negative Pledge of Siemens Aktiengesellschaft*”, “*— Negative Pledge of Siemens Financieringsmaatschappij N.V.*” and “*— Events of Default*” and “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Negative Pledge of Siemens Aktiengesellschaft*”, “*— Negative Pledge of Siemens Financieringsmaatschappij N.V.*” and “*— Events of Default*”.

Additional Amounts

In the event any withholding at source or deduction for, or on account of, any present or future taxes or other duties of whatever nature is required by law, additional amounts with respect to any such withholding or deduction will (subject to certain exceptions) be payable to Holders as described in “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Taxation*” and “*Terms and Conditions of the Notes — Terms and Conditions of the Fixed Rate Notes — Taxation*”.

Use of Proceeds

The net proceeds to the Issuer from the Offering will be approximately U.S.\$7,700 million, after deducting issue discounts and commissions and other expenses of the Offering that are to be borne by the Issuer. We intend that substantially all of the net proceeds will be on-lent by the Issuer to the Guarantor and entities owned directly or indirectly by the Guarantor for general corporate purposes, which may include financing of recently announced acquisitions.

Denominations, Minimum Transferable Amount, Book-Entry Issuance and Settlement

The Notes will be issued only in denominations of U.S.\$1,000. The Notes may be purchased and transferred only in minimum principal amounts of U.S.\$250,000 and integral multiples of U.S.\$1,000 in excess thereof. Each series of Notes will be represented by one or more global securities registered in the name of Cede & Co. as nominee of DTC. You will hold beneficial interests in the applicable Notes through DTC, and DTC and its direct and indirect participants will record your beneficial interest on their books. The Issuer will not issue certificated notes except in limited circumstances that are explained under “*Book-Entry; Delivery and Form — Summary of Provisions Relating to Certificated Notes*”. Settlement of the Notes will occur through DTC in same-day funds. For information on DTC’s book-entry system, see “*Book-Entry; Delivery and Form*”.

Further Issuances

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 so that the further issue as to form a single series with the Floating Rate Notes, the Notes B, the Notes C, the Notes D, the Notes E and the Notes F, as applicable, provided that any such additional debt securities that are not fungible with the previously issued series of Notes for U.S. federal income tax purposes must have a CUSIP number, ISIN and/or other securities identifying number that is different from that of the outstanding Notes.

Fiscal Agent, Paying Agent, Calculation Agent, Transfer Agent and Registrar

The Bank of New York Mellon, London Branch, and permitted successors and assignees.

Transfer Restrictions

The Securities have not been and will not be registered under the Securities Act and may be offered or sold only (1) in the United States to qualified institutional buyers (“**QIBs**”) as defined in, and in reliance upon, the exemption from registration requirements of the Securities Act provided by Rule 144A under the Securities Act and (2) outside the United States to non-U.S. persons (as defined in the

	<p>Securities Act) in reliance upon Regulation S under the Securities Act. The Notes by their terms remain subject to these transfer restrictions until their maturity or earlier redemption in full.</p> <p>Each purchaser and transferee of the Notes, in making its purchase, will be subject to certain restrictions and must be able to make and will be deemed to have made certain acknowledgements, representations and agreements, for itself and for each account for which it is purchasing, as set forth under “<i>Transfer Restrictions</i>”.</p>
Governing Law	<p>The Notes, the Guarantee, the Trust Agreement and the Issue and Paying Agency Agreement will be governed by, and construed in accordance with, the laws of the Federal Republic of Germany. Any disposition of beneficial interests in the Notes, including transfers and pledges, executed between DTC participants and between DTC itself and its participants will be governed by the laws of the State of New York.</p>
Amendments to the Terms and Conditions	<p>The Terms and Conditions of the Notes may be amended by majority resolution of the Holders in accordance with the German Act on Issue of Debt Securities (<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen</i>). The Issuer or the Holders may request an amendment to the Terms and Conditions of the Notes, which will be resolved by a voting without a meeting. See “<i>Voting by Holders on Proposed Amendments to the Terms and Conditions</i>”.</p>
Governing Language	<p>The Terms and Conditions of the Notes, the Guarantee, the Trust Agreement and the Issue and Paying Agency Agreement in the English language are binding. In an enforcement action in The Netherlands or Germany against the Issuer or the Guarantor, claimants may be required to provide an official translation of the relevant document to the relevant court.</p>
Available Documents	<p>The Issue and Paying Agency Agreement as well as German translations of the Terms and Conditions of the Notes and the Guarantee are available for inspection during normal business hours at the office of the Fiscal Agent. Copies of the global notes representing the Notes are available free of charge during normal business hours at the office of the Fiscal Agent.</p>
Jurisdiction	<p>Under the terms of the Guarantee the Guarantor and the Trustee and under the Terms and Conditions of the Notes, the Guarantor, the Issuer and the Holders irrevocably agree that the competent courts of Munich, Germany (<i>Landgericht or Amtsgericht</i>) will have exclusive jurisdiction in relation to proceedings and disputes arising out of or in connection with the Notes or the Guarantee.</p>
Ratings	<p>The Guarantor’s long-term credit ratings are A1 (stable outlook) (Moody’s Investors Service Ltd.) and A+ (stable outlook) (Standard & Poor’s Credit Market Services Europe Limited). A rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency, and each rating should be evaluated independently of any other rating.</p>

Trading

The Notes will be new securities for which no market currently exists. While the initial purchasers have informed us that they intend to make a market in the Notes, they are under no obligation to do so and may discontinue such activities at any time without notice. We cannot assure you that any active or liquid market will develop for the Notes. We do not intend to apply to list the Notes on any securities exchange.

Securities Codes

	<u>CUSIP</u>	<u>ISIN</u>
Floating Rate Notes		
Rule 144A	82620K AA1	US82620KAA16
Regulation S	N82008 AA6	USN82008AA63
Notes B		
Rule 144A	82620K AB9	US82620KAB98
Regulation S	N82008 AB4	USN82008AB47
Notes C		
Rule 144A	82620K AC7	US82620KAC71
Regulation S	N82008 AC2	USN82008AC20
Notes D		
Rule 144A	82620K AD5	US82620KAD54
Regulation S	N82008 AD0	USN82008AD03
Notes E		
Rule 144A	82620K AE3	US82620KAE38
Regulation S	N82008 AE8	USN82008AE85
Notes F		
Rule 144A	82620K AF0	US82620KAF03
Regulation S	N82008 AF5	USN82008AF50

Timing and Delivery

The initial purchasers expect to deliver the Notes to purchasers in book-entry form only on or about May 27, 2015.

Risk Factors

You should carefully consider all of the information in this Offering Memorandum, including information incorporated by reference. In particular, you should review “*Risk Factors*” beginning on page 18 of this Offering Memorandum for a discussion of certain risks related to an investment in the Notes.

5. RISK FACTORS

Investing in the Notes involves risks. Prospective investors in the Notes should carefully consider the following information in conjunction with the other information contained or incorporated by reference in this Offering Memorandum, including in particular “C.9.3 Risks” in the 2014 Annual Report Excerpts.

We expect to be exposed to some or all of the risks described below and in the 2014 Annual Report Excerpts, particularly section “C.9.3 Risks” thereof. Any of the risk factors described below, in the 2014 Annual Report Excerpts, as well as additional risks of which we are not currently aware, could have a material adverse effect on our business, financial condition, results of operations and prospects, and cause the value of the Notes to decline. Investors could lose all or part of their investment. Moreover, if and to the extent that any of the risks described below or in the 2014 Annual Report Excerpts materialize, they may occur in combination with other risks, which would compound the adverse effect of such risks on our business, financial condition, results of operations and prospects.

Due to the application of the German Act on Issue of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen) to the Notes, the rights of the Holders could be amended or cancelled. Due to such application, the rights of the Holders differ from the rights of holders of notes under a typical New York law-governed indenture.

Since the Terms and Conditions of the Notes contain provisions pursuant to which the Issuer may amend the Terms and Conditions of a single series of Notes by majority resolution of the Holders of that series of Notes, a Holder is subject to the risk of being outvoted by such majority resolution. As such a majority resolution is binding on all Holders of that series of Notes, certain rights of such Holder arising under the Terms and Conditions may be amended or limited or even cancelled. In general, resolutions of the Holders will be carried out by way of a vote without meeting. In contrast to a typical New York law-governed indenture, material changes to the terms of the Notes (including changes to the amounts and timing of payments of principal and interest) may be made with the consent of a 75% majority of the Holders of that series of Notes; the consent of each Holder of the series of Notes affected by the change is not required. If a joint representative (*gemeinsamer Vertreter*) is appointed by a majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce certain of its rights arising under the Terms and Conditions of the Notes, with such rights passing to the joint representative who is then exclusively responsible to claim and enforce the rights of the Holders.

Under a typical New York law-governed indenture, the indenture trustee initiates acceleration of all outstanding notes upon the occurrence of a payment default or an event of default, or all outstanding notes accelerate automatically, without any further action required to be taken by the holders of the notes or the trustee, upon the bankruptcy or insolvency of the issuer and/or the guarantor of the notes.

In case of an event of default under the Notes, any notice declaring Notes due and payable will become effective only when the Fiscal Agent has received such default notice from Holders of at least 25% of the aggregate principal amount of the Notes of the relevant series then outstanding. In addition, even if an effective default notice is given by a sufficient number of Holders, the notice could be rescinded if, within three months of such notice, the Fiscal Agent receives instructions from Holders of a majority in principal amount of the relevant series of Notes that the Fiscal Agent is not to declare the Notes due and payable. Holders should be aware that, as a result of these provisions, they may not be able to accelerate the Notes upon the occurrence of an event of default, unless the required quorum of Holders delivers default notices instructing the Fiscal Agent and such acceleration is not rescinded by simple majority resolution of the Holders.

Since the Guarantee is given to BDO AG as Trustee, and the Trustee will be exclusively entitled to enforce the Guarantee, each Holder of Notes will need to rely on the Trustee to enforce the Guarantee and will be required to submit evidence of its beneficial ownership in the Notes represented by the Global Notes satisfactory to the Trustee, to obtain enforcement of the Holder’s rights against the Guarantor.

The Notes of each series may be redeemed prior to maturity.

Should (i) the Issuer or the Guarantor be or become required to pay Additional Amounts (as defined in this Offering Memorandum under “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Taxation*” and “*— Terms and Conditions of the Fixed Rate Notes — Taxation*”) in respect of a series of Notes as a result of a Tax Law Change (as defined in this Offering Memorandum under “*Terms and Conditions of the Notes — Terms and Conditions of the Floating Rate Notes — Redemption and Repurchase (Rückzahlung und Rückkauf) — Early Redemption for Reasons of Taxation*” and “*— Terms and Conditions of the Fixed Rate Notes — Redemption and Repurchase (Rückzahlung und Rückkauf) — Early Redemption for Reasons of Taxation*”) or (ii) the Issuer, the Guarantor or an enterprise associated therewith have acquired Notes of a single series with an aggregate principal amount of 75% or more of the original aggregate principal amount of that series and the acquired Notes have been cancelled (as set out in the Terms and Conditions of the relevant Notes), such Notes may be redeemed early, in whole, but not in part, at the option of the Issuer. In addition, the Issuer may redeem early all or part only of a series of Fixed Rate Notes at the Early Redemption Amount (Call) (as defined in this Offering Memorandum under “*Terms and Conditions of the Fixed Rate Notes — Redemption and Repurchase (Rückzahlung und Rückkauf) — Optional Early Redemption (Call)*”). Holders whose Notes are redeemed under this provision may not be able to reinvest the proceeds thereof in a comparable investment yielding the same or higher return. The Issuer or the Guarantor can be expected to exercise the optional call right if the yield on comparable investments in the capital market has fallen, which means that an investor may only be able to reinvest the redemption proceeds in comparable investments with a lower yield. On the other hand, the Issuer and the Guarantor can be expected not to exercise the optional call right if the yield on comparable investments in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in the comparable investments with a higher yield. It should be noted, however, that the Issuer and the Guarantor may exercise any optional call right irrespective of market interest rates at a call date.

Holders are exposed to currency risk.

Holders of Notes denominated in a foreign currency are exposed to currency risk, which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the U.S. dollar, for example, will result in a corresponding change in the foreign currency value of the Notes and the interest and principal payments made in U.S. dollars in accordance with the Terms and Conditions of the Notes. If the exchange rate rises and the value of the U.S. dollar correspondingly falls, the price of the Notes and the value of interest and principal payments made thereunder, expressed in the foreign currency, falls.

Holders of Notes with a fixed interest rate are exposed to interest rate risk.

Holders of Notes with a fixed interest rate are particularly exposed to the risk that the price of such fixed rate Note may fall as a result of changes in the market interest rate. This may materialize if the Holder sells the fixed rate Note prior to its final maturity. While the nominal interest rate of a fixed rate Note is fixed during the life of such Note, 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 a fixed rate Note also changes, but in the opposite direction. If the market interest rate increases, the price of the fixed rate Note typically falls, until the yield of such Note is approximately equal to the market interest rate. If the market interest rate falls, the price of a fixed rate Note typically increases, until the yield of such Note is approximately equal to the market interest rate. If the Holder of a fixed rate Note holds it until maturity, changes in the market interest rate are without relevance to such Holder as the Note will be redeemed at a specified redemption amount, usually the principal amount of such Note.

Holders of Notes with a floating interest rate are exposed to fluctuating interest rate levels and uncertain interest income.

Fluctuating interest rate levels make it impossible to determine the profitability of floating rate Notes in advance. The Holder of a floating rate Note is also exposed to the risk that the price of such floating rate Note may fall as a result of changes in the market interest rate. This may materialize if the Holder sells the floating rate Note prior to its final maturity. Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of the floating rate Notes.

Holders are exposed to tax risk.

Stamp duty and other taxes and/or charges may be levied in accordance with the laws and administrative practices in the countries where the Notes are transferred and other relevant jurisdictions. The summary set out under the heading “Taxation” in this Offering Memorandum discusses only specific tax considerations, and it does not purport to be a comprehensive description of all tax considerations in any particular jurisdiction which may be relevant to a decision to purchase Notes. Potential investors in Notes should note that the tax treatment of payments in respect of such Notes may be different (and in some cases significantly different) from that set out in those summaries. Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential investors should be aware that tax regulations and their application by the relevant taxation authorities may change from time to time. Accordingly, it is not possible to predict the precise tax treatment of the Notes that will apply at any given time.

Holders may be exposed to U.S. withholding tax.

The United States of America has passed legislation (commonly referred to as “FATCA”) which imposes new documentation and information reporting requirements, and may in certain situations impose 30% withholding tax, with respect to payments made in connection with securities such as the Notes. The withholding tax under FATCA may apply to payments of interest on the Notes made to someone that is not exempt from the tax, even if such person is not the beneficial owner of the interest in question. FATCA would also apply to payments to such recipients of redemption proceeds (including principal payments) and sales proceeds on Notes starting January 1, 2017. The United States has entered into intergovernmental agreements regarding the implementation of FATCA with Germany and The Netherlands. Under these intergovernmental agreements, as currently drafted, we do not expect payments made on or with respect to the Notes to be subject to withholding under FATCA. However, significant aspects of when and how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Notes in the future.

Transfer of the Notes will be restricted, which may adversely affect their value.

The Securities have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction. Purchasers may not offer the Notes in the United States except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws, or pursuant to an effective registration statement. The Notes and the Issue and Paying Agency Agreement under which the Notes are issued will contain provisions that will restrict the Notes from being offered, sold, pledged or otherwise transferred except pursuant to the exemptions available pursuant to Rule 144A or other exceptions under the Securities Act. It is the Holder’s obligation to ensure that any offers and sales of the Notes within the United States and other countries comply with applicable securities laws. See “Transfer Restrictions.”

The Notes will be held in book-entry form and therefore Holders must rely on the procedures of the relevant clearing systems to exercise any rights and remedies.

Unless in certain limited circumstances described under “Book-Entry; Delivery and Form” notes in definitive registered form are issued in exchange for book-entry interests, owners of book-entry interests will not be considered owners or holders of Notes. The nominee of DTC will be the sole registered holder of the global notes representing the Notes. After payment to DTC, the Issuer will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, if a Holder owns a book-entry interest, such Holder must rely on the procedures of DTC, and if such Holder is not a participant in DTC, on the procedures of the participant through which the Holder owns its interest, to exercise any rights and obligations of a Holder under the Issue and Paying Agency Agreement. See “Book-Entry; Delivery and Form.”

Unlike the holders themselves, owners of book-entry interests will not have any direct rights to act upon solicitations for consents, requests for waivers or actions arising under Condition 14 of the Terms and Conditions. Instead, if a Holder owns a book-entry interest, it will be permitted to act only to the extent it received appropriate proxies to do so from DTC or one of its participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable a Holder to vote on any matters on a timely basis. See “Book-Entry; Delivery and Form.”

In case notes in definitive registered form are issued in exchange for book-entry interests, owners of book-entry interests become holders of definitive registered notes governed by German law which are transferred by assignment.

There may not be any trading market for the Notes; factors other than our creditworthiness may affect the trading market for and value of the Notes.

We cannot assure you that a trading market for the Notes will develop or be maintained in the United States, Europe or elsewhere. We have no intention to seek a listing of the Notes on a stock exchange or other established trading market. Pricing information for the Notes may be difficult to obtain, which may make them less liquid than other investments. If you decide to sell the Notes, there may be a limited number of buyers (if any) or there may be a surplus of debt securities of other issuers available with similar credit, maturity and other structural characteristics. The trading market for, and current market value of, the Notes may be affected by the level, direction and volatility of market interest rates. While the initial purchasers have informed us that they intend to make a market in the Notes, they are under no obligation to do so and may discontinue such activities at any time without notice. These and other factors unrelated to our creditworthiness may affect the price you receive for the Notes or your ability to sell them at all. You should not purchase the Notes unless you understand and know you can bear the related investment risks.

Our credit ratings may not reflect all risks of an investment in the Notes.

The credit ratings ascribed to us and the Notes are intended to reflect our ability to meet our payment obligations in respect of the Guarantee, and may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. In addition, actual or anticipated changes in our credit ratings may generally be expected to affect the market value of the Notes. A credit rating is not a recommendation to buy, sell or hold the Notes and may be suspended, changed or withdrawn by the credit rating agency at any time.

The Issuer is a finance company with limited equity, which concentrates on financing activities for the Siemens group.

The business, financial condition (including effects on assets, liabilities and cash flows), results of operations and reputation of the Issuer could suffer from material adverse effects due to any of the risks described below.

- The Issuer’s business is affected by the uncertainties of economic and political conditions;

- The Issuer's business activities are exposed to liquidity risk, currency risk, interest rate risk, credit risk and fair market value risk;
- The Issuer's cost of borrowing and, therefore, its operating results, may also be negatively affected by increases in the credit spreads;
- The Issuer is subject to regulatory and similar risks associated with its financing activities; and
- Non-financial risks could arise from operating risks, which mainly result from the use of computer systems and modern information technology.

Corporate disclosure in Germany may differ from that in the United States.

Siemens ceased to be a registrant with the U.S. Securities and Exchange Commission (the “SEC”) effective August 15, 2014 and, in connection therewith, ceased making filings with the SEC. There may be less publicly available information about German public companies, such as Siemens, than is regularly made available by public companies in the United States and in other jurisdictions.

6. USE OF PROCEEDS

We estimate that the net proceeds from the sale of the Notes will be approximately U.S.\$7,700 million, after deducting issue discounts and commissions and other expenses of the Offering that are to be borne by the Issuer. We intend that substantially all of the net proceeds will be on-lent by the Issuer to the Guarantor and entities owned directly or indirectly by the Guarantor for general corporate purposes, which may include financing of recently announced acquisitions.

7. EXCHANGE RATE INFORMATION

We publish our consolidated financial statements in Euro. As used in this Offering Memorandum, references to “**Euro**” or “**€**” are to the single European currency of the participating member states within the European Union and references to “**U.S. dollar**”, “**U.S.\$**”, “**USD**” or “**\$**” are to the lawful currency of the United States.

The following table sets forth information regarding the noon buying rates for Euro in New York City as certified for customs purposes by the Federal Reserve Bank of New York expressed in U.S. dollars per €1.00 during the years and as of the dates shown (“**noon buying rates**”).

<u>Fiscal year ended September 30,</u>	<u>Period End</u>	<u>Average</u>	<u>High</u>	<u>Low</u>
2012	1.2856	1.2980	1.4172	1.2062
2013	1.3535	1.3123	1.3692	1.2715
2014	1.2628	1.3571	1.3927	1.2628

The following table sets forth the noon buying rate for Euro for each month since September 30, 2014:

	<u>High</u>	<u>Low</u>
October 2014	1.2812	1.2517
November 2014	1.2554	1.2394
December 2014	1.2504	1.2101
January 2015	1.2015	1.1279
February 2015	1.1462	1.1197
March 2015	1.1212	1.0524
April 2015	1.1174	1.0582

Solely for convenience, the Euro market bid price at 12:00 pm New York time on May 15, 2015, as indicated by Bloomberg Finance LP, was U.S.\$1.1427 per €1.00.

8. CAPITALIZATION

The following table shows the capitalization, on a consolidated basis, of the Guarantor and its consolidated subsidiaries as of March 31, 2015 on an actual basis, as well as adjusted for the issuance of the Notes as if the Offering had been completed as of March 31, 2015. For simplification purposes, no tax effects are considered.

	As of March 31, 2015	
	Actual	As adjusted ⁽¹⁾
	(in Euro millions)	
Cash and cash equivalents	8,844	16,001⁽³⁾
Short-term debt and current maturities of long-term debt	4,236	4,236
Trades payables	7,245	7,245
Other current financial liabilities	2,499	2,499
Current provisions	4,357	4,357
Current income tax liabilities	2,028	2,028
Other current liabilities	18,783	18,783
Liabilities associated with assets classified as held for disposal	32	32
Total current liabilities	39,180	39,180
Long-term debt	20,361	27,518 ⁽⁴⁾
Post-employment benefits	12,106	12,106
Deferred tax liabilities	512	512
Provisions	5,145	5,145
Other financial liabilities	2,576	2,576
Other liabilities	2,234	2,234
Total non-current liabilities	42,935	50,092
Total liabilities	82,114	89,271
Equity:		
Issued capital, no par value	2,643	2,643
Capital reserve	5,571	5,571
Retained earnings	26,441	26,441
Other components of equity	3,162	3,162
Treasury shares, at cost	(4,641)	(4,641)
Total equity attributable to shareholders of Siemens AG	33,176	33,176
Non-controlling interests	610	610
Total equity	33,786	33,786
Total capitalization⁽²⁾	115,900	123,057

(1) The Euro equivalent of Notes offered hereby is based on a Euro/U.S. dollar exchange rate of U.S.\$1.0759 = €1.00, which was the exchange rate as of March 31, 2015 used in the preparation of the Condensed Interim Consolidated Financial Statements.

(2) "Total capitalization" as sum of "total liabilities" and "total equity".

(3) The adjustment of €7,157 million reflects the Euro equivalent of the U.S.\$7,732 million gross proceeds (principal amounts of the Notes less respective issue discounts) from the sale of the Notes based on an exchange rate of U.S.\$1.0759 = €1.00 which was the exchange rate as of March 31, 2015 used in the preparation of the Condensed Interim Consolidated Financial Statements (€7,186 million) less costs relating to the Offering, all assumed to be paid as of March 31, 2015 of €29 million. Costs relating to the Offering include estimated commissions and other expenses of the Offering that are borne by the Issuer or Guarantor (the "Offering Costs").

(4) The adjustment of €7,157 million reflects the Euro equivalent of the U.S.\$7,732 million gross proceeds (principal amounts of the Notes less respective issue discounts) based on an exchange rate of U.S.\$1.0759 = €1.00, which was the exchange rate as of March 31, 2015 used in the preparation of the Condensed Interim Consolidated Financial Statements (€7,186 million) less Offering Costs of €29 million. Non-derivative financial liabilities (such as the Notes) are measured at amortized cost, using the effective interest method. The initial measurement takes place at the principal amounts of the Notes less respective issue discounts less Offering Costs. In subsequent periods, the amortization and accretion of any discount will be included in the Group's financial result. It is assumed that all Offering Costs are amortized.

9. TERMS AND CONDITIONS OF THE NOTES

The following sets out the terms and conditions applicable to the Floating Rate Notes (the “Terms and Conditions of the Floating Rate Notes”). The Terms and Conditions of the Floating Rate Notes will be attached to the respective Global Notes.

Each of the Global Notes shall bear the applicable legend set out in “Transfer Restrictions”.

Terms and Conditions of the Floating Rate Notes

1. Definitions and Interpretation

Unless the context otherwise requires, the following terms will have the following meanings in these terms and conditions of the Notes (the “**Conditions**”):

“**Additional Amounts**” has the meaning specified in Condition 8.01 of the Conditions.

“**Agents**” has the meaning specified in Condition 11.01 of the Conditions.

“**Appointment**” has the meaning specified in Condition 3.B(v) of the Conditions.

“**Appropriate Enterprise of Recognized Standing**” has the meaning specified in Condition 3.B(v) of the Conditions.

“**Banking Day**” has the meaning specified in Condition 5.03 of the Conditions.

“**Business Day**” has the meaning specified in Condition 5.02 of the Conditions.

“**Calculation Agent**” has the meaning specified in Condition 11.01 of the Conditions.

“**Calculation Period**” has the meaning specified in Condition 5.10 of the Conditions.

“**Capital Market Issue**” has the meaning specified in Condition 4.02 of the Conditions.

“**Certificated Notes**” has the meaning specified in Condition 2.04 of the Conditions.

“**Conditions**” has the meaning specified in Condition 1 of the Conditions.

“**Contractual Currency**” has the meaning specified in Condition 17 of the Conditions.

“**Custodian**” has the meaning specified in Condition 3.B(ix) of the Conditions.

“**Day Count Fraction**” has the meaning specified in Condition 5.10 of the Conditions.

“**Disputes**” has the meaning specified in Condition 18.02 of the Conditions.

“**Distribution Compliance Period**” has the meaning specified in Condition 2.07 of the Conditions.

“**DTC**” has the meaning specified in Condition 2.04 of the Conditions.

“**due date**” has the meaning specified in Condition 9.04 of the Conditions.

“**Early Redemption Amount**” has the meaning specified in Condition 6.02 of the Conditions.

“**Event of Default**” has the meaning specified in Condition 7.01 of the Conditions.

“**FATCA**” has the meaning specified in Condition 8.01 of the Conditions.

“**Fiscal Agent**” has the meaning specified in Condition 2.02 of the Conditions.

“**Global Notes**” has the meaning specified in Condition 2.02 of the Conditions.

“**Guarantee**” has the meaning specified in Condition 3.B of the Conditions.

“**Guarantor**” has the meaning specified in Condition 3.B of the Conditions.

“holder” means the person or persons whose names appear in the Register.

“Holders” means (a) in the case of Notes represented by Global Notes, any beneficial owner of a book-entry interest in the Notes, and (b) in case of Notes represented by Certificated Notes, the person or persons whose names appear in the Register.

“ICSD” has the meaning specified in Condition 2.04 of the Conditions.

“interest” has the meaning specified in Condition 9.05 of the Conditions.

“Interest Amount(s)” has the meaning specified in Condition 5.05 of the Conditions.

“Interest Commencement Date” has the meaning specified in Condition 5.01 of the Conditions.

“Interest Determination Date” has the meaning specified in Condition 5.03 of the Conditions.

“Interest Payment Date” has the meaning specified in Condition 5.01 of the Conditions.

“Interest Period” has the meaning specified in Condition 5.03 of the Conditions.

“International Bond Issue” has the meaning specified in Condition 3.C of the Conditions.

“Issue and Paying Agency Agreement” has the meaning specified in Condition 11.02 of the Conditions.

“Issuer” has the meaning specified in Condition 2.01 of the Conditions.

“Joint Representative” has the meaning specified in Condition 14.05 of the Conditions.

“Margin” has the meaning specified in Condition 5.03 of the Conditions.

“Material Change” has the meaning specified in Condition 14.01 of the Conditions.

“Maturity Date” has the meaning specified in Condition 6.01 of the Conditions.

“Maturity Redemption Amount” has the meaning specified in Condition 6.01 of the Conditions.

“Merged Issuer” has the meaning specified in Condition 16.04 of the Conditions.

“Modified Following Business Day Convention” has the meaning specified in Condition 5.02 of the Conditions.

“New York Business Day” has the meaning specified in Condition 9.02 of the Conditions.

“Notes” has the meaning specified in Condition 2.01 of the Conditions.

“Participants” has the meaning specified in Condition 2.04 of the Conditions.

“Paying Agent” has the meaning specified in Condition 11.01 of the Conditions.

“payment date” has the meaning specified in Condition 9.04 of the Conditions.

“principal” has the meaning specified in Condition 9.05 of the Conditions.

“Proceedings” has the meaning specified in Condition 18.02 of the Conditions.

“Qualified Majority” has the meaning specified in Condition 14.02 of the Conditions.

“Rate of Interest” has the meaning specified in Condition 5.03 of the Conditions.

“Record Date” has the meaning specified in Condition 9.02 of the Conditions.

“Redemption Amount” has the meaning specified in Condition 6.06 of the Conditions.

“Reference Rates” has the meaning specified in Condition 5.04 of the Conditions.

“Regulation S Global Note” has the meaning specified in Condition 2.02 of the Conditions.

“Register” has the meaning specified in Condition 2.04 of the Conditions.

“Registrar” has the meaning specified in Condition 11.01 of the Conditions.

“**Relevant Date**” has the meaning specified in Condition 8.02 of the Conditions.

“**Relevant Time**” has the meaning specified in Condition 5.04 of the Conditions.

“**Replacement Agent**” has the meaning specified in Condition 12 of the Conditions.

“**Rights**” has the meaning specified in Condition 3.B(i) of the Conditions.

“**Rule 144A Global Note**” has the meaning specified in Condition 2.02 of the Conditions.

“**SchVG**” has the meaning specified in Condition 14.01 of the Conditions.

“**Screen Page**” has the meaning specified in Condition 5.03 of the Conditions.

“**Substitute Debtor**” has the meaning specified in Condition 16.01 of the Conditions.

“**Surviving Entity**” has the meaning specified in Condition 16.04 of the Conditions.

“**Tax Law Change**” has the meaning specified in Condition 6.02 of the Conditions.

“**Transfer Agent**” has the meaning specified in Condition 11.01 of the Conditions.

“**Trust Agreement**” has the meaning specified in Condition 3.B(i) of the Conditions.

“**Trustee**” has the meaning specified in Condition 3.B(i) of the Conditions.

“**United States**” has the meaning specified in Condition 2.02 of the Conditions.

“**U.S.\$ LIBOR**” has the meaning specified in Condition 5.03 of the Conditions.

“**U.S. Dollar Loans**” has the meaning specified in Condition 5.04 of the Conditions.

“**U.S. Securities Act**” has the meaning specified in Condition 2.02 of the Conditions.

2. Form, Denomination and Currency

2.01 The floating rate notes due May 25, 2018 (the “**Notes**”) are issued by Siemens Financieringsmaatschappij N.V. (the “**Issuer**”) in the aggregate principal amount of U.S.\$500,000,000, each Note with a denomination of U.S.\$1,000.

2.02 The Notes are represented by two or more permanent global certificates without interest coupons, each of which will represent either Notes sold in the United States of America (the “**United States**”) to Qualified Institutional Buyers as defined in, and in reliance on, Rule 144A under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) (each such global certificate, a “**Rule 144A Global Note**”) or Notes sold outside the United States to persons other than U.S. persons as defined in, and in reliance on, Regulation S under the U.S. Securities Act (each such global certificate, a “**Regulation S Global Note**” and, together with the Rule 144A Global Notes, the “**Global Notes**”). Copies of the Global Notes are available free of charge at the Fiscal Agent during normal business hours. “**Fiscal Agent**” is The Bank of New York Mellon, London Branch, with its specified office at One Canada Square, London, E14 5AL, including any legal successor in such capacity.

2.03 The minimum transferable amount of the Notes is U.S.\$250,000.

2.04 The Global Notes are kept in custody by the Fiscal Agent in New York, as custodian for The Depository Trust Company, New York (together with any successor or nominee, “**DTC**”) until all obligations of the Issuer under the Notes have been satisfied.

The Global Notes are issued in registered form in the name of Cede & Co., as nominee of DTC, recorded in a register (the “**Register**”) kept by the Registrar (as defined in Condition 11 of the Conditions) and represent the Notes credited to securities accounts maintained with DTC by financial institutions that are participants in DTC (the “**Participants**”), including Clearstream Banking, société anonyme, Luxembourg, and Euroclear Bank SA/NV, Brussels, and any successor in such capacity (each an “**ICSD**”). The Global Notes are each manually signed by two authorized signatories of the Issuer and will each be manually authenticated by or on behalf of the Fiscal Agent. The Notes represented by the Global Notes will equal the aggregate principal amount of the Notes outstanding at any time. Definitive certificates and interest coupons for individual Notes (“**Certificated Notes**”)

shall not be issued, unless (a) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Notes and a successor depositary which shall be a clearing agency registered under the Securities Exchange Act of 1934, as amended, is not appointed by the Issuer within 90 days of such notice; or (b) an Event of Default has occurred and is continuing and the Registrar has received a request for exchange from DTC. In such case, a Holder may request the issue of definitive certificates representing its individual Notes and corresponding interest coupons, and in such event the term “holder” shall refer to the person or persons whose names appear in the Register.

2.05 The Notes represented by the Rule 144A Global Note may be exchanged for Notes represented by the Regulation S Global Note and *vice versa*. Such exchanges will be recorded in the Register and shall be effected by an increase or a decrease in the principal amount of the Rule 144A Global Note by the principal amount of Notes so exchanged and a corresponding decrease or increase in the principal amount of the Regulation S Global Note.

2.06 Transfers of Notes shall require appropriate entries in securities accounts. Exchanges of Notes pursuant to Condition 2.05 of the Conditions may not be effected during the period commencing on the Record Date (as defined in Condition 9.02 of the Conditions) and ending on the related payment date (both dates inclusive).

2.07 The following restrictions with respect to the registration of any transfer of any Note shall apply:

(i) Except as provided for in Condition 2.04, Certificated Notes will not be issued in exchange for beneficial interests in the Global Notes; all beneficial interests in the Global Notes will be held directly or indirectly through a Participant.

(ii) Transfers of the Global Notes will be limited to transfers of such Global Notes in whole, but not in part, to DTC, its successors or their respective nominees. Beneficial interests in the Global Notes may be transferred by the owners thereof in accordance with the rules and procedures of DTC and the provisions hereof.

(iii) Transfers of beneficial interests in one Global Note to parties who will hold the beneficial interests through the same Global Note will be effected in the ordinary way in accordance with the respective rules and operating procedures of DTC or its Participants, as the case may be.

(iv) Transfers of beneficial interests between Global Notes will be effected through the Transfer Agent who will contact the Registrar to procure the exchange of beneficial interests in one Global Note for beneficial interests of an equal principal amount in another Global Note; provided, however, that the Transfer Agent will not be required to accept for registration of transfer any beneficial interest in a Global Note except upon presentation of evidence satisfactory to the Registrar and the Transfer Agent of compliance with paragraphs (v) and (vi) hereafter. For each transfer of beneficial interests between the Global Notes, the Registrar shall record the appropriate endorsements to reflect the respective modifications to the aggregate principal amount of each Global Note.

(v) Unless the Global Notes have previously been exchanged for Certificated Notes, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in a Rule 144A Global Note during the 40-day period commencing on the later of the closing date and the date of commencement of the distribution of the Notes (the “**Distribution Compliance Period**”), only if such exchange occurs in connection with a transfer of the Notes pursuant to Rule 144A and the transferor first delivers to the Registrar with respect to the Notes a written certificate (substantially in the form set forth in the Issue and Paying Agency Agreement and obtainable from the Fiscal Agent) to the effect that the Notes are being transferred to a person who the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act, acquiring the Notes for its own account or the account of such a qualified institutional buyer in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

(vi) Unless the Global Notes have previously been exchanged for Certificated Notes, beneficial interests in the Rule 144A Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note, whether prior to or after the expiration of the Distribution Compliance Period,

only if the transferor first delivers to the Registrar a written certificate (substantially in the form set forth in the Issue and Paying Agency Agreement and obtainable from the Fiscal Agent) to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S.

(vii) Transfers of interests in Certificated Notes may be made only in accordance with the legend contained on the face of such Notes, and the Transfer Agent will not be required to accept for registration of transfer any such Notes except upon presentation of evidence satisfactory to the Registrar and the Transfer Agent that such transfer is being made in compliance with such legend.

3.A Status of the Notes

The Notes constitute unsubordinated and (subject to the provisions of Condition 3.C of the Conditions and Condition 4 of the Conditions) unsecured obligations of the Issuer ranking *pari passu* (*gleichrangig*) in any voluntary winding up (*freiwillige Abwicklung*) or formal, statutory and involuntary bankruptcy proceeding (*förmliches, gesetzlich geregeltes und unfreiwilliges Insolvenzverfahren*) according to statutory law in the jurisdiction of the place of incorporation of the Issuer without any preference among themselves (*untereinander im gleichen Rang*) and with all other unsubordinated and unsecured obligations of the Issuer except for any obligations preferred by law.

3.B Guarantee, Trust Structure

The payment obligations of the Issuer under the Notes have been guaranteed unconditionally and irrevocably by Siemens Aktiengesellschaft (the “**Guarantor**”) pursuant to a guarantee dated on or about the issue date (the “**Guarantee**”).

- (i) All present and future claims and rights arising out of or in connection with the Guarantee (together, the “**Rights**”) will be held and exercised exclusively by BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, (the “**Trustee**”) as trustee (*Treuhänder*) for the Holders pursuant to an agreement dated on or about the issue date among the Trustee, the Issuer and the Guarantor (the “**Trust Agreement**”). Under the Trust Agreement, each Holder is entitled to require from the Trustee performance of the Trustee’s obligations and to enforce such obligations against the Trustee pursuant to the Trust Agreement. For this purpose only, the Trust Agreement constitutes a contract in favor of the Holders as third party beneficiaries (*Vertrag zugunsten Dritter*) pursuant to section 328(1) of the German Civil Code (*Bürgerliches Gesetzbuch*).
- (ii) The Trustee will exclusively be entitled and upon written request by the respective Holder obliged to enforce the Rights without delay (*unverzüglich*) and to arrange for the prompt distribution of any proceeds from enforcing the Rights.
- (iii) The Trustee, when exercising the Rights, is entitled to receive reimbursement of any reasonable expenses thereby incurred, from the respective Holder, including its own reasonable expenses and costs of commissioning third parties. Should it prove necessary, the Trustee may demand a reasonable advance payment in the respective currency from the respective Holder.
- (iv) Pursuant to the Trust Agreement, the Trustee will be liable for making, failing to make or accepting statements as well as for taking or failing to take actions in connection with the Guarantee only to the extent that it fails to exercise its fiduciary duties of care, and in any case in which it fails to exercise the level of due care of a reasonable businessman (*Sorgfaltspflichten eines ordentlichen Kaufmanns*). The liability of the Trustee for damages resulting from negligence (*einfache Fahrlässigkeit*) — except for damages resulting from injury to life, body or health — is limited to an aggregate amount of EUR 10,000,000 (Euro ten million). The Trustee may commission third parties to perform specific functions incumbent upon it but shall remain liable for the fulfillment of its obligations arising out of the Trust Agreement.
- (v) Should any event occur which, in the reasonable judgment (*vernünftige Beurteilung*) of the Trustee, results in it being unable to perform its obligations under the Trust Agreement, it will, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld), appoint another

Appropriate Enterprise of Recognized Standing as its successor (the “**Appointment**”). An “**Appropriate Enterprise of Recognized Standing**” means an enterprise, organized under the laws of, and subject to supervision by regulatory authorities, if any, in the Federal Republic of Germany or in Switzerland and (i) authorized to exercise corporate trust powers, (ii) with shareholders’ equity not less than that of the Trustee, and (iii) not directly or indirectly controlled by, or under common control with, the Guarantor. Should the Trustee be unable or fail to make an Appointment, the Guarantor will do so. The Guarantor is entitled to replace the Trustee by another Appropriate Enterprise of Recognized Standing as the Trustee’s successor, for good reason. The Trustee is entitled to terminate the Trust Agreement for good reason. The Trustee may not resign from its Appointment under the Trust Agreement unless and until a successor is appointed. Notice of any such Appointment will be promptly given in accordance with Condition 13 of the Conditions and will become effective upon the giving of such notice.

- (vi) The Trust Agreement may be amended or supplemented without the consent of the Holders so long as such amendment or supplement does not materially prejudice their interests.
- (vii) A copy of the Trust Agreement is available to the Holders and persons who strongly and recognizably express a credible interest in investing in the Notes upon request, at no charge, from the Paying Agent at its specified office.
- (viii) Pursuant to the Trust Agreement, the Guarantor will pay the Trustee a remuneration in connection with the exercise of the Trustee’s obligations stipulated therein; the amount of which and the payment terms will be agreed separately between the Trustee and the Guarantor.
- (ix) In order to exercise its rights under the Trust Agreement, a Holder will be required to present to the Trustee (a) a certificate issued by its Custodian (i) stating the full name and address of the Holder, (ii) specifying a principal amount of Notes credited on the date of such statement to such Holder’s securities account maintained with such Custodian and (iii) confirming that the Custodian has given a written notice to DTC and the Registrar containing the information pursuant to (i) and (ii) and bearing acknowledgements of DTC and the relevant DTC participant and (b) a copy of the relevant Global Note certified as being a true copy by a duly authorized officer of DTC or the Registrar.

“**Custodian**” means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of any Notes and includes DTC and its Participants, including any other clearing system which maintains an account with or participates in DTC.

The Guarantee constitutes an unsubordinated and (subject to Condition 3.C of the Conditions) unsecured obligation of the Guarantor to the Trustee ranking *pari passu* (*gleichrangig*) in any voluntary winding up (*freiwillige Abwicklung*) or formal and involuntary bankruptcy proceeding (*förmliches, gesetzlich geregeltes und unfreiwilliges Insolvenzverfahren*) according to statutory law in the jurisdiction of the place of incorporation of the Guarantor with all other unsubordinated and unsecured obligations of the Guarantor except for any obligations preferred by law.

3.C Negative Pledge (*Negativverpflichtung*) of Siemens Aktiengesellschaft

Pursuant to the Guarantee, the Guarantor has undertaken, for so long as the Notes remain outstanding, but only up to the time at which all amounts of principal and interest in respect of the Notes have been placed at the disposal of the Fiscal Agent, not to grant any land charge or any other security right *in rem* (*dingliches Sicherungsrecht*) over its real estate located in the Federal Republic of Germany, as security for any International Bond Issue (as defined below), without at the same time, or prior thereto, securing the Guarantee equally and ratably therewith.

In this Condition 3.C of the Conditions, “**International Bond Issue**” means each obligation of the Guarantor with an original maturity of more than one year, which is denominated or repayable in a currency or accounting unit other than the Euro, or any obligation of any of the Guarantor’s associated enterprises within the

meaning of sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) which is not resident (*ansässig*) in the Federal Republic of Germany with an original maturity of more than one year, and each represented by debt securities which are, or are capable of being, listed or traded on a stock exchange or other recognized securities market (including without limitation, any over-the-counter market).

4. Negative Pledge of Siemens Financieringsmaatschappij N.V.

4.01 So long as the Notes remain outstanding, but only up to the time at which all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to create or permit to subsist any mortgage, land charge, lien or other security right *in rem* (*dingliches Sicherungsrecht*) over any part or all of its present or future assets located in The Netherlands, as security for any other Capital Market Issue (as defined below) without at the same time securing the Notes equally and ratably therewith.

This undertaking shall not apply in relation to security rights which are required by law or by an authority or those provided by the Issuer over any claims of the Issuer against any of its associated enterprises within the meaning of sections 15 et seq. of the German Stock Corporation Act or any third party, which claims exist now or arise at any time in the future, as a result of the passing on of the proceeds from the sale by the Issuer of any securities. This undertaking shall also not apply with respect to security rights provided in connection with any issuance of asset backed securities by the Issuer. The same applies, with respect to security provided in respect of any issuance of asset backed securities made by a special purpose vehicle where the Issuer is the originator of the underlying assets.

4.02 In this Condition 4 of the Conditions, “**Capital Market Issue**” means each obligation of the Issuer with an original maturity of more than one year which is represented by debt securities which are, or are capable of being, listed or traded on a stock exchange or other recognized securities market (including without limitation, any over-the-counter market).

5. Interest

5.01 The Notes bear interest on their principal amount from May 27, 2015 (inclusive) (the “**Interest Commencement Date**”) to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the Notes will be payable on each Interest Payment Date in each case with respect to the preceding Interest Period. “**Interest Payment Date**” means every February 25, May 25, August 25 and November 25 in each year.

5.02 If any Interest Payment Date would fall on a day which is not a Business Day, it will be postponed to the next day which is a Business Day, unless it would thereby fall into the next calendar month, in which event the Interest Payment Date will be the immediately preceding Business Day (the “**Modified Following Business Day Convention**”).

“**Business Day**” means a day which is a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business and settle payments in U.S. Dollars in New York, New York, United States, and London, United Kingdom.

5.03 The rate of interest (the “**Rate of Interest**”) for each Interest Period will, except as provided below, be the offered quotation (expressed as a percentage rate per annum) for deposits in U.S. Dollars for that Interest Period on the London Interbank Market which appears on Reuters Screen LIBOR01 or the relevant successor page displayed by that service or any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation (the “**Screen Page**”) as of 11:00 a.m. London time on the Interest Determination Date (the “**U.S.\$ LIBOR**”) plus 0.280 per cent. per annum (the “**Margin**”), all as determined by the Calculation Agent.

“**Interest Determination Date**” means, with respect to any Interest Period, a day two Banking Days before the first day of that Interest Period.

“**Banking Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.

“Interest Period” means each period from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date. The first Interest Period starts on the Interest Commencement Date (including) and the last Interest Period ends on the Maturity Date (excluding).

5.04 If, on any Interest Determination Date, no such offered quotation appears or if the Screen Page is unavailable, the Calculation Agent will request appropriate quotations and will determine the arithmetic mean (rounded as mentioned below) of the rates (the **“Reference Rates”**) at which deposits in the relevant currency are offered by four major banks in the London interbank market, selected by the Calculation Agent, at approximately the Relevant Time on the Interest Determination Date to prime banks in the London interbank market for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time.

“Relevant Time” means the time at which it is customary to determine such rate of interest.

If, on any Interest Determination Date, only two or three Reference Rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as mentioned below) of the Reference Rates so quoted as described below.

If on the Interest Determination Date fewer than two Reference Rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as mentioned below) of the rates for U.S. Dollar Loans offered to leading European banks by four major banks in London, selected by the Calculation Agent, at approximately 11.00 a.m. London time on the first day of the relevant Interest Period. **“U.S. Dollar Loans”** are loans in U.S. Dollars, with a maturity which corresponds to the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time.

If the Calculation Agent is unable to determine a Reference Rate (or, as the case may be, an arithmetic mean of rates) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Notes during such Interest Period will be the sum of the Margin and the Reference Rate (or, as the case may be, the arithmetic mean (rounded as mentioned below) of the rates) determined in relation to such Notes in respect of the last preceding Interest Period.

5.05 The Calculation Agent will determine immediately after the Relevant Time on each Interest Determination Date the Rate of Interest and will calculate immediately the payable amount(s) of interest (the **“Interest Amount(s)”**). Furthermore, the Calculation Agent will make such determination and calculation according to these Conditions and will cause the Rate of Interest and the Interest Amount for the relevant Interest Period and each Interest Payment Date to be notified to the Fiscal Agent, the Issuer and the Guarantor and to the Holders in accordance with Condition 13 of the Conditions, as soon as possible after their determination or calculation but in no event later than the fourth Banking Day thereafter. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of an Interest Period.

5.06 The Interest Amount payable with respect to any Notes for any period will be calculated by the multiplication of the product of the Rate of Interest (as per cent.) and the principal amount (as a U.S. Dollar amount) with the Day Count Fraction (as defined in Condition 5.10 of the Conditions). For the purpose of any calculations referred to in these Conditions all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.) and all U.S. Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up).

5.07 The determination of the relevant Rate of Interest and the Interest Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent will (in the absence of manifest error) be final and binding upon the Issuer and the Holders.

5.08 If the Notes become due and payable (*fällig*) under Condition 7 of the Conditions, the Rate of Interest and the accrued interest payable in respect of the Notes will nevertheless continue to be calculated as previously in accordance with this Condition 5 of the Conditions but no publication of the Rate of Interest or the Interest Amount, so calculated, need to be made.

5.09 If the Issuer fails to redeem the Notes when due, interest shall continue to accrue on the principal amount outstanding from (and including) the Maturity Date until (but excluding) the date of actual payment to the Holders or to their order at the rate referred to in this Condition 5 of the Conditions for the preceding Interest Period plus 1 percentage point.

5.10 “Day Count Fraction” means, in respect of the calculation of an amount for any period of time (“**Calculation Period**”), the actual number of days of the Calculation Period divided by 360.

6. Redemption and Repurchase (*Rückzahlung und Rückkauf*)

Redemption at Maturity

6.01 Unless previously redeemed, or repurchased and cancelled each Note will be redeemed at the principal amount (the “**Maturity Redemption Amount**”) on May 25, 2018 (the “**Maturity Date**”).

Early Redemption for Reasons of Taxation

6.02 Should the Issuer and/or the Guarantor, as a result of any Tax Law Change (as defined below) be, or become, required to pay Additional Amounts (as defined in Condition 8 of the Conditions) on the next succeeding Interest Payment Date (as defined in Condition 5 of the Conditions) the Notes may be redeemed early, in whole but not in part, at the option of the Issuer, with notice to the Holders.

The period for the redemption notice shall be no less than 30 and no more than 60 days. The Notes shall be redeemed at the principal amount, together with accrued and unpaid interest to (but excluding) the date fixed for redemption (the “**Early Redemption Amount**”). The date fixed for redemption must be an Interest Payment Date.

No such right exists where the payment of Additional Amounts can be avoided by use of reasonable measures available to the Issuer and/or the Guarantor.

A “**Tax Law Change**” is

- (i) every change in, or amendment to, the laws or regulations regarding taxes or levies of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein, or
- (ii) every change in, or amendment to, the application or the official interpretation, of such laws or regulations, or
- (iii) every change or amendment of action and/or decision taken by any taxing authority, or any court of competent jurisdiction of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein, whether or not such action and/or decision was taken or brought in connection with the Issuer or the Guarantor, or
- (iv) any officially proposed change, amendment, reformulation, application, interpretation or execution of any rulings or regulations promulgated thereunder in respect of the laws of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein.

The redemption is conditional on such change, amendment, reformulation, application, interpretation or execution coming into effect on or after the date on which the Notes were issued.

However, such redemption may not be made

- (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor, as applicable, would be obligated to pay such Additional Amounts, were a payment in respect of the Notes then due, or
- (ii) if at the time such notice is given, the obligation to pay such Additional Amounts no longer exists.

Notice of any such redemption is to be given in accordance with Condition 13 of the Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a summary statement of the circumstances entitling the Issuer and/or the Guarantor to redeem the Notes.

Optional Early Redemption of the Notes upon Minimal Outstanding Aggregate Principal Amount

6.03 Should the Issuer, the Guarantor or an enterprise associated therewith within the meaning of section 15 et seq. of the German Stock Corporation Act have acquired Notes with an aggregate principal amount of 75% or more of the original aggregate principal amount and these Notes have been cancelled, the remaining outstanding Notes may be redeemed early with notice to the Holders in accordance with Condition 13 of the Conditions, in whole, but not in part, by the Issuer.

The period for the redemption notice shall be no less than 30, and no more than 60 days long. The Notes shall be redeemed at the Early Redemption Amount.

Repurchase of Notes

6.04 The Issuer or the Guarantor or any of their respective subsidiaries may at any time repurchase Notes in the open market or otherwise at any price. Such acquired Notes may be held, cancelled or sold at the discretion of the Issuer or the Guarantor.

Cancellation of Redeemed Notes

6.05 All Notes redeemed in full will be cancelled forthwith and may not be reissued or resold.

References to Redemption Amount

6.06 References herein to “**Redemption Amount**” will mean the Maturity Redemption Amount or, Early Redemption Amount.

7. Events of Default (*Kündigungsgründe*)

7.01 Each Holder shall be entitled to declare its Notes due and demand immediate redemption thereof at the principal amount, together with accrued interest (if any) to (but excluding) the date of repayment, in the following circumstances (each, an “**Event of Default**”):

- (i) principal or interest is not paid within 30 days from the relevant due date; or
- (ii) the Issuer fails duly to perform any other material obligation arising from the Notes, or the Guarantor fails to perform any obligation arising from the undertaking referred to in Condition 3.C of the Conditions, and such failure continues for more than 60 days after the Fiscal Agent has received notice thereof from a Holder; or
- (iii) the Issuer or the Guarantor announces that it is unable to meet its financial obligations; or
- (iv) a competent court opens insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings, or the Issuer applies for a “surseance van betaling” (within the meaning of The Bankruptcy Act of The Netherlands, *Faillissementswet*); this sub-clause does not apply to frivolous or vexatious proceedings that are without merit; or
- (v) the Issuer or the Guarantor goes into liquidation, unless this is in connection with a merger, or consolidation or other form of merging/combining with another company or in connection with a restructuring and the other or new company assumes all obligations assumed by the Issuer and the Guarantor in connection with the Notes; or
- (vi) a competent court passes judgment at the instigation of the Dutch Central Bank that the Issuer finds itself in a situation in which pursuant to chapter 3.5.5 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, as amended from time to time) special measures (*noodregeling*) are required; or
- (vii) the Guarantee becomes invalid.

No other event or circumstance entitles the Holder to redemption of its Notes before the Maturity Date.

The right to declare any Note due and request redemption thereof under this Condition 7 of the Conditions shall terminate if the situation giving rise thereto has been cured or has lapsed before such right is exercised.

7.02 Any notice, including any notice declaring Notes due and requesting redemption thereof in accordance with Condition 7.01 of the Conditions, shall be made by means of a written declaration in the English language delivered by hand or registered mail to the Fiscal Agent. Such notice shall be given together with proof in accordance with Condition 19.05 of the Conditions that such Holder at the time of such notice is the Holder of the relevant Notes.

7.03 A notice given pursuant to Condition 7.01(i) through (vii) of the Conditions shall become effective only when the Fiscal Agent has received such notices from the Holders of at least 25% in principal amount of the Notes then outstanding.

8. Taxation

8.01 All amounts payable on the Notes, whether interest or principal shall be payable without deduction or withholding at source for or on account of any present or future taxes or other duties of any nature whatsoever imposed or charged by or on behalf of the Federal Republic of Germany or The Netherlands or by or on behalf of any political subdivision or authority thereof having the power to tax unless such deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts (“**Additional Amounts**”) as may be necessary in order that the net amount received by the Holders after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable by the Holders had no such deduction or withholding been required. No such Additional Amounts shall, however, be payable in relation to any payment in respect of any Note on account of any taxes or duties which:

- (i) are payable by any person acting as a custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by or on behalf of the Issuer from payments of principal or interest made by it; or
- (ii) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for the purpose of taxation are deemed to be, derived from sources or are secured, in The Netherlands or the Federal Republic of Germany; or
- (iii) are deducted or withheld as a result of (i) the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to such Directive, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or The Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (iv) have to be paid in respect of any Note presented for payment more than 30 days after the Relevant Date, except to the extent, that the relevant Holder of such Note would have been entitled to such Additional Amounts on presenting the same for payment on or before the expiry of such period of 30 days; or
- (v) are payable by reason of a Tax Law Change that becomes effective more than 30 days after the Relevant Date; or
- (vi) have to be paid in respect of any Note presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another paying agent in a Member State of the European Union.

Notwithstanding anything else in these Conditions, the Issuer shall not be liable for or otherwise be obliged to pay any tax, duty, withholding or other payment which may arise as a result of any tax withheld or deducted as required by the rules of 1471 through 1474 (relating to the Foreign Account Tax Compliance Act, “**FATCA**”) of the U.S. Internal Revenue Code of 1986, as amended. This includes any amended or successor provisions, pursuant to (i) any inter-governmental agreement, (ii) implementing legislation adopted by another jurisdiction in connection with these provisions, or (iii) pursuant to any agreement with the U.S. Internal Revenue Service as a result of a Holder, beneficial owner or intermediary that is not an agent of the Issuer not being entitled to receive

payments free of this withholding. The Issuer will have no obligation to pay any additional amounts or otherwise indemnify a Holder for any such withholding deducted or withheld by the Issuer, a paying agent or any other party.

8.02 For the purposes of these Conditions, the “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the amount payable has not been received by the Fiscal Agent on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received by the Fiscal Agent and being available for payment to Holders, notice to that effect shall have been duly given to the Holders in accordance with Condition 13 of the Conditions.

8.03 If at any time the Issuer or the Guarantor becomes subject to any taxing jurisdiction other than, or in addition to, the jurisdictions of the place of residence or country of incorporation of the Issuer or the Guarantor, references in Condition 6.02 and Condition 8.01 of the Conditions to the jurisdiction of the Issuer and the Guarantor will be read and construed as references to the jurisdiction of the Issuer or the Guarantor and/or to such other jurisdiction(s).

9. Payments

9.01 Payments of principal of, and interest on, the Notes will be made on the relevant payment date to DTC for credit to the accounts of the respective Participants in U.S. Dollars for credit to the Holders as set forth below. The amount of payments in principal will correspond to the aggregate principal amount of Notes represented by the Global Notes, as established at the close of business on the relevant Record Date. Payments of principal will be made upon presentation and surrender of the Global Notes to the Paying Agent.

The Issuer or, as the case may be, the Guarantor will be discharged from its duty of payment by making payment to, or to the order of, DTC.

Following an exchange of the Global Notes for Certificated Notes, payment of principal and interest in respect of the Certificated Notes shall be payable at the corporate trust office of the Fiscal Agent, which is currently located at 101 Barclay Street, New York, New York 10286, United States of America or such other office of the Fiscal Agent as notified in accordance with Condition 13 of the Conditions. In such case, the Issuer or, as the case may be, the Guarantor will be discharged from its duty of payment by making payment to, or to the order of, the holders.

9.02 The record date (the “**Record Date**”) (*Stichtag*) for purposes of payments of principal and interest will be, in respect of each such payment, the New York Business Day preceding the relevant due date. In the case of Certificated Notes, the Record Date will be the thirtieth New York Business Day preceding the relevant due date.

“**New York Business Day**” means any day on which banking institutions in New York City, New York, United States, are not obliged and not authorized to close.

9.03 If any due date for payment of principal or interest in U.S. Dollars is not a Business Day, such payment will not be made until the next day which is a Business Day, and no further interest shall be paid in respect of the delay in such payment.

9.04 For the purposes of these Conditions “**payment date**” means the day on which the payment is actually to be made, where applicable as adjusted in accordance with Condition 9.03 of the Conditions, and “**due date**” means the payment date provided for herein, without taking account of any such adjustment.

9.05 Any reference in these Conditions to “**interest**” in respect of the Notes will include all amounts payable pursuant to Condition 5 of the Conditions and, if applicable, the Additional Amounts which may be payable under Condition 8 of the Conditions. Unless the context otherwise requires, any reference in these Conditions to “**principal**” will include any premium payable in respect of any Note or Redemption Amount and any other amounts in the nature of principal payable pursuant to these Conditions, and, if applicable, the Additional Amounts which may be payable under Condition 8 of the Conditions.

10. Presentation Period

In respect of the principal amount of the Notes, the presentation period provided in the first sentence of section 801 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years.

11. The Agents

11.01 The initial paying agent and its initial specified office is Bank of New York Mellon, London Branch, One Canada Square, London, E14 5AL (which initially acts also as Fiscal Agent) (the **“Paying Agent”**). The Paying Agent will also act as initial calculation agent (the **“Calculation Agent”**), as initial registrar (the **“Registrar”**) and as initial transfer agent (the **“Transfer Agent”**). If the Calculation Agent is incapable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts or any other requirements, the Issuer will appoint the London office of a leading bank engaged in the London Interbank Market to act as such in its place. Each of the Paying Agent, the Fiscal Agent, the Calculation Agent, the Registrar and the Transfer Agent (together, the **“Agents”**) may not resign its duties without a successor having been appointed. The Issuer and the Guarantor reserve the right to vary or terminate the appointment of any Agent and to appoint additional or other Agents provided that they will at all times maintain (i) a Fiscal Agent, (ii) a Paying Agent (which may be the Fiscal Agent) with a specified office in an European Union member state, if any, that will not be obliged to withhold or deduct tax if the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Counsel Meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such directive, is introduced and (iii) a Calculation Agent, (iv) a Registrar and (v) a Transfer Agent. The Agents reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of any Agent will be given promptly by the Issuer to the Holders in accordance with Condition 13 of the Conditions.

11.02 The Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligations towards or relationship of agency or trust for any Holder and each of them will only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto. **“Issue and Paying Agency Agreement”** means the Issue and Paying Agency Agreement dated on or about May, 2015 among, *inter alia*, the Guarantor, the Issuer and The Bank of New York Mellon, London Branch, which is available at the office of the Fiscal Agent during normal business hours.

12. Replacement of Notes

If any Note is lost, stolen, damaged, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or the Paying Agent (**“Replacement Agent”**), subject to all applicable laws upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer, the Guarantor and the Replacement Agent may require. Mutilated or defaced Notes must be surrendered before replacements will be delivered therefor.

13. Notices

13.01 The Issuer will deliver all notices required to be made in accordance with the Conditions, to DTC for communication by DTC to the Holders. Any such notice shall be deemed to have been given to the Holders on the fourth day after the day on which the said notice was given to DTC.

13.02 Alternatively, in particular in case Certificated Notes have been issued, notices to Holders will be deemed to be validly given if published in a leading newspaper in the English language and of general circulation in London (which is expected to be the Financial Times). Any notice so given will be deemed to have been validly given on the date of first such publication.

14. Amendments to the Conditions and to the Guarantee

14.01 The Issuer may amend these Conditions by way of a majority resolution of the Holders pursuant to sections 5 et seqq. of the German Act on Issue of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – **“SchVG”**), as amended from time to time. The Holders may consent to amendments which materially change the substance of these Conditions, including (each, a **“Material Change”**):

- (i) changes in the due date, or reduction or exclusion of interest; or

- (ii) changes in the due date of the principal amount; or
- (iii) reduction of the principal amount; or
- (iv) subordination of the claims under the Notes during an insolvency proceeding of the Issuer; or
- (v) conversion or exchange of the Notes into shares, other securities or other promises of performance; or
- (vi) substitution or release of security; or
- (vii) changes in the Contractual Currency; or
- (viii) waiver or limitation of the Holders' right of redemption;

14.02 Except as provided by the following sentence and provided that a quorum as provided in the SchVG has been achieved, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Provided that a quorum as provided in the SchVG has been achieved, resolutions which materially change the substance of these Conditions, in particular a Material Change, require a qualified majority of at least 75 per cent. of the voting rights participating in the vote to become effective (a "**Qualified Majority**").

14.03 All votes will be carried out, subject to the next sentence, exclusively by way of a vote without a meeting. A meeting of Holders, and the bearing of the costs of such meeting by the Issuer, shall only occur in the circumstance of section 18, para. 4, sentence 2 of the SchVG. The request for voting will provide for further details relating to the resolutions to be voted on and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.

14.04 Each Holder shall be entitled to participate in votes in accordance with the principal amount or notional share of its entitlement to the outstanding Notes. Special written confirmation dated the date of the vote from the Custodian of the relevant Holder is sufficient evidence in accordance with Condition 19.05 of the Conditions of the eligibility of the Holder to participate in such vote. If a confirmation which is dated the date of the vote cannot be provided, then, in addition, a blocking instruction from the Custodian of the relevant Holder is required, which evidences that the relevant Notes are not able to be transferred during the period from the date of such confirmation until the effective time of the vote.

14.05 The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Joint Representative**"), the duties and responsibilities and the rights 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. The appointment of a Joint Representative requires a Qualified Majority if such Joint Representative is to be authorized to consent, in accordance with Condition 14.02 hereof, to a Material Change in the substance of these Conditions.

14.06 Any notices concerning this Condition 14 of the Conditions will be made in accordance with sections 5 et seqq. of the SchVG and Condition 13 of the Conditions.

14.07 The rights of Holders arising under Condition 14 of the Conditions may only be exercised in accordance with DTC's applicable procedures.

14.08 The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Siemens Aktiengesellschaft.

15. Further Notes

The Issuer is entitled, without the consent of the holder or the Holders, to issue further notes from time to time having the same terms and conditions as such Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single series with the Notes; provided that any such further notes that are not fungible with the Notes for U.S. federal income tax purposes must have a CUSIP number, ISIN and/or other securities identifying number that is different from that of the outstanding Notes.

16. Substitution of the Issuer

16.01 The Issuer is, so long as no payment of principal or interest on any of the Notes is in default, at all times entitled without the consent of the holder or the Holders, to substitute the Guarantor, or any other enterprise,

associated with the Guarantor within the meaning of section 15 *et seq.* of the German Stock Corporation Act, in its place as principal debtor (“Substitute Debtor”) in respect of all obligations arising from or in connection with the Notes provided that:

- (i) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (ii) the Substitute Debtor has obtained all necessary authorizations and may transfer to the Fiscal Agent in the Contractual Currency (as defined herein) 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 fulfillment of the payment obligations arising under the Notes;
- (iii) the Substitute Debtor has agreed to hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution except as specified in Condition 8 of the Conditions;
- (iv) the Guarantor (but only if the Guarantor is not the Substitute Debtor) irrevocably and unconditionally guarantees the payment of all sums payable by the Substitute Debtor in respect of the Notes, which comply with the conditions of the Guarantee in accordance with Condition 3.B of the Conditions; and
- (v) there shall have been delivered to the Fiscal Agent (x) an opinion or opinions of lawyers of recognized standing with respect to the affected jurisdictions confirming that the provisions of (i), (ii), (iii) and (iv) above have been satisfied and (y) an opinion reasonably acceptable to the Fiscal Agent of United States counsel confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such substitution and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such substitution had not occurred. The lawyers shall be selected by Siemens Aktiengesellschaft.

16.02 Notice of any such substitution shall be published in accordance with Condition 13 of the Conditions.

16.03 In the event of substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in Conditions 6.02 and 8 of the Conditions an alternative reference to The Netherlands 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). In addition, the reference in Condition 7.01(vii) of the Conditions to the term “Guarantee” shall, in the event of a substitution, include a reference to the guarantee given by the Guarantor pursuant to Condition 16.01(iv) of the Conditions.

16.04 The surviving entity (the “**Surviving Entity**”) of the Issuer’s merger (the “**Merged Issuer**”), consolidation or other form of combination with another company, whether of a type described in Condition 7.01(v) of the Conditions or otherwise, will not be considered a Substitute Debtor and will not have to qualify as such under this Condition 16, provided that such Surviving Entity replaces the Merged Issuer and becomes and remains bound by all obligations contracted by the Merged Issuer in connection with the Notes.

17. Currency Indemnity

The Notes are denominated in U.S. Dollars (the “**Contractual Currency**”). The Contractual Currency is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer will only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder in respect of such Note the Issuer will indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer will

indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any Holder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss aforesaid will be deemed to constitute a loss suffered by the relevant Holder and no proof or evidence of any actual loss will be required by the Issuer.

18. Law and Jurisdiction

18.01 The Notes, as to form and content, and the rights and obligations arising out of and in connection with the Notes, are exclusively governed by, and will be construed in accordance with, German law without giving effect to the principles of conflict of laws thereof (*Kollisionsnormen des deutschen Internationalen Privatrechts*). Any disposition (*Verfügung*) of the Notes, including transfers and pledges, executed between Participants and between DTC itself and Participants shall be governed by the laws of the State of New York.

To the extent permitted pursuant to Council Regulation (EC) No. 864/2007 of July 11, 2007, on the law applicable to non-contractual obligations, all non-contractual claims arising out of or in connection with the Notes shall be governed by and construed in accordance with German law without giving effect to the conflict of laws provisions of German international private law.

18.02 The Issuer and the Holders irrevocably agree that the competent courts of Munich (*Amtsgericht* or *Landgericht*) will have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submit to the jurisdiction of such courts.

18.03 The Issuer and the Holders irrevocably waive any objection which they might now or hereafter have to the competent courts of Munich (*Amtsgericht* or *Landgericht*) being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agree not to claim that any such court is not a convenient or appropriate forum.

19. Language and Interpretation

19.01 These Conditions are written in the English language. The English text shall be binding and decisive.

19.02 These Conditions and its terms are construed pursuant to German law. If the English legal meaning differs from the German legal meaning of these Conditions and its terms, the German meaning will prevail. A German term in parenthesis and/or italics inserted herein is binding for the interpretation of the relevant term in these Conditions.

19.03 German legal concepts which are addressed in the English language in these Conditions will be interpreted pursuant to German law and not with a view to the meaning of such English terms in any other jurisdiction.

19.04 The German translation of these Conditions is for convenience only and is available during normal business hours at the office of the Fiscal Agent.

19.05 Any Holder may in any proceeding against the Issuer or to which the Holder and the Issuer are parties protect and enforce in its own name its rights arising under its Notes on the basis of (a) a certificate issued by its Custodian (i) stating the full name and address of the Holder, (ii) specifying a principal amount of Notes credited on the date of such statement to such Holder's securities account maintained with such Custodian and (iii) confirming that the Custodian has given a written notice to DTC and the Registrar containing the information pursuant to (i) and (ii) and bearing acknowledgements of DTC and the relevant DTC Participant and (b) a copy of the relevant Global Note certified as being a true copy by a duly authorized officer of DTC or the Registrar.

19.06 Unless or until Certificated Notes have been issued and to the extent that these Conditions confer rights to the Holders, the holder shall not be entitled to exercise those rights. The rights of Holders arising under Condition 14 of the Conditions may only be exercised in accordance with DTC's applicable procedures.

The following is the text of the terms and conditions applicable to the 1.450% Notes B, the 2.150% Notes C, the 2.900% Notes D, the 3.250% Notes E and the 4.400% Notes F (the “Terms and Conditions of the Fixed Rate Notes”). The Terms and Conditions of the Fixed Rate Notes will be attached to the respective Global Notes.

Each of the Global Notes shall bear the applicable legend set out in “Transfer Restrictions”.

Terms and Conditions of the Fixed Rate Notes

1. Definitions and Interpretation

Unless the context otherwise requires, the following terms will have the following meanings in these terms and conditions of the Notes (the “**Conditions**”):

“**Additional Amounts**” has the meaning specified in Condition 8.01 of the Conditions.

“**Agents**” has the meaning specified in Condition 11.01 of the Conditions.

“**Appointment**” has the meaning specified in Condition 3.B(v) of the Conditions.

“**Appropriate Enterprise of Recognized Standing**” has the meaning specified in Condition 3.B(v) of the Conditions.

“**Business Day**” has the meaning specified in Condition 9.03 of the Conditions.

“**Calculation Period**” has the meaning specified in Condition 5.04 of the Conditions.

“**Capital Market Issue**” has the meaning specified in Condition 4.02 of the Conditions.

“**Certificated Notes**” has the meaning specified in Condition 2.04 of the Conditions.

“**Conditions**” has the meaning specified in Condition 1 of the Conditions.

“**Contractual Currency**” has the meaning specified in Condition 17 of the Conditions.

“**Custodian**” has the meaning specified in Condition 3.B(ix) of the Conditions.

“**Day Count Fraction**” has the meaning specified in Condition 5.04 of the Conditions.

“**Disputes**” has the meaning specified in Condition 18.02 of the Conditions.

“**Distribution Compliance Period**” has the meaning specified in Condition 2.07 of the Conditions.

“**DTC**” has the meaning specified in Condition 2.04 of the Conditions.

“**due date**” has the meaning specified in Condition 9.04 of the Conditions.

“**Early Redemption Amount**” has the meaning specified in Condition 6.02 of the Conditions.

“**Early Redemption Amount (Call)**” has the meaning specified in Condition 6.04 of the Conditions.

“**Early Redemption Date (Call)**” has the meaning specified in Condition 6.05 of the Conditions.

“**Event of Default**” has the meaning specified in Condition 7.01 of the Conditions.

“**FATCA**” has the meaning specified in Condition 8.01 of the Conditions.

“**Fiscal Agent**” has the meaning specified in Condition 2.02 of the Conditions.

“**Global Notes**” has the meaning specified in Condition 2.02 of the Conditions.

“**Guarantee**” has the meaning specified in Condition 3.B of the Conditions.

“**Guarantor**” has the meaning specified in Condition 3.B of the Conditions.

“**H.15 (519)**” has the meaning specified in Condition 6.04 of the Conditions.

“**holder**” means the person or persons whose names appear in the Register.

“Holders” means (a) in the case of Notes represented by Global Notes, any beneficial owner of a book-entry interest in the Notes, and (b) in case of Notes represented by Certificated Notes, the person or persons whose names appear in the Register.

“ICSD” has the meaning specified in Condition 2.04 of the Conditions.

“interest” has the meaning specified in Condition 9.05 of the Conditions.

“Interest Payment Date” has the meaning specified in Condition 5.01 of the Conditions.

“International Bond Issue” has the meaning specified in Condition 3.C of the Conditions.

“Issue and Paying Agency Agreement” has the meaning specified in Condition 11.02 of the Conditions.

“Issuer” has the meaning specified in Condition 2.01 of the Conditions.

“Issue Date” has the meaning specified in Condition 5.01 of the Conditions.

“Joint Representative” has the meaning specified in Condition 14.05 of the Conditions.

“Material Change” has the meaning specified in Condition 14.01 of the Conditions.

“Maturity Date B” has the meaning specified in Condition 6.01 of the Conditions.

“Maturity Date C” has the meaning specified in Condition 6.01 of the Conditions.

“Maturity Date D” has the meaning specified in Condition 6.01 of the Conditions.

“Maturity Date E” has the meaning specified in Condition 6.01 of the Conditions.

“Maturity Date F” has the meaning specified in Condition 6.01 of the Conditions.

“Maturity Redemption Amount” has the meaning specified in Condition 6.01 of the Conditions.

“Merged Issuer” has the meaning specified in Condition 16.04 of the Conditions.

“New York Business Day” has the meaning specified in Condition 9.02 of the Conditions.

“Notes” has the meaning specified in Condition 2.01 of the Conditions.

“Notes B” has the meaning specified in Condition 2.01 of the Conditions.

“Notes C” has the meaning specified in Condition 2.01 of the Conditions.

“Notes D” has the meaning specified in Condition 2.01 of the Conditions.

“Notes E” has the meaning specified in Condition 2.01 of the Conditions.

“Notes F” has the meaning specified in Condition 2.01 of the Conditions.

“Outstanding Principal Amount” has the meaning specified in Condition 5.02 of the Conditions.

“Participants” has the meaning specified in Condition 2.04 of the Conditions.

“Paying Agent” has the meaning specified in Condition 11.01 of the Conditions.

“payment date” has the meaning specified in Condition 9.04 of the Conditions.

“principal” has the meaning specified in Condition 9.05 of the Conditions.

“Proceedings” has the meaning specified in Condition 18.02 of the Conditions.

“Qualified Majority” has the meaning specified in Condition 14.02 of the Conditions.

“Record Date” has the meaning specified in Condition 9.02 of the Conditions.

“Redemption Amount” has the meaning specified in Condition 6.08 of the Conditions.

“**Register**” has the meaning specified in Condition 2.04 of the Conditions.

“**Registrar**” has the meaning specified in Condition 11.01 of the Conditions.

“**Regulation S Global Note**” has the meaning specified in Condition 2.02 of the Conditions.

“**Relevant Date**” has the meaning specified in Condition 8.02 of the Conditions.

“**Replacement Agent**” has the meaning specified in Condition 12 of the Conditions.

“**Rights**” has the meaning specified in Condition 3.B(i) of the Conditions.

“**Rule 144A Global Note**” has the meaning specified in Condition 2.02 of the Conditions.

“**SchVG**” has the meaning specified in Condition 14.01 of the Conditions.

“**Substitute Debtor**” has the meaning specified in Condition 16.01 of the Conditions.

“**Surviving Entity**” has the meaning specified in Condition 16.04 of the Conditions.

“**Tax Law Change**” has the meaning specified in Condition 6.02 of the Conditions.

“**Transfer Agent**” has the meaning specified in Condition 11.01 of the Conditions.

“**Treasury Rate**” has the meaning specified in Condition 6.04 of the Conditions.

“**Trust Agreement**” has the meaning specified in Condition 3.B(i) of the Conditions.

“**Trustee**” has the meaning specified in Condition 3.B(i) of the Conditions.

“**United States**” has the meaning specified in Condition 2.02 of the Conditions.

“**U.S. Securities Act**” has the meaning specified in Condition 2.02 of the Conditions.

2. Form, Denomination and Currency

2.01 The 1.450 per cent. guaranteed notes due May 25, 2018 (the “**Notes B**”), 2.150 per cent. guaranteed notes due May 27, 2020 (the “**Notes C**”), 2.900 per cent. guaranteed notes due May 27, 2022 (the “**Notes D**”), 3.250 per cent. guaranteed notes due May 27, 2025 (the “**Notes E**”), 4.400 per cent. guaranteed notes due May 27, 2045 (the “**Notes F**” and together with the Notes B, the Notes C, the Notes D and the Notes E the “**Notes**”) are issued by Siemens Financieringsmaatschappij N.V. (the “**Issuer**”) in the aggregate principal amount of U.S.\$7,250,000,000, each Note with a denomination of U.S.\$1,000.

2.02 Each of the Notes B, C, D, E and F are represented by two or more permanent global certificates without interest coupons, each of which will represent either Notes sold in the United States of America (the “**United States**”) to Qualified Institutional Buyers as defined in, and in reliance on, Rule 144A under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) (each such global certificate, a “**Rule 144A Global Note**”) or Notes sold outside the United States to persons other than U.S. persons as defined in, and in reliance on, Regulation S under the U.S. Securities Act (each such global certificate, a “**Regulation S Global Note**” and, together with the Rule 144A Global Notes, the “**Global Notes**”). Copies of the Global Notes are available free of charge at the Fiscal Agent during normal business hours. “**Fiscal Agent**” is The Bank of New York Mellon, London Branch, with its specified office at One Canada Square, London, E14 5AL, including any legal successor in such capacity.

2.03 The minimum transferable amount of the Notes is U.S.\$250,000.

2.04 The Global Notes are kept in custody by the Fiscal Agent in New York, as custodian for The Depository Trust Company, New York (together with any successor or nominee, “**DTC**”) until all obligations of the Issuer under the Notes have been satisfied.

The Global Notes are issued in registered form in the name of Cede & Co., as nominee of DTC, recorded in a register (the “**Register**”) kept by the Registrar (as defined in Condition 11 of the Conditions) and represent the Notes credited to securities accounts maintained with DTC by financial institutions that are participants in DTC

(the “**Participants**”), including Clearstream Banking, société anonyme, Luxembourg, and Euroclear Bank SA/ NV, Brussels, and any successor in such capacity (each an “**ICSD**”). The Global Notes are each manually signed by two authorized signatories of the Issuer and will each be manually authenticated by or on behalf of the Fiscal Agent. The Notes represented by the Global Notes will equal the aggregate principal amount of the Notes outstanding at any time. Definitive certificates and interest coupons for individual Notes (“**Certificated Notes**”) shall not be issued, unless (a) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Notes and a successor depositary which shall be a clearing agency registered under the Securities Exchange Act of 1934, as amended, is not appointed by the Issuer within 90 days of such notice; or (b) an Event of Default has occurred and is continuing and the Registrar has received a request for exchange from DTC. In such case, a Holder may request the issue of definitive certificates representing its individual Notes and corresponding interest coupons, and in such event the term “holder” shall refer to the person or persons whose names appear in the Register.

2.05 The Notes represented by the Rule 144A Global Note may be exchanged for Notes represented by the Regulation S Global Note and *vice versa*. Such exchanges will be recorded in the Register and shall be effected by an increase or a decrease in the principal amount of the Rule 144A Global Note by the principal amount of Notes so exchanged and a corresponding decrease or increase in the principal amount of the Regulation S Global Note.

2.06 Transfers of Notes shall require appropriate entries in securities accounts. Exchanges of Notes pursuant to Condition 2.05 of the Conditions may not be effected during the period commencing on the Record Date (as defined in Condition 9.02 of the Conditions) and ending on the related payment date (both dates inclusive).

2.07 The following restrictions with respect to the registration of any transfer of any Note shall apply:

- (i) Except as provided for in Condition 2.04, Certificated Notes will not be issued in exchange for beneficial interests in the Global Notes; all beneficial interests in the Global Notes will be held directly or indirectly through a Participant.
- (ii) Transfers of the Global Notes will be limited to transfers of such Global Notes in whole, but not in part, to DTC, its successors or their respective nominees. Beneficial interests in the Global Notes may be transferred by the owners thereof in accordance with the rules and procedures of DTC and the provisions hereof.
- (iii) Transfers of beneficial interests in one Global Note to parties who will hold the beneficial interests through the same Global Note will be effected in the ordinary way in accordance with the respective rules and operating procedures of DTC or its Participants, as the case may be.
- (iv) Transfers of beneficial interests between Global Notes will be effected through the Transfer Agent who will contact the Registrar to procure the exchange of beneficial interests in one Global Note for beneficial interests of an equal principal amount in another Global Note; provided, however, that the Transfer Agent will not be required to accept for registration of transfer any beneficial interest in a Global Note except upon presentation of evidence satisfactory to the Registrar and the Transfer Agent of compliance with paragraphs (v) and (vi) hereafter. For each transfer of beneficial interests between the Global Notes, the Registrar shall record the appropriate endorsements to reflect the respective modifications to the aggregate principal amount of each Global Note.
- (v) Unless the Global Notes have previously been exchanged for Certificated Notes, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in a Rule 144A Global Note during the 40-day period commencing on the later of the closing date and the date of commencement of the distribution of the Notes (the “**Distribution Compliance Period**”), only if such exchange occurs in connection with a transfer of the Notes pursuant to Rule 144A and the transferor first delivers to the Registrar with respect to the Notes a written certificate (substantially in the form set forth in the Issue and Paying Agency Agreement and obtainable from the Fiscal Agent) to the effect that the Notes are being transferred to a person who the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act, acquiring the Notes for its own account or

the account of such a qualified institutional buyer in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

- (vi) Unless the Global Notes have previously been exchanged for Certificated Notes, beneficial interests in the Rule 144A Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note, whether prior to or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Registrar a written certificate (substantially in the form set forth in the Issue and Paying Agency Agreement and obtainable from the Fiscal Agent) to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S.
- (vii) Transfers of interests in Certificated Notes may be made only in accordance with the legend contained on the face of such Notes, and the Transfer Agent will not be required to accept for registration of transfer any such Notes except upon presentation of evidence satisfactory to the Registrar and the Transfer Agent that such transfer is being made in compliance with such legend.

3.A Status of the Notes

The Notes constitute unsubordinated and (subject to the provisions of Condition 3.C of the Conditions and Condition 4 of the Conditions) unsecured obligations of the Issuer ranking *pari passu* (*gleichrangig*) in any voluntary winding up (*freiwillige Abwicklung*) or formal, statutory and involuntary bankruptcy proceeding (*förmliches, gesetzlich geregeltes und unfreiwilliges Insolvenzverfahren*) according to statutory law in the jurisdiction of the place of incorporation of the Issuer without any preference among themselves (*untereinander im gleichen Rang*) and with all other unsubordinated and unsecured obligations of the Issuer except for any obligations preferred by law.

3.B Guarantee, Trust Structure

The payment obligations of the Issuer under the Notes have been guaranteed unconditionally and irrevocably by Siemens Aktiengesellschaft (the “**Guarantor**”) pursuant to a guarantee dated on or about the issue date (the “**Guarantee**”).

- (i) All present and future claims and rights arising out of or in connection with the Guarantee (together, the “**Rights**”) will be held and exercised exclusively by BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, (the “**Trustee**”) as trustee (*Treuhänder*) for the Holders pursuant to an agreement dated on or about the issue date among the Trustee, the Issuer and the Guarantor (the “**Trust Agreement**”). Under the Trust Agreement, each Holder is entitled to require from the Trustee performance of the Trustee’s obligations and to enforce such obligations against the Trustee pursuant to the Trust Agreement. For this purpose only, the Trust Agreement constitutes a contract in favor of the Holders as third party beneficiaries (*Vertrag zugunsten Dritter*) pursuant to section 328(1) of the German Civil Code (*Bürgerliches Gesetzbuch*).
- (ii) The Trustee will exclusively be entitled and upon written request by the respective Holder obliged to enforce the Rights without delay (*unverzüglich*) and to arrange for the prompt distribution of any proceeds from enforcing the Rights.
- (iii) The Trustee, when exercising the Rights, is entitled to receive reimbursement of any reasonable expenses thereby incurred, from the respective Holder, including its own reasonable expenses and costs of commissioning third parties. Should it prove necessary, the Trustee may demand a reasonable advance payment in the respective currency from the respective Holder.
- (iv) Pursuant to the Trust Agreement, the Trustee will be liable for making, failing to make or accepting statements as well as for taking or failing to take actions in connection with the Guarantee only to the extent that it fails to exercise its fiduciary duties of care, and in any case in which it fails to exercise the level of due care of a reasonable businessman (*Sorgfaltspflichten eines ordentlichen Kaufmanns*). The

liability of the Trustee for damages resulting from negligence (*einfache Fahrlässigkeit*) — except for damages resulting from injury to life, body or health — is limited to an aggregate amount of EUR 10,000,000 (Euro ten million). The Trustee may commission third parties to perform specific functions incumbent upon it but shall remain liable for the fulfillment of its obligations arising out of the Trust Agreement.

- (v) Should any event occur which, in the reasonable judgment (*vernünftige Beurteilung*) of the Trustee, results in it being unable to perform its obligations under the Trust Agreement, it will, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld), appoint another Appropriate Enterprise of Recognized Standing as its successor (the “**Appointment**”). An “**Appropriate Enterprise of Recognized Standing**” means an enterprise, organized under the laws of, and subject to supervision by regulatory authorities, if any, in the Federal Republic of Germany or in Switzerland and (i) authorized to exercise corporate trust powers, (ii) with shareholders’ equity not less than that of the Trustee, and (iii) not directly or indirectly controlled by, or under common control with, the Guarantor. Should the Trustee be unable or fail to make an Appointment, the Guarantor will do so. The Guarantor is entitled to replace the Trustee by another Appropriate Enterprise of Recognized Standing as the Trustee’s successor, for good reason. The Trustee is entitled to terminate the Trust Agreement for good reason. The Trustee may not resign from its Appointment under the Trust Agreement unless and until a successor is appointed. Notice of any such Appointment will be promptly given in accordance with Condition 13 of the Conditions and will become effective upon the giving of such notice.
- (vi) The Trust Agreement may be amended or supplemented without the consent of the Holders so long as such amendment or supplement does not materially prejudice their interests.
- (vii) A copy of the Trust Agreement is available to the Holders and persons who strongly and recognizably express a credible interest in investing in the Notes upon request, at no charge, from the Paying Agent at its specified office.
- (viii) Pursuant to the Trust Agreement, the Guarantor will pay the Trustee a remuneration in connection with the exercise of the Trustee’s obligations stipulated therein; the amount of which and the payment terms will be agreed separately between the Trustee and the Guarantor.
- (ix) In order to exercise its rights under the Trust Agreement, a Holder will be required to present to the Trustee (a) a certificate issued by its Custodian (i) stating the full name and address of the Holder, (ii) specifying a principal amount of Notes credited on the date of such statement to such Holder’s securities account maintained with such Custodian and (iii) confirming that the Custodian has given a written notice to DTC and the Registrar containing the information pursuant to (i) and (ii) and bearing acknowledgements of DTC and the relevant DTC participant and (b) a copy of the relevant Global Note certified as being a true copy by a duly authorized officer of DTC or the Registrar.

“**Custodian**” means any bank or other financial institution of recognised standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of any Notes and includes DTC and its Participants, including any other clearing system which maintains an account with or participates in DTC.

The Guarantee constitutes an unsubordinated and (subject to Condition 3.C of the Conditions) unsecured obligation of the Guarantor to the Trustee ranking *pari passu* (*gleichrangig*) in any voluntary winding up (*freiwillige Abwicklung*) or formal and involuntary bankruptcy proceeding (*förmliches, gesetzlich geregeltes und unfreiwilliges Insolvenzverfahren*) according to statutory law in the jurisdiction of the place of incorporation of the Guarantor with all other unsubordinated and unsecured obligations of the Guarantor except for any obligations preferred by law.

3.C Negative Pledge (*Negativverpflichtung*) of Siemens Aktiengesellschaft

Pursuant to the Guarantee, the Guarantor has undertaken, for so long as the Notes remain outstanding, but only up to the time at which all amounts of principal and interest in respect of the Notes have been placed at the

disposal of the Fiscal Agent, not to grant any land charge or any other security right *in rem* (*dingliches Sicherungsrecht*) over its real estate located in the Federal Republic of Germany, as security for any International Bond Issue (as defined below), without at the same time, or prior thereto, securing the Guarantee equally and ratably therewith.

In this Condition 3.C of the Conditions, “**International Bond Issue**” means each obligation of the Guarantor with an original maturity of more than one year, which is denominated or repayable in a currency or accounting unit other than the Euro, or any obligation of any of the Guarantor’s associated enterprises within the meaning of sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) which is not resident (*ansässig*) in the Federal Republic of Germany with an original maturity of more than one year, and each represented by debt securities which are, or are capable of being, listed or traded on a stock exchange or other recognized securities market (including without limitation, any over-the-counter market).

4. Negative Pledge of Siemens Financieringsmaatschappij N.V.

4.01 So long as the Notes remain outstanding, but only up to the time at which all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to create or permit to subsist any mortgage, land charge, lien or other security right *in rem* (*dingliches Sicherungsrecht*) over any part or all of its present or future assets located in The Netherlands, as security for any other Capital Market Issue (as defined below) without at the same time securing the Notes equally and ratably therewith.

This undertaking shall not apply in relation to security rights which are required by law or by an authority or those provided by the Issuer over any claims of the Issuer against any of its associated enterprises within the meaning of sections 15 et seq. of the German Stock Corporation Act or any third party, which claims exist now or arise at any time in the future, as a result of the passing on of the proceeds from the sale by the Issuer of any securities. This undertaking shall also not apply with respect to security rights provided in connection with any issuance of asset backed securities by the Issuer. The same applies, with respect to security provided in respect of any issuance of asset backed securities made by a special purpose vehicle where the Issuer is the originator of the underlying assets.

4.02 In this Condition 4 of the Conditions, “**Capital Market Issue**” means each obligation of the Issuer with an original maturity of more than one year which is represented by debt securities which are, or are capable of being, listed or traded on a stock exchange or other recognized securities market (including without limitation, any over-the-counter market).

5. Interest

5.01 The interest rate payable on the Notes will be from (and including) the date of original issuance (the “**Issue Date**”)

- in the case of the Notes B, to (but excluding) the Maturity Date B, at a rate of 1.450 per cent. per annum,
- in the case of the Notes C, to (but excluding) the Maturity Date C, at a rate of 2.150 per cent. per annum,
- in the case of the Notes D, to (but excluding) the Maturity Date D, at a rate of 2.900 per cent. per annum,
- in the case of the Notes E, to (but excluding) the Maturity Date E, at a rate of 3.250 per cent. per annum, and
- in the case of the Notes F, to (but excluding) the Maturity Date F, at a rate of 4.400 per cent. per annum.

Interest will be payable (A) on the Notes B in arrears on May 25 and November 25 in each year, with the first payment of interest on November 25, 2015, (B) on the Notes C in arrears, on May 27 and November 27 in each year, with the first payment of interest on November 27, 2015, (C) on the Notes D in arrears on May 27 and

November 27 in each year, with the first payment of interest on November 27, 2015, (D) on the Notes E in arrears on May 27 and November 27 in each year, with the first payment of interest on November 27, 2015 and (E) on the Notes F in arrears on May 27 and November 27 in each year, with the first payment of interest on November 27, 2015 (each such date, an “**Interest Payment Date**”).

5.02 Interest which has to be paid for a period of less than a full year should be calculated *pro rata temporis* by the multiplication of the product of the interest rate (as per cent.) and the Outstanding Principal Amount (as a U.S. Dollar amount) with the Day Count Fraction (as defined in Condition 5.04 of the Conditions). For the purpose of any calculations all U.S. Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up).

“**Outstanding Principal Amount**” means with respect to any Note the principal amount outstanding.

5.03 If the Issuer fails to redeem the Notes when due, interest shall continue to accrue on the principal amount outstanding from (and including) the Maturity Date until (but excluding) the date of actual payment to the Holders at the rate of interest set out in Condition 5.01 of the Conditions above plus 1 percentage point.

5.04 “Day Count Fraction” means, in respect of the calculation of an amount of interest for any period of time (“**Calculation Period**”), the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).

6. Redemption and Repurchase (*Rückzahlung und Rückkauf*)

Redemption at Maturity

6.01 Unless previously redeemed, or repurchased and cancelled each Note will be redeemed at the principal amount (the “**Maturity Redemption Amount**”)

- in the case of the Notes B, on May 25, 2018 (the “**Maturity Date B**”),
- in the case of the Notes C, on May 27, 2020 (the “**Maturity Date C**”),
- in the case of the Notes D, on May 27, 2022 (the “**Maturity Date D**”),
- in the case of the Notes E, on May 27, 2025 (the “**Maturity Date E**”), and
- in the case of the Notes F, on May 27, 2045 (the “**Maturity Date F**”).

Early Redemption for Reasons of Taxation

6.02 Should the Issuer and/or the Guarantor, as a result of any Tax Law Change (as defined below) be, or become, required to pay Additional Amounts (as defined in Condition 8 of the Conditions) on the next succeeding Interest Payment Date (as defined in Condition 5 of the Conditions) the Notes may be redeemed early, in whole but not in part, at the option of the Issuer, with notice to the Holders.

The period for the redemption notice shall be no less than 30 and no more than 60 days. The Notes shall be redeemed at the principal amount, together with accrued and unpaid interest to (but excluding) the date fixed for redemption (the “**Early Redemption Amount**”).

No such right exists where the payment of Additional Amounts can be avoided by use of reasonable measures available to the Issuer and/or the Guarantor.

A “**Tax Law Change**” is

- (i) every change in, or amendment to, the laws or regulations regarding taxes or levies of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein, or

- (ii) every change in, or amendment to, the application or the official interpretation, of such laws or regulations, or
- (iii) every change or amendment of action and/or decision taken by any taxing authority, or any court of competent jurisdiction of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein, whether or not such action and/or decision was taken or brought in connection with the Issuer or the Guarantor, or
- (iv) any officially proposed change, amendment, reformulation, application, interpretation or execution of any rulings or regulations promulgated thereunder in respect of the laws of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein.

The redemption is conditional on such change, amendment, reformulation, application, interpretation or execution coming into effect on or after the date on which the Notes were issued.

However, such redemption may not be made

- (i) earlier than 90 days prior to the earliest date on which the Issuer and/or the Guarantor would be obligated to pay such Additional Amounts, were a payment in respect of the Notes then to be due, or
- (ii) if at the time such notice is given, the obligation to pay such Additional Amounts no longer exists.

Notice of any such redemption is to be given in accordance with Condition 13 of the Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a summary statement of the circumstances entitling the Issuer and/or the Guarantor to redeem the Notes.

Optional Early Redemption of the Notes upon Minimal Outstanding Aggregate Principal Amount

6.03 Should the Issuer, the Guarantor or an enterprise associated therewith within the meaning of section 15 et seq. of the German Stock Corporation Act have acquired Notes with an aggregate principal amount of 75% or more of the original aggregate principal amount and these Notes have been cancelled, the remaining outstanding Notes may be redeemed early with notice to the Holders in accordance with Condition 13 of the Conditions, in whole, but not in part, by the Issuer.

The period for the redemption notice shall be no less than 30, and no more than 60 days long. The Notes shall be redeemed at the Early Redemption Amount.

Optional Early Redemption (Call)

6.04 The Issuer may, upon notice given in accordance with Condition 6.05 of the Conditions, redeem early all or part only of the Notes.

The “**Early Redemption Amount (Call)**” means the greater of (i) 100 per cent. of the principal amount of the Notes to be redeemed plus accrued and unpaid interest, if any, to the date of redemption and all Additional Amounts, if any, then due or (ii) the sum of the present values of the remaining scheduled payments thereon discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 0.075% for the Notes B, 0.100% for the Notes C, 0.150% for the Notes D, 0.200% for the Notes E and 0.200% for the Notes F.

“**Treasury Rate**” means the annual rate equal to the semi-annual yield to maturity for United States Treasury securities maturing on the stated maturity of the Notes being redeemed and trading in the public security markets either:

- as determined by interpolation between the most recent weekly average yield to maturity for two series of United States Treasury securities trading in the public security markets,
 - one maturing as close as possible to, but earlier than, the stated maturity of the Notes being redeemed and
 - the other maturing as close as possible to, but later than, the stated maturity of the Notes being redeemed, in each case as published in the most recent H.15 (519), or

- if the weekly average yield to maturity for United States Treasury securities maturing on the stated maturity of the Notes being redeemed is reported in the most recent H.15 (519), this weekly average yield to maturity as published in such H.15 (519).

“**H.15 (519)**” means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System.

6.05 Notice of redemption shall be given by the Issuer to the Holders in accordance with Condition 13 of the Conditions, which notice will specify:

- the Notes subject to redemption;
- whether such Notes are to be redeemed in whole or only some of them are to be redeemed and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
- the due date for such redemption (the “**Early Redemption Date (Call)**”), which will be not less than 30 days nor more than 60 days after the date on which the Issuer exercises its redemption rights against the Holders; and
- the Early Redemption Amount (Call) at which such Notes are to be redeemed.

If only some of the Notes are to be redeemed on any date in accordance with Condition 6.04 of the Conditions, the Notes to be redeemed will be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place (save for the United States) as the Fiscal Agent may approve and deem appropriate and fair (*angemessen und zutreffend*); with respect to interests in any definitive Global Note such redemption will be effected in accordance with the rules of DTC, or any other relevant clearing system and subject always to compliance with all applicable laws.

Repurchase of Notes

6.06 The Issuer or the Guarantor or any of their respective subsidiaries may at any time repurchase Notes in the open market or otherwise at any price. Such acquired Notes may be held, cancelled or sold at the discretion of the Issuer or the Guarantor.

Cancellation of Redeemed Notes

6.07 All Notes redeemed in full will be cancelled forthwith and may not be reissued or resold.

References to Redemption Amount

6.08 References herein to “**Redemption Amount**” will mean the Maturity Redemption Amount, Early Redemption Amount or Early Redemption Amount (Call).

7. Events of Default (*Kündigungsründe*)

7.01 Each Holder shall be entitled to declare its Notes due and demand immediate redemption thereof at the principal amount, together with accrued interest (if any) to (but excluding) the date of repayment, in the following circumstances (each, an “**Event of Default**”):

- principal or interest is not paid within 30 days from the relevant due date; or
- the Issuer fails duly to perform any other material obligation arising from the Notes, or the Guarantor fails to perform any obligation arising from the undertaking referred to in Condition 3.C of the Conditions, and such failure continues for more than 60 days after the Fiscal Agent has received notice thereof from a Holder; or
- the Issuer or the Guarantor announces that it is unable to meet its financial obligations; or
- a competent court opens insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings, or the Issuer applies for a “*surseance van betaling*” (within the meaning of The Bankruptcy Act of The Netherlands, Faillissementswet); this sub-clause does not apply to frivolous or vexatious proceedings that are without merit; or

- (v) the Issuer or the Guarantor goes into liquidation, unless this is in connection with a merger, or consolidation or other form of merging/combining with another company or in connection with a restructuring and the other or new company assumes all obligations assumed by the Issuer and the Guarantor in connection with the Notes; or
- (vi) a competent court passes judgment at the instigation of the Dutch Central Bank that the Issuer finds itself in a situation in which pursuant to chapter 3.5.5 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, as amended from time to time) *special measures (noodregeling)* are required; or
- (vii) the Guarantee becomes invalid.

No other event or circumstance entitles the Holder to redemption of its Notes before the Maturity Date.

The right to declare any Note due and request redemption thereof under this Condition 7 of the Conditions shall terminate if the situation giving rise thereto has been cured or has lapsed before such right is exercised.

7.02 Any notice, including any notice declaring Notes due and requesting redemption thereof in accordance with Condition 7.01 of the Conditions, shall be made by means of a written declaration in the English language delivered by hand or registered mail to the Fiscal Agent. Such notice shall be given together with proof in accordance with Condition 19.05 of the Conditions that such Holder at the time of such notice is the Holder of the relevant Notes.

7.03 A notice given pursuant to Condition 7.01(i) through (vii) of the Conditions shall become effective only when the Fiscal Agent has received such notices from the Holders of at least 25% in principal amount of the Notes then outstanding.

8. Taxation

8.01 All amounts payable on the Notes, whether interest or principal shall be payable without deduction or withholding at source for or on account of any present or future taxes or other duties of any nature whatsoever imposed or charged by or on behalf of the Federal Republic of Germany or The Netherlands or by or on behalf of any political subdivision or authority thereof having the power to tax, unless such deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts (“**Additional Amounts**”) as may be necessary in order that the net amount received by the Holders after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable by the Holders had no such deduction or withholding been required. No such Additional Amounts shall, however, be payable in relation to any payment in respect of any Note on account of any taxes or duties which:

- (i) are payable by any person acting as a custodian bank or collecting agent on behalf of a Holder or otherwise in any manner which does not constitute a deduction or withholding by or on behalf of the Issuer from payments of principal or interest made by it; or
- (ii) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for the purpose of taxation are deemed to be, derived from sources or are secured, in The Netherlands or the Federal Republic of Germany; or
- (iii) are deducted or withheld as a result of (i) the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to such Directive, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or The Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (iv) have to be paid in respect of any Note presented for payment more than 30 days after the Relevant Date, except to the extent, that the relevant Holder of such Note would have been entitled to such Additional Amounts on presenting the same for payment on or before the expiry of such period of 30 days; or

- (v) are payable by reason of a Tax Law Change that becomes effective more than 30 days after the Relevant Date; or
- (vi) have to be paid in respect of any Note presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another paying agent in a Member State of the European Union.

Notwithstanding anything else in these Conditions, the Issuer shall not be liable for or otherwise be obliged to pay any tax, duty, withholding or other payment which may arise as a result of any tax withheld or deducted as required by the rules of 1471 through 1474 (relating to the Foreign Account Tax Compliance Act, “**FATCA**”) of the U.S. Internal Revenue Code of 1986, as amended. This includes any amended or successor provisions, pursuant to (i) any inter-governmental agreement, (ii) implementing legislation adopted by another jurisdiction in connection with these provisions, or (iii) pursuant to any agreement with the U.S. Internal Revenue Service as a result of a Holder, beneficial owner or intermediary that is not an agent of the Issuer not being entitled to receive payments free of this withholding. The Issuer will have no obligation to pay any additional amounts or otherwise indemnify a Holder for any such withholding deducted or withheld by the Issuer, a paying agent or any other party.

8.02 For the purposes of these Conditions, the “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the amount payable has not been received by the Fiscal Agent on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received by the Fiscal Agent and being available for payment to Holders, notice to that effect shall have been duly given to the Holders in accordance with Condition 13 of the Conditions.

8.03 If at any time the Issuer or the Guarantor becomes subject to any taxing jurisdiction other than, or in addition to, the jurisdictions of the place of residence or country of incorporation of the Issuer or the Guarantor, references in Condition 6.02 and Condition 8.01 of the Conditions to the jurisdiction of the Issuer and the Guarantor will be read and construed as references to the jurisdiction of the Issuer or the Guarantor and/or to such other jurisdiction(s).

9. Payments

9.01 Payments of principal of, and interest on, the Notes will be made on the relevant payment date to DTC for credit to the accounts of the respective Participants in U.S. Dollars for credit to the Holders as set forth below. The amount of payments in principal will correspond to the aggregate principal amount of Notes represented by the Global Notes, as established at the close of business on the relevant Record Date. Payments of principal will be made upon presentation and surrender of the Global Notes to the Paying Agent.

The Issuer or, as the case may be, the Guarantor will be discharged from its duty of payment by making payment to, or to the order of, DTC.

Following an exchange of the Global Notes for Certificated Notes, payment of principal and interest in respect of the Certificated Notes shall be payable at the corporate trust office of the Fiscal Agent, which is currently located at 101 Barclay Street, New York, New York 10286, United States of America or such other office of the Fiscal Agent as notified in accordance with Condition 13 of the Conditions. In such case, the Issuer or, as the case may be, the Guarantor will be discharged from its duty of payment by making payment to, or to the order of, the holders.

9.02 The record date (the “**Record Date**”) (*Stichtag*) for purposes of payments of principal and interest will be, in respect of each such payment, the New York Business Day preceding the relevant due date. In the case of Certificated Notes, the Record Date will be the thirtieth New York Business Day preceding the relevant due date.

“**New York Business Day**” means any day on which banking institutions in New York City, New York, United States, are not obliged and not authorized to close.

9.03 If any due date for payment of principal or interest in U.S. Dollars is not a Business Day, such payment will not be made until the next day which is a Business Day, and no further interest shall be paid in respect of the delay in such payment.

“**Business Day**” means a day which is a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business and settle payments in U.S. Dollars in New York, New York, United States, and London, United Kingdom.

9.04 For the purposes of these Conditions “**payment date**” means the day on which the payment is actually to be made, where applicable as adjusted in accordance with Condition 9.03 of the Conditions, and “**due date**” means the payment date provided for herein, without taking account of any such adjustment.

9.05 Any reference in these Conditions to “**interest**” in respect of the Notes will include all amounts payable pursuant to Condition 5 of the Conditions and, if applicable, the Additional Amounts which may be payable under Condition 8 of the Conditions. Unless the context otherwise requires, any reference in these Conditions to “**principal**” will include any premium payable in respect of any Note or Redemption Amount and any other amounts in the nature of principal payable pursuant to these Conditions, and, if applicable, the Additional Amounts which may be payable under Condition 8 of the Conditions.

10. Presentation Period

In respect of the principal amount of the Notes, the presentation period provided in the first sentence of section 801 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years.

11. The Agents

11.01 The initial paying agent and its initial specified office is Bank of New York Mellon, London Branch, One Canada Square, London, E14 5AL (which initially acts also as Fiscal Agent) (the “**Paying Agent**”). The Paying Agent will also act as initial registrar (the “**Registrar**”) and as initial transfer agent (the “**Transfer Agent**”). Each of the Paying Agent, the Fiscal Agent, the Registrar and the Transfer Agent (together, the “**Agents**”) may not resign its duties without a successor having been appointed. The Issuer and the Guarantor reserve the right to vary or terminate the appointment of any Agent and to appoint additional or other Agents provided that they will at all times maintain (i) a Fiscal Agent, (ii) a Paying Agent (which may be the Fiscal Agent) with a specified office in an European Union member state, if any, that will not be obliged to withhold or deduct tax if the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Counsel Meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such directive, is introduced and (iii) a Registrar and (iv) a Transfer Agent. The Agents reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of any Agent will be given promptly by the Issuer to the Holders in accordance with Condition 13 of the Conditions.

11.02 The Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligations towards or relationship of agency or trust for any Holder and each of them will only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto. “**Issue and Paying Agency Agreement**” means the Issue and Paying Agency Agreement dated on or about May 27, 2015 among, *inter alia*, the Guarantor, the Issuer and The Bank of New York Mellon, London Branch, which is available at the office of the Fiscal Agent during normal business hours.

12. Replacement of Notes

If any Note is lost, stolen, damaged, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or the Paying Agent (“**Replacement Agent**”), subject to all applicable laws upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer, the Guarantor and the Replacement Agent may require. Mutilated or defaced Notes must be surrendered before replacements will be delivered therefor.

13. Notices

13.01 The Issuer will deliver all notices required to be made in accordance with the Conditions, to DTC for communication by DTC to the Holders. Any such notice shall be deemed to have been given to the Holders on the fourth day after the day on which the said notice was given to DTC.

13.02 Alternatively, in particular in case Certificated Notes have been issued, notices to Holders will be deemed to be validly given if published in a leading newspaper in the English language and of general circulation in London (which is expected to be the Financial Times). Any notice so given will be deemed to have been validly given on the date of first such publication.

14. Amendments to the Conditions and to the Guarantee

14.01 The Issuer may amend these Conditions by way of a majority resolution of the Holders pursuant to sections 5 et seq. of the German Act on Issue of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – “**SchVG**”), as amended from time to time. The Holders may consent to amendments which materially change the substance of these Conditions, including (each, a “**Material Change**”):

- (i) changes in the due date, or reduction or exclusion of interest; or
- (ii) changes in the due date of the principal amount; or
- (iii) reduction of the principal amount; or
- (iv) subordination of the claims under the Notes during an insolvency proceeding of the Issuer; or
- (v) conversion or exchange of the Notes into shares, other securities or other promises of performance; or
- (vi) substitution or release of security; or
- (vii) changes in the Contractual Currency; or
- (viii) waiver or limitation of the Holders’ right of redemption;

14.02 Except as provided by the following sentence and provided that a quorum as provided in the SchVG has been achieved, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Provided that a quorum has been achieved, resolutions which materially change the substance of these Conditions, in particular a Material Change, require a qualified majority of at least 75 per cent. of the voting rights participating in the vote to become effective (a “**Qualified Majority**”).

14.03 All votes will be carried out, subject to the next sentence, exclusively by way of a vote without a meeting. A meeting of Holders, and the bearing of the costs of such meeting by the Issuer, shall only occur in the circumstance of section 18, para. 4, sentence 2 of the SchVG. The request for voting will provide for further details relating to the resolutions to be voted on and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.

14.04 Each Holder shall be entitled to participate in votes in accordance with the principal amount or notional share of its entitlement to the outstanding Notes. Special written confirmation dated the date of the vote from the Custodian of the relevant Holder is sufficient evidence in accordance with Condition 19.05 of the Conditions of the eligibility of the Holder to participate in such vote. If a confirmation which is dated the date of the vote cannot be provided, then, in addition, a blocking instruction from the Custodian of the relevant Holder is required, which evidences that the relevant Notes are not able to be transferred during the period from the date of such confirmation until the effective time of the vote.

14.05 The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the “**Joint Representative**”), the duties and responsibilities and the rights 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. The appointment of a Joint Representative requires a Qualified Majority if such Joint Representative is to be authorised to consent, in accordance with Condition 14.02 hereof, to a Material Change in the substance of these Conditions.

14.06 Any notices concerning this Condition 14 of the Conditions will be made in accordance with sections 5 et seqq. of the SchVG and Condition 13 of the Conditions.

14.07 The rights of Holders arising under Condition 14 of the Conditions may only be exercised in accordance with DTC's applicable procedures.

14.08 The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Siemens Aktiengesellschaft.

15. Further Notes

The Issuer is entitled, without the consent of the holder or the Holders, to issue further notes from time to time having the same terms and conditions as such Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single series with the Notes; provided that any such further notes that are not fungible with the Notes for U.S. federal income tax purposes must have a CUSIP number, ISIN and/or other securities identifying number that is different from that of the outstanding Notes.

16. Substitution of the Issuer

16.01 The Issuer is, so long as no payment of principal or interest on any of the Notes is in default, at all times entitled without the consent of the holder or the Holders, to substitute the Guarantor, or any other enterprise, associated with the Guarantor within the meaning of section 15 *et seq.* of the German Stock Corporation Act, in its place as principal debtor ("**Substitute Debtor**") in respect of all obligations arising from or in connection with the Notes provided that:

- (i) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (ii) the Substitute Debtor has obtained all necessary authorizations and may transfer to the Fiscal Agent in the Contractual Currency (as defined herein) 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 fulfillment of the payment obligations arising under the Notes;
- (iii) the Substitute Debtor has agreed to hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution except as specified in Condition 8 of the Conditions;
- (iv) the Guarantor (but only if the Guarantor is not the Substitute Debtor) irrevocably and unconditionally guarantees the payment of all sums payable by the Substitute Debtor in respect of the Notes, which comply with the conditions of the Guarantee in accordance with Condition 3.B of the Conditions; and
- (v) there shall have been delivered to the Fiscal Agent (x) an opinion or opinions of lawyers of recognized standing with respect to the affected jurisdictions confirming that the provisions of (i), (ii), (iii) and (iv) above have been satisfied and (y) an opinion reasonably acceptable to the Fiscal Agent of United States counsel confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such substitution and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such substitution had not occurred. The lawyers shall be selected by Siemens Aktiengesellschaft.

16.02 Notice of any such substitution shall be published in accordance with Condition 13 of the Conditions.

16.03 In the event of substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in Conditions 6.02 and 8 of the Conditions an alternative reference to The Netherlands 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). In addition, the reference in Condition 7.01(vii) of the Conditions to the term “Guarantee” shall, in the event of a substitution, include a reference to the guarantee given by the Guarantor pursuant to Condition 16.01(iv) of the Conditions.

16.04 The surviving entity (the “**Surviving Entity**”) of the Issuer’s merger (the “**Merged Issuer**”), consolidation or other form of combination with another company, whether of a type described in Condition 7.01(v) of the Conditions or otherwise, will not be considered a Substitute Debtor and will not have to qualify as such under this Condition 16, provided that such Surviving Entity replaces the Merged Issuer and becomes and remains bound by all obligations contracted by the Merged Issuer in connection with the Notes.

17. Currency Indemnity

The Notes are denominated in U.S. Dollars (the “**Contractual Currency**”). The Contractual Currency is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer will only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder in respect of such Note the Issuer will indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer will indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer’s other obligations, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any Holder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss aforesaid will be deemed to constitute a loss suffered by the relevant Holder and no proof or evidence of any actual loss will be required by the Issuer.

18. Law and Jurisdiction

18.01 The Notes, as to form and content, and the rights and obligations arising out of and in connection with the Notes, are exclusively governed by, and will be construed in accordance with, German law without giving effect to the principles of conflict of laws thereof (*Kollisionsnormen des deutschen Internationalen Privatrechts*). Any disposition (*Verfügung*) of the Notes, including transfers and pledges, executed between Participants and between DTC itself and Participants shall be governed by the laws of the State of New York.

To the extent permitted pursuant to Council Regulation (EC) No. 864/2007 of July 11, 2007, on the law applicable to non-contractual obligations, all non-contractual claims arising out of or in connection with the Notes shall be governed by and construed in accordance with German law without giving effect to the conflict of laws provisions of German international private law.

18.02 The Issuer and the Holders irrevocably agree that the competent courts of Munich (*Amtsgericht* or *Landgericht*) will have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submit to the jurisdiction of such courts.

18.03 The Issuer and the Holders irrevocably waive any objection which they might now or hereafter have to the competent courts of Munich (*Amtsgericht* or *Landgericht*) being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agree not to claim that any such court is not a convenient or appropriate forum.

19. Language and Interpretation

19.01 These Conditions are written in the English language. The English text shall be binding and decisive.

19.02 These Conditions and its terms are construed pursuant to German law. If the English legal meaning differs from the German legal meaning of these Conditions and its terms, the German meaning will prevail. A German term in parenthesis and/or italics inserted herein is binding for the interpretation of the relevant term in these Conditions.

19.03 German legal concepts which are addressed in the English language in these Conditions will be interpreted pursuant to German law and not with a view to the meaning of such English terms in any other jurisdiction.

19.04 The German translation of these Conditions is for convenience only and is available during normal business hours at the office of the Fiscal Agent.

19.05 Any Holder may in any proceeding against the Issuer or to which the Holder and the Issuer are parties protect and enforce in its own name its rights arising under its Notes on the basis of (a) a certificate issued by its Custodian (i) stating the full name and address of the Holder, (ii) specifying a principal amount of Notes credited on the date of such statement to such Holder's securities account maintained with such Custodian and (iii) confirming that the Custodian has given a written notice to DTC and the Registrar containing the information pursuant to (i) and (ii) and bearing acknowledgements of DTC and the relevant DTC Participant and (b) a copy of the relevant Global Note certified as being a true copy by a duly authorized officer of DTC or the Registrar.

19.06 Unless or until Certificated Notes have been issued and to the extent that these Conditions confer rights to the Holders, the holder shall not be entitled to exercise those rights. The rights of Holders arising under Condition 14 of the Conditions may only be exercised in accordance with DTC's applicable procedures.

10. DESCRIPTION OF THE TRUSTEE

The Trustee, BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, is a company engaged in the assumption of trusteeships and one of the leading companies for audit and audit related services, tax consulting and business law consulting as well as advisory services. The Trustee is registered in the commercial register of the local court of Hamburg under HRB 1981. The Issuer had been advised that the share capital of the Trustee amounts to EUR 7,800,000.

The Trustee is a founding member of the international BDO network. BDO is an international network of public accounting, tax and advisory firms which perform professional services under the name of BDO. These firms have representation in 152 territories, with almost 60,000 people working out of 1,328 offices worldwide.

11. TERMS AND CONDITIONS OF THE GUARANTEE

GUARANTEE

by

SIEMENS AKTIENGESELLSCHAFT

(a stock corporation incorporated in the Federal Republic of Germany)

in respect of Notes issued by

SIEMENS FINANCIERINGSMAATSCHAPPIJ N.V.

(a public company with limited liability incorporated in The Netherlands)

WHEREAS

(A) The Issuer will issue Regulation S Notes (as defined below) which will be offered and sold outside the United States of America in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933 (the “**Securities Act**”) (the “**Regulation S Notes**”). Further, it will also issue Rule 144A Notes (as defined below) which will be offered and sold in the United States of America to Qualified Institutional Buyers (as defined in, and in reliance on, Rule 144A (“**Rule 144A**”) under the Securities Act (the “**Rule 144A Notes**”, together with the Regulation S Notes, the “**Notes**”).

(B) The Guarantor has authority to give a Guarantee (*Garantie*) in respect of the Notes.

IT IS HEREBY AGREED as follows:

1. Definitions

In this Guarantee:

“**Conditions**” means the terms and conditions of the Notes.

“**Holder**” means (a) in the case of Notes represented by Global Notes, any beneficial owner of book-entry interest in the Notes, and (b) in case of Notes represented by Certificated Notes, the person or persons whose names appear in the Register.

“**Issuer**” means Siemens Financieringsmaatschappij N.V. and, upon any substitution in accordance with Condition 16 of the Conditions, any Substitute Debtor (other than Siemens Aktiengesellschaft).

“**Trustee**” means BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, acting as trustee (*Treuhänder*) for the Holders.

“**Trust Agreement**” means the trust agreement between the Trustee, the Issuer and the Guarantor dated on or about the issue date of the Notes.

Expressions defined in the Conditions will have the same meanings in this Guarantee unless otherwise defined herein.

2. Guarantee

Siemens Aktiengesellschaft (“**Guarantor**”) hereby unconditionally and irrevocably guarantees to the Trustee the payment of all amounts due in accordance with the Conditions.

The Guarantee constitutes an unsubordinated and (subject to the negative pledge below) unsecured obligation of the Guarantor to the Trustee ranking *pari passu* (*gleichrangig*) in any voluntary winding up (*freiwillige Abwicklung*) or formal, statutory and involuntary bankruptcy proceeding (*förmliches, gesetzlich geregeltes und unfreiwilliges Insolvenzverfahren*) according to statutory law in the jurisdiction of the place of incorporation of the Guarantor with all other unsubordinated and unsecured obligations of the Guarantor except for any obligations preferred by law.

Upon written request of the Trustee, the Guarantor will effect all payments under this Guarantee, if the Issuer for any reason fails to effect payment of the amounts due in accordance with the Conditions. Payments in connection with this Guarantee shall be made solely in accordance with Condition 9 of the Conditions.

The rights arising from this Guarantee will be held and exercised exclusively by the Trustee.

The Guarantor undertakes, for so long as the Notes remain outstanding, but only up to the time at which all amounts of principal and interest in respect of the Notes have been placed at the disposal of the Fiscal Agent, not to grant any land charge or other security right *in rem* (*dingliches Sicherungsrecht*) over its real estate located in the Federal Republic of Germany, as security for any International Bond Issue (as defined below) without at the same time, or prior thereto, securing this Guarantee equally and ratably therewith.

“International Bond Issue” means any obligation of the Guarantor with an original maturity of more than one year, which is denominated or repayable in a currency or accounting unit other than the Euro, or any obligation of any of the Guarantor’s associated enterprises within the meaning of sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) which is not resident (*ansässig*) in the Federal Republic of Germany with an original maturity of more than one year, and, each represented by debt securities which are, or are capable of being, listed or traded on a stock exchange or other recognized securities market (including, without limitation, any over-the-counter-market).

The intent and purpose of this Guarantee is to ensure that the Trustee receives regardless of the validity and enforceability of the obligations of the Issuer or any company which may have been substituted for the Issuer pursuant to Condition 16 of the Conditions (a **“Substitute Debtor”**) and irrespective of any other grounds on which the Issuer or the Substitute Debtor is not in a position to effect payment, the amounts due under the Notes.

All amounts payable under this Guarantee shall be payable without deduction or withholding at source for or on account of any present or future taxes or other duties of any nature whatsoever imposed or charged by or on behalf of the Federal Republic of Germany or The Netherlands or by or on behalf of any political subdivision or authority thereof having the power to tax, unless such deduction or withholding is required by law. In such event, the Guarantor shall pay such additional amounts (**“Additional Amounts”**) as may be necessary in order that the net amount received by the Holders after such deduction or withholding shall equal the respective amounts, which would have been receivable by the Holders had no such deduction or withholding been required. No such Additional Amounts shall, however, be payable in relation to any payment in respect of any Note on account of any taxes or duties which:

- a) are payable by any person acting as a custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by or on behalf of the Guarantor from payments of all amounts payable by it; or
- b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments under the Guarantee are, or for the purpose of taxation are deemed to be, derived from sources or are secured, in The Netherlands or the Federal Republic of Germany; or
- c) are deducted or withheld as a result of (i) the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to such Directive, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or The Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- d) have to be paid in respect of any Note presented for payment more than 30 days after the Relevant Date, except to the extent that the relevant Holder of such Note would have been entitled to such Additional Amounts on presenting the same for payment on or before the expiry of such period of 30 days; or
- e) are payable by reason of a Tax Law Change that becomes effective more than 30 days after the Relevant Date; or

- f) have to be paid in respect of any Note presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another paying agent in a Member State of the European Union.

If at any time the Guarantor becomes subject to any taxing jurisdiction other than, or in addition to, the jurisdiction of its place of residence or its country of incorporation, references in this Guarantee to the jurisdiction of the Guarantor will be read and construed as references to the jurisdiction of the Guarantor and/or to such other jurisdiction(s).

Notwithstanding anything else in the Conditions and/or in this Guarantee, the Guarantor shall not be liable for or otherwise be obliged to pay any tax, duty, withholding or other payment which may arise as a result of any tax withheld or deducted as required by the rules of sections 1471 through 1474 (relating to the Foreign Account Tax Compliance Act) of the U.S. Internal Revenue Code of 1986, as amended. This includes any amended or successor provisions, pursuant to (i) any inter-governmental agreement, (ii) implementing legislation adopted by another jurisdiction in connection with these provisions, or (iii) pursuant to any agreement with the U.S. Internal Revenue Service as a result of a Holder, beneficial owner or intermediary that is not an agent of the Issuer or the Guarantor not being entitled to receive payments free of this withholding. The Guarantor will have no obligation to pay any additional amounts or otherwise indemnify a Holder for any such withholding deducted or withheld by the Issuer, the Guarantor, a paying agent or any other party.

3. Substitution

In the event of any substitution of the Issuer by any other company other than the Guarantor pursuant to Condition 16 of the Conditions, this Guarantee and the obligations hereunder will extend to any and all sums expressed to be due pursuant to the Conditions by any Substitute Debtor even if the Substitute Debtor assumes the obligations arising under the Notes directly from the Guarantor.

4. Expiry of the Guarantee; Return of the Guarantee Certificate

The Guarantee expires, and no claims and/or rights arising out of or in connection with the Guarantee may be asserted, upon payment of all amounts payable on the Notes in accordance with the Conditions.

The Trustee will return the original guarantee certificate to the Guarantor immediately upon expiry of the Guarantee.

5. Partial Invalidity

Should any of the provisions contained in this Guarantee be or become invalid or unenforceable, the validity or the enforceability of the remaining provisions will not in any way be affected or impaired thereby. In this case the invalid provision will be replaced by a provision which, to the extent legally possible, provides for an interpretation in keeping with the meaning and the economic purposes of this Guarantee at the time of the issue of the Notes.

Under circumstances in which this Guarantee proves to be incomplete, a supplementary interpretation in accordance with the meaning and the purposes of this Guarantee under due consideration of the legitimate interest of the parties involved will be applied.

6. Governing Law and Jurisdiction

The rights and obligations arising out of or in connection with this Guarantee are governed by, and construed in accordance with, German law without giving effect to conflict of laws provisions of German international private law (*Kollisionsnormen des deutschen Internationalen Privatrechts*).

To the extent permitted pursuant to Council Regulation (EC) No 864/2007 of July 11, 2007 on the law applicable to non-contractual obligations (Rome II), all non-contractual claims arising out of or in connection with this Guarantee are governed by, and to be construed in accordance with, German law, without giving effect to the principles of conflict of laws thereof.

The place of performance is Munich.

The Guarantor and the Trustee irrevocably agree that the courts of Munich (*Amtsgericht* or *Landgericht*) will have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Guarantee (the “**Proceedings**” and the “**Disputes**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts only.

The Guarantor and the Trustee irrevocably waive any objection which they might now or hereafter have to the competent courts of Munich (*Amtsgericht* or *Landgericht*) being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agree not to claim that such court is not a convenient or appropriate forum.

7. Language

This Guarantee is written in the English language. The English text shall be binding and decisive.

This Guarantee and its terms are construed pursuant to German law. If the English legal meaning differs from the German legal meaning of this Guarantee and its terms the German legal meaning will prevail. A German term in parenthesis and/or italics inserted herein is binding for the interpretation of the relevant term in this Guarantee.

German legal concepts which are addressed in the English language in this Guarantee will be interpreted pursuant to German law and not with a view to the meaning of such English terms in any other jurisdiction.

The German translation of this Guarantee is for convenience only and is available during normal business hours at the office of the Fiscal Agent.

SIEMENS AKTIENGESELLSCHAFT

BDO AG WIRTSCHAFTSPRÜFUNGSGESELLSCHAFT

12. BOOK ENTRY; DELIVERY AND FORM

Summary of Provisions Relating to Notes in Global Form

The certificates representing the Notes will be issued in fully registered form without interest coupons. The Notes will be represented by Book-Entry Interests (as defined below) and are being offered and sold only (i) to QIBs in reliance on Rule 144A under the Securities Act (the “**Rule 144A Notes**”) or (ii) to persons other than “U.S. persons” (within the meaning of Regulation S under the Securities Act) in “offshore transactions” in reliance on Regulation S (the “**Regulation S Notes**”).

The Regulation S Notes will be represented by one or more permanent Regulation S Global Notes in definitive, fully registered form without interest coupons, and will be deposited with The Bank of New York Mellon as custodian for, and registered in the name of Cede & Co., as nominee for DTC, for the accounts of its participants, including Euroclear and Clearstream. Prior to the 40th day after the later of the commencement of the offering of the Notes and the date of the original issue of the Notes (the “**Distribution Compliance Period**”), any resale or other transfer of beneficial interests in a Regulation S Global Note (“**Regulation S Book-Entry Interests**”) to U.S. persons shall not be permitted unless such resale or transfer is made pursuant to Rule 144A or Regulation S and in accordance with the certification requirements described below.

The Rule 144A Notes will initially be represented by one or more permanent Rule 144A Global Notes in definitive, fully registered form without interest coupons, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Issue and Paying Agency Agreement and such legends as may be applicable thereto, and will be deposited with The Bank of New York Mellon as custodian for, and registered in the name of Cede & Co., as nominee for DTC.

Regulation S Book-Entry Interests may be transferred to a person who takes delivery in a beneficial interest in a Rule 144A Global Note (“**Rule 144A Book-Entry Interests**” and, together with the Regulation S Book-Entry Interests, the “**Book-Entry Interests**”) during the Distribution Compliance Period only if such transfer occurs in connection with a transfer of Notes pursuant to Rule 144A and only upon receipt by the Fiscal Agent, as Registrar, of written certifications from the transferor (in the form or forms provided in the Issue and Paying Agency Agreement and obtainable from the Fiscal Agent) to the effect that the Notes are being transferred to a person who the transferor reasonably believes is a QIB within the meaning of Rule 144A under the Securities Act and who is acquiring the Notes for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Rule 144A Book-Entry Interests may be transferred to a person who takes delivery in the form of Regulation S Book-Entry Interests only upon receipt by the Fiscal Agent, as Registrar, of written certifications from the transferor (in the form or forms provided in the Issue and Paying Agency Agreement and obtainable from the Fiscal Agent) to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S.

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such first Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such an interest.

Each Global Note (and any Notes issued in exchange therefor) will be subject to certain restrictions on transfer set forth therein described under “*Transfer Restrictions*.” Except in the limited circumstances described below under “— *Summary of Provisions Relating to Certificated Notes*,” owners of Book-Entry Interests will not be entitled to receive physical delivery of certificated Notes.

Ownership of Book-Entry Interests will be limited to persons who have accounts with DTC, or participants, or persons who hold interests through participants. Ownership of Book-Entry Interests will be shown on, and the

transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). QIBs may hold their Rule 144A Book-Entry Interests directly through DTC if they are participants in such system, or indirectly through organizations which are participants in such system.

Non-U.S. persons may hold their Regulation S Book-Entry Interests directly through Euroclear or Clearstream, if they are participants in such systems, or indirectly through organizations that are participants in such systems. Euroclear and Clearstream will hold Regulation S Book-Entry Interests on behalf of their participants through DTC.

So long as DTC, or its nominee, is the registered owner or holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note for all purposes under the Issue and Paying Agency Agreement and the Notes. No beneficial owner of a Book-Entry Interest will be able to transfer that interest except in accordance with DTC's applicable procedures, in addition to those provided for under the Issue and Paying Agency Agreement and, if applicable, those of Euroclear and Clearstream.

Conveyance of notices and other communications by DTC to its participants, by those participants to its indirect participants, and by participants and indirect participants to beneficial owners of Book-Entry Interests will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

The Fiscal Agent will send any notices in respect of the Notes held in book-entry form to DTC or its nominee.

Neither DTC nor its nominee will consent or vote with respect to the Notes unless authorized by a participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to the Issuer as soon as possible after the record date. The omnibus proxy assigns DTC's or its nominee's consenting or voting rights to those participants to whose account the Notes are credited on the record date.

Payments of the principal of, and interest on, a Global Note will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of the Issuer, the Guarantor or the Fiscal Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of Book-Entry Interests or for maintaining, supervising or reviewing any records relating to such Book-Entry Interests.

The Issuer expects that DTC or its nominee, upon receipt of any payment of principal or interest in respect of a Global Note, will credit participants' accounts with payments in amounts proportionate to their respective Book-Entry Interests in the principal amount of such Global Note as shown on the records of DTC or its nominee. The Issuer also expects that payments by participants to owners of Book-Entry Interests in such Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. Transfers between participants in Euroclear and Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by the relevant European depositary; however, those cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in that system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to the relevant

European depositary to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the European depositaries.

Because of time zone differences, credits of securities received in Euroclear or Clearstream as a result of a transaction with a person that does not hold the Notes through Euroclear or Clearstream will be made during subsequent securities settlement processing and dated the first day Euroclear or Clearstream, as the case may be, is open for business following the DTC settlement date. Those credits or any transactions in those securities settled during that processing will be reported to the relevant Euroclear or Clearstream participants on that business day. Cash received in Euroclear or Clearstream as a result of sales of securities by or through a Euroclear participant or a Clearstream participant to a DTC participant will be received with value on the DTC settlement date, but will be available in the relevant Euroclear or Clearstream cash account only as of the first day Euroclear or Clearstream, as the case may be, is open for business following settlement in DTC.

The Issuer expects that DTC will take any action permitted to be taken by a Holder (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the Book-Entry Interests in a Global Note are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the Notes, DTC will exchange the applicable Global Note for certificated Notes, which it will distribute to its participants and which may be legended as set forth under the heading “*Transfer Restrictions*.”

DTC

DTC advises that it is a limited purpose trust company organized under The New York Banking Law, a “**banking organization**” within the meaning of The New York Banking Law, a member of the Federal Reserve System, a “**clearing corporation**” within the meaning of The New York Uniform Commercial Code and a “**clearing agency**” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities for its participants and facilitates the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly, or indirect participants.

Euroclear

Euroclear holds securities and book-entry interests in securities for participating organizations and facilitates the clearance and settlement of securities transactions between Euroclear participants, and between Euroclear participants and participants of certain other securities intermediaries through electronic book-entry changes in accounts of such participants or other securities intermediaries. Euroclear provides Euroclear participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations. Certain of the initial purchasers, or other financial entities involved in this offering, may be Euroclear participants. Non-participants in the Euroclear system may hold and transfer book-entry interests in the Notes through accounts with a participant in the Euroclear system or any other securities intermediary that holds a book-entry interest in the securities through one or more securities intermediaries standing between such other securities intermediary and Euroclear.

Investors electing to acquire Notes in the offering through an account with Euroclear or some other securities intermediary must follow the settlement procedures of such intermediary with respect to the settlement

of new issues of securities. Notes to be acquired against payment through an account with Euroclear will be credited to the securities clearance accounts of the respective Euroclear participants in the securities processing cycle for the first day Euroclear is open for business following the settlement date for value as of the settlement date.

Investors electing to acquire, hold or transfer Notes through an account with Euroclear or some other securities intermediary must follow the settlement procedures of such intermediary with respect to the settlement of secondary market transactions in securities. Euroclear will not monitor or enforce any transfer restrictions with respect to the Notes. Investors that acquire, hold and transfer interests in the Notes by book-entry through accounts with Euroclear or any other securities intermediary are subject to the laws and contractual provisions governing their relationship with their intermediary, as well as the laws and contractual provisions governing the relationship between such intermediary and each other intermediary, if any, standing between themselves and the individual Notes.

Clearstream

Clearstream advises that it is incorporated under the laws of Luxembourg and registered as a bank and professional depository. Clearstream holds securities for its participating organizations and facilitates the clearance and settlement of securities transactions among its participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to its participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. Clearstream has established an electronic bridge with the Euroclear operator to facilitate the settlement of trades between Clearstream and Euroclear. As a registered bank in Luxembourg, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector. As a professional depository, Clearstream is subject to regulation by the Luxembourg Monetary Institute. Clearstream participants are recognized financial institutions around the world, including initial purchasers, securities brokers and dealers, banks, trust companies and clearing corporations. In the United States, Clearstream participants are limited to securities brokers and dealers and banks, and may include the initial purchasers, or other financial entities involved in this offering. Other institutions that maintain a custodial relationship with a Clearstream participant may obtain indirect access to Clearstream. Clearstream is an indirect participant in DTC. Distributions with respect to Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream participants in accordance with its rules and procedures to the extent received by or on behalf of Clearstream.

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The information in this section concerning DTC, Euroclear and Clearstream and their book-entry systems has been obtained from sources that the Issuer and the Guarantor believe to be reliable, but none of the Issuer, the Guarantor or the initial purchasers take any responsibility for or make any representation or warranty with respect to the accuracy of this information. DTC, Euroclear and Clearstream are under no obligation to follow the procedures described herein to facilitate transfer of interests in Global Notes among participants and account holders of DTC, Euroclear and Clearstream, and such procedures may be discontinued or modified at any time. None of the Issuer, the Guarantor or the Fiscal Agent will have any responsibility for the performance of DTC, Euroclear and Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Summary of Provisions Relating to Certificated Notes

If DTC is at any time unwilling or unable to continue as a depository for the Global Notes and a successor depository is not appointed by the Issuer within 90 days, or if there shall have occurred and be continuing an Event of Default with respect to the Notes of any series and the Registrar has received a request for exchange

from DTC, the Issuer will issue certificated Notes of the same series in exchange for the related Global Notes. Certificated Notes delivered in exchange for Book-Entry Interests will be registered in the names, and issued in denominations of U.S.\$250,000 and integral multiples of \$1,000 in excess thereof, requested by or on behalf of DTC or the successor depository (in accordance with its customary procedures). Holders of Book-Entry Interests may receive certificated Notes, which may bear the legend referred to under “*Transfer Restrictions*,” in accordance with DTC’s rules and procedures in addition to those provided for under the Issue and Paying Agency Agreement.

Except in the limited circumstances described above, owners of Book-Entry Interests will not be entitled to receive physical delivery of individual definitive certificates. The Notes are not issuable in bearer form.

Transfers of interests in certificated Notes may be made only in accordance with the legend contained on the face of such Notes, and the Fiscal Agent will not be required to accept for registration of transfer any such Notes except upon presentation of evidence satisfactory to the Fiscal Agent and the applicable Transfer Agent that such transfer is being made in compliance with such legend.

Payment of principal and interest in respect of the certificated Notes shall be payable at the agency of the Issuer in the City of New York, which shall initially be at the corporate trust office of the Fiscal Agent, which is located at 101 Barclay Street, New York, New York 10286, United States of America.

13. TAXATION

Taxation in the Federal Republic of Germany

The following is a general discussion of certain tax consequences under the tax laws of the Federal Republic of Germany of the acquisition, ownership and disposal of the Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of the Federal Republic of Germany currently in force and as applied on the date of this Offering Memorandum, which are subject to change, possibly with retroactive or retrospective effect.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposal of the Notes, including the effect of any state or local taxes under the tax laws applicable in the Federal Republic of Germany and each country of which they are residents. The following summary does not constitute the provision of tax advice.

Taxation of German tax residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Taxation if the Notes are held as private assets (Privatvermögen)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

Income

The Notes qualify as other capital receivables (*sonstige Kapitalforderungen*) in terms of section 20 para 1 no 7 German Income Tax Act (“ITA”) (*Einkommensteuergesetz*).

Accordingly, payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 ITA.

Capital gains or capital losses realized upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Notes are acquired or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated December 22, 2009, as amended on November 16, 2010 and October 9, 2012, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such sale shall not be tax deductible. Similarly, a bad debt loss (*Forderungsausfall*) (i.e. if the Issuer becomes insolvent) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax deductible.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for investors in the Notes.

German withholding tax (*Kapitalertragsteuer*)

With regard to savings earnings (*Kapitalerträge*) (e.g. interest or capital gains), German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held or administrated in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a “**German Disbursing Agent**”) and such German Disbursing Agent credits or pays out the earnings.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law (e.g. if the Notes had been transferred from a non-EU custodial account prior to the sale), withholding tax is applied to 30% of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (negative *Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

German withholding tax will be levied at a flat withholding tax rate of 26.375% (including solidarity surcharge) plus, if applicable, church tax. Church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). In the latter case, the investor has to include the savings income in the tax return and will then be assessed to church tax.

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is €801 (€1,602 in the case of jointly assessed husband and wife). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuer is not obliged to levy German withholding tax in respect of payments on the Notes.

Tax assessment

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor’s income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. If the investor is subject to church tax and has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the investor is also obliged to include the savings income in the tax return for church tax purposes.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375% — including solidarity surcharge (*Solidaritätszuschlag*) plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed husband and wife the application can only be filed for savings income of both spouses.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of €801 (€1,602 in the case of jointly assessed husband and wife) will be deducted. The deduction of the actual income related expenses, if any, is excluded.

Taxation if the Notes are held as business assets (Betriebsvermögen)

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15% or income tax at a rate of up to 45%, as the case may be, (in each case plus 5.5% solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are deductible.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out above for private investors. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Taxation of Persons who are not Tax Resident in Germany

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

If the income is subject to German tax as set out in the preceding paragraph, German withholding tax will be applied like in the case of a German tax resident person.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the recipient is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transactions tax. However, it is unclear if and in what form such tax will be actually introduced as described in “ — *The Proposed Financial Transactions Tax*”.

United States Federal Income Taxation

Investors should consult their own tax advisors in determining the tax consequences to them of investing in the Notes, including the application to their particular situation of the U.S. federal income tax considerations discussed below, as well as the application of state, local, non-U.S. or other tax laws. The following summary does not constitute the provision of tax advice.

The following is a summary of certain United States federal income tax considerations that may be relevant to a beneficial owner of the Notes that is a citizen or resident of the United States or a domestic corporation or that otherwise is subject to United States federal income taxation on a net income basis in respect of the Notes (a “**United States holder**”). This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change. This summary deals only with United States holders that will purchase the Notes in the initial Offering and that will hold the Notes as capital assets. It does not address tax considerations applicable to investors that may be subject to special tax rules, such as banks, tax-exempt entities, insurance companies, dealers in securities or currencies, traders in securities electing to mark to market, certain short-term holders of the Notes, persons that hedge their exposure in the Notes or will hold Notes as a position in a straddle or conversion transaction, or as part of a synthetic security or other integrated financial transaction or persons that have a functional currency other than the U.S. dollar. United States holders should be aware that the U.S. federal income tax consequences of holding the Notes may be materially different for investors described in the prior sentence.

Taxation of Interest

Payments of interest on the Notes will be taxable to a United States holder as foreign source ordinary interest income at the time that such payments are accrued or are received in accordance with the United States holder’s method of tax accounting.

Taxation of Capital Gains

Upon the sale, exchange or retirement of a Note, a United States holder generally will recognize capital gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (less any amount attributable to accrued but unpaid interest, which will be taxable as a payment of interest to the extent not previously included in income) and the United States holder’s tax basis in such Note. Any such capital gain or loss will be long-term capital gain or loss, subject to taxation at reduced rates for non-corporate taxpayers, if the Note was held for more than one year. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

Interest on the Notes, and payments of the proceeds of a sale of Notes, that are paid within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting and may be subject to backup withholding unless (i) the holder establishes, if required to do so, that it is a corporation or other exempt recipient or (ii) provides a taxpayer identification number and certifies that no loss of exemption has occurred.

United States holders should consult their tax advisors about any reporting or filing obligations that apply as a result of the acquisition, holding or disposition of the Notes. Failure to comply with certain reporting obligations could result in the imposition of substantial penalties.

The Netherlands Tax Considerations

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Offering Memorandum and is subject to any changes in law and the interpretation and application

thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules. Save as otherwise indicated, this summary only addresses the position of investors who do not have any connection with The Netherlands other than the holding of the Notes.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of the Notes. The following summary does not constitute the provision of tax advice.

Withholding Tax

All payments by the Issuer of interest and principal under the Notes can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

Taxes on Income and Capital Gains

A holder who derives income from a Note or who realizes a gain on the disposal or redemption of a Note will not be subject to Dutch taxation on such income or capital gains unless:

- the holder is or is deemed to be resident in The Netherlands; or
- such income or gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or permanent representative (*vaste vertegenwoordiger*) in The Netherlands; or
- the holder has a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest in the Issuer and, if the holder is not an individual, such interest is held for the main purpose, or one of the main purposes (*voornaamste doel*) of avoiding Dutch income tax or Dutch dividend withholding tax and does not form part of the assets of an enterprise; or
- the holder is an individual and such income or gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*).

Generally speaking, a holder has a substantial interest in the Issuer if he or a qualifying connected person, alone or together with his partner, has directly or indirectly, the ownership of, or certain rights over shares representing 5% or more of the total issued and outstanding capital (or the issued and outstanding capital of any class of shares) of the Issuer, rights to acquire such interest in the share capital (whether or not already issued) of the Issuer, or the ownership of profit participating certificates (*winstbewijzen*) that relate to 5% or more of the annual profit or liquidation proceeds of the Issuer.

Gift, Estate or Inheritance Tax

Dutch gift, estate or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder, unless:

- the holder is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions; or
- the transfer is construed as an inheritance or as a gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

Value Added Tax

There is no Dutch value added tax payable by a holder in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes, or the transfer of the Notes.

Other Taxes and Duties

There is no Dutch registration tax, stamp duty or any other similar tax or duty payable in The Netherlands by a holder in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgement in the courts of The Netherlands) of the Notes or the performance of the Issuer's obligations under the Notes.

Residence

A holder will not be treated as resident of The Netherlands by reason only of the holding of a Note or the execution, performance, delivery and/or enforcement of the Notes.

The Proposed Financial Transactions Tax

On February 14, 2013, the European Commission published a proposal (the “**Commission's Proposal**”) for a Directive for a common financial transactions tax (“**FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”).

The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

Joint statements issued by participating Member States indicate an intention to implement the FTT by January 1, 2016.

However, the FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

EU Savings Directive

Under EC Council Directive 2003/48/EC on taxation of savings income in the form of interest payments (the “**EU Savings Directive**”), each EU Member State is required to provide to the tax authorities of another EU Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other EU Member State; however, for a transitional period, Austria applies instead a withholding system in relation to such payments, deducting tax at a rate of 35% (unless during that transitional period it elects to provide information in accordance with the EU Savings Directive). The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. Luxembourg put an end to the former withholding tax regime as from January 1, 2015 and implemented the automatic exchange of information as from that date. Austria has undertaken to implement an automatic exchange of information in the future, but has not announced a date for implementation.

A number of non-EU countries, and certain dependent or associated territories of certain EU Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to

payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in an EU Member State. In addition, the EU Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in an EU Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The Council of the European Union formally adopted a Council Directive amending the EU Savings Directive on March 24, 2014 (the “**Amending Directive**”). The Amending Directive broadens the scope of the requirements described above. Member States have until January 1, 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of “interest payment” to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

14. PLAN OF DISTRIBUTION

Deutsche Bank Securities Inc. is acting as Sole Global Coordinator and Joint Bookrunner of the Offering, Barclays Capital Inc., Citigroup Global Markets Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC are acting as Joint Bookrunners of the Offering, and Commerz Markets LLC, ING Financial Markets LLC, Santander Investment Securities Inc. and UniCredit Capital Markets LLC are acting as Co-Managers of the Offering. Subject to the terms and conditions stated in the underwriting agreement dated May 18, 2015 (the “**Underwriting Agreement**”), each of the initial purchasers has severally agreed to purchase, and we have agreed to sell to each of the initial purchasers, the principal amount of the Notes set forth opposite each initial purchaser’s name below.

Initial purchasers	Principal Amount of Floating Rate Notes	Principal Amount of Notes B	Principal Amount of Notes C	Principal Amount of Notes D	Principal Amount of Notes E	Principal Amount of Notes F
Deutsche Bank Securities Inc.	U.S.\$98,400,000	U.S.\$246,000,000	U.S.\$196,800,000	U.S.\$344,400,000	U.S.\$295,200,000	U.S.\$344,400,000
Barclays Capital Inc.	U.S.\$98,400,000	U.S.\$246,000,000	U.S.\$196,800,000	U.S.\$344,400,000	U.S.\$295,200,000	U.S.\$344,400,000
Citigroup Global Markets Inc.	U.S.\$98,400,000	U.S.\$246,000,000	U.S.\$196,800,000	U.S.\$344,400,000	U.S.\$295,200,000	U.S.\$344,400,000
Goldman, Sachs & Co.	U.S.\$98,400,000	U.S.\$246,000,000	U.S.\$196,800,000	U.S.\$344,400,000	U.S.\$295,200,000	U.S.\$344,400,000
J.P. Morgan Securities LLC	U.S.\$98,400,000	U.S.\$246,000,000	U.S.\$196,800,000	U.S.\$344,400,000	U.S.\$295,200,000	U.S.\$344,400,000
Commerz Markets LLC	U.S.\$2,000,000	U.S.\$5,000,000	U.S.\$4,000,000	U.S.\$7,000,000	U.S.\$6,000,000	U.S.\$7,000,000
ING Financial Markets LLC	U.S.\$2,000,000	U.S.\$5,000,000	U.S.\$4,000,000	U.S.\$ 7,000,000	U.S.\$6,000,000	U.S.\$7,000,000
Santander Investment Securities Inc.	U.S.\$2,000,000	U.S.\$5,000,000	U.S.\$4,000,000	U.S.\$7,000,000	U.S.\$6,000,000	U.S.\$7,000,000
UniCredit Capital Markets LLC	U.S.\$2,000,000	U.S.\$5,000,000	U.S.\$4,000,000	U.S.\$7,000,000	U.S.\$6,000,000	U.S.\$7,000,000
TOTAL	U.S.\$500,000,000	U.S.\$1,250,000,000	U.S.\$1,000,000,000	U.S.\$1,750,000,000	U.S.\$1,500,000,000	U.S.\$1,750,000,000

The Underwriting Agreement provides that the obligations of the initial purchasers to purchase the Notes are subject to approval of legal matters by counsel and to other conditions. The initial purchasers must purchase all the Notes if they purchase any of the Notes.

We have been advised that the initial purchasers propose to resell the Notes at the offering prices set forth on the cover page of this Offering Memorandum within the United States to QIBs as defined in, and in reliance upon Rule 144A and outside the United States to non-U.S. persons in transactions exempt from registration under Regulation S. See “*Transfer Restrictions*”. The prices at which the Notes are offered may be changed at any time without notice.

New Issue With No Established Trading Market

The Notes will constitute a new class of securities of the Issuer with no established trading market. We do not intend to apply to list the Notes on any securities exchange. We cannot assure you that the prices at which the Notes will be sold in the market after this Offering will not be lower than the initial offering price or that an active trading market for the Notes will develop and continue after this Offering. The initial purchasers have advised us that they currently intend to make a market in the Notes. However, they are not obligated to do so, and they may discontinue any market-making activities with respect to the Notes at any time without notice. Accordingly, we cannot assure you as to the liquidity of or the trading market for the Notes.

Over-allotment, Covering and Stabilizing Transactions

In connection with the Offering, the initial purchasers may purchase and sell Notes in the open market. These transactions may include over-allotment, syndicate covering transactions and stabilizing transactions. Over-allotment involves sale of Notes in excess of the nominal amount of Notes to be purchased by the initial purchasers in this Offering, which creates a short position for the initial purchasers. Covering transactions involve purchase of the Notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions consist of certain bids or purchases of Notes made for the purpose of preventing or retarding a decline in the market price of the Notes while the Offering is in progress. Any of these activities may have the effect of preventing or retarding a decline in the market price of the Notes. They may also cause the price of the Notes to be higher than the price that otherwise would exist in the open market in the absence of these transactions. The initial purchasers may conduct these transaction in the over-the-counter market or otherwise. If the initial purchasers commence any of these transactions, they may discontinue them at any time.

Settlement

We expect that delivery of the Notes will be made against payment therefor on or about the closing date specified on the cover page of this Offering Memorandum, which will be the sixth New York business day following the date of pricing of the Notes in this Offering (this settlement cycle being referred to as “T+6”). Under Rule 15c6-1 of the Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in three New York business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes on the date of this Offering Memorandum or the next two succeeding New York business days will be required, by virtue of the fact that the Notes initially will settle in T+6, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of Notes who wish to trade Notes on the date of this Offering Memorandum or the next two succeeding New York business days should consult their own advisor.

Other Relationships

Some of the initial purchasers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer, the Guarantor or their respective affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

The initial purchasers and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities.

Certain of the initial purchasers or their affiliates may have a lending relationship with us. Certain of the initial purchasers or their affiliates routinely hedge, and certain of the initial purchasers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. A typical such hedging strategy would include these initial purchasers or their affiliates hedging such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially any series of Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of any series of Notes offered hereby.

In addition, in the ordinary course of their business activities, the initial purchasers and their affiliates may make or hold a broad array of investments (including serving as counterparties to certain derivative and hedging arrangements) and may 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, the Guarantor or their respective affiliates. The initial purchasers and their 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.

We have agreed to indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act.

Selling Restrictions

Prospective purchasers of the Notes should be aware that the Notes are governed by German law and are in registered form (*Namensschuldverschreibungen*).

United States

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except that Notes may be offered or sold to (i) QIBs in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A, and (ii) non-U.S. persons in offshore transactions in reliance upon Regulation S. For a description of certain restrictions on resale or transfer, see “*Transfer Restrictions*”.

In connection with sales outside the United States, each initial purchaser has agreed that it will not offer, sell or deliver the Notes to, or for the account or benefit of, U.S. persons (i) as part of such initial purchaser’s distribution at any time or (ii) otherwise prior to 40 days after the later of the commencement of the Offering and the closing date, and it will send to each dealer to whom it sells such Notes during such period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Resales of the Notes are restricted as described under “*Transfer Restrictions*”.

In addition, until 40 days after the later of the commencement of the Offering and the closing date, an offer or sale of the Notes within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act or pursuant to another valid exemption therefrom. As used herein, the terms “**United States**” and “**U.S. person**” have the meanings given to them in Regulation S under the Securities Act.

Offers and sales of the Notes in the United States will be made by the initial purchasers or affiliates of the initial purchasers who are broker-dealers registered under the Exchange Act.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) each initial purchaser has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Memorandum to the public in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant initial purchaser or initial purchasers nominated by the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any initial purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “Prospectus Directive” means Directive 2003/71/EC (as amended, including Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each initial purchaser has represented, warranted and agreed that:

- (a) 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 Financial Services and Markets Act 2000 (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 or the Guarantor; and
- (b) 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.

This Offering Memorandum is for distribution within the United Kingdom only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “**Financial Promotion Order**”), (ii) are persons falling within Article 49(2)(a) to (d) (“**high net worth companies, unincorporated associations etc.**”) of the Financial Promotion Order or (iii) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “**Relevant Persons**”). This Offering Memorandum must not be acted on or relied on in the United Kingdom by persons who are not Relevant Persons. Any investment or investment activity to which this document relates is available only to Relevant Persons in the United Kingdom and will be engaged in only with such persons.

Selling Restrictions Addressing Additional French Securities Laws

Each initial purchaser has represented and agreed that it has not offered or sold or caused to be offered or sold, and will not offer or sell or cause to be offered or sold, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Offering Memorandum or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*) as defined in, and in accordance with, Articles L. 411-1, L. 411-2 and D. 411-1 of the French Code monétaire et financier.

Selling Restrictions Addressing Additional Securities Laws in The Netherlands

Each initial purchaser has represented and agreed that the Notes may not be offered or sold to individuals or legal entities in The Netherlands other than to qualified investors as defined in The Netherlands Financial Supervision Act (*Wet op het financieel toezicht*).

Switzerland

Each initial purchaser:

(i) understands that (A) the Notes will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland and (B) none of the Offering Documents nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations; and

(ii) represents and agrees that it has not and will not (A) publicly offer, sell or advertise the Notes, directly or indirectly, in, into or from Switzerland or (B) publicly distribute or otherwise make publicly available in Switzerland any Offering Documents or other offering or marketing material relating to the Notes.

15. TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Securities offered hereby.

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except that Notes may be offered or sold to (i) QIBs in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A, and (ii) non-U.S. persons in offshore transactions in reliance upon Regulation S.

Rule 144A

Each purchaser of Securities in a transaction relying upon the exemption provided by Rule 144A will be deemed to have acknowledged, represented to and agreed with the Issuer, the Guarantor and the initial purchasers as follows:

- (a) It understands and acknowledges that the Securities have not been registered under the Securities Act or any other applicable securities laws, are being offered for sale in transactions not requiring registration under the Securities Act or any other securities laws, including sales pursuant to Rule 144A under the Securities Act, and may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws, pursuant to an exemption therefrom or in any transaction not subject thereto and, in each case, in compliance with the conditions for transfer set forth in paragraphs (d) and (e) below.
- (b) It is not an “affiliate” (as defined in Rule 144 under the Securities Act) of the Issuer or the Guarantor or a person acting on behalf of the Issuer, the Guarantor or any such affiliate. It is a QIB and is aware that any sale of Securities to it will be made in reliance on Rule 144A under the Securities Act, and the purchase of the Securities will be for its own account or the account of another QIB.
- (c) It understands that the Securities may not be reoffered, resold, pledged or otherwise transferred except (A)(i) to a person who it reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (ii) in an offshore transaction in compliance with Rule 903 or Rule 904 of Regulation S, (iii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (iv) pursuant to an effective registration statement under the Securities Act, and (B) in accordance with all applicable securities laws of any other jurisdiction.
- (d) It understands and acknowledges that the Securities (or any interest therein) may be purchased, sold, pledged or otherwise transferred only in minimum principal amounts of U.S.\$250,000 and integral multiples of U.S.\$1,000 in excess thereof.
- (e) It acknowledges that the Securities will be a legend substantially to the following effect:

THE NOTES EVIDENCED HEREBY, WITH THE RELATED GUARANTEE, MAY BE PURCHASED AND TRANSFERRED ONLY IN MINIMUM PRINCIPAL AMOUNTS OF U.S.\$250,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.

THE NOTES EVIDENCED HEREBY AND THE RELATED GUARANTEE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT (A “**QUALIFIED INSTITUTIONAL BUYER**”) ACQUIRING THIS SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE OTHER QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (B) IN AN OFFSHORE TRANSACTION TO A NON-U.S. PERSON COMPLYING WITH RULE 903 OR 904

OF REGULATION S UNDER THE SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION. THE HOLDER HEREOF, BY ACQUIRING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOTIFY ANY TRANSFEREE OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

- (f) It agrees that it will give to each person to whom it transfers the Securities notice of any restrictions on transfer of such Securities.
- (g) It acknowledges that the Fiscal Agent will not be required to accept for registration of transfer any Securities except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth therein have been complied with.
- (h) It acknowledges that the Issuer, the Guarantor, the initial purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the Securities are no longer accurate, it shall promptly notify the initial purchasers. If it is acquiring any Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations, warranties and agreements on behalf of each such investor account.

Regulation S

Each purchaser of Securities in a transaction made in reliance on Regulation S will be deemed to have acknowledged, represented to and agreed with the Issuer, the Guarantor and the initial purchasers as follows:

- (a) It understands and acknowledges that the sale of the Securities to it is being made pursuant to and in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act and it is, or at the time such Securities are purchased, will be the beneficial owner of such Securities and (A) it is not a U.S. person and is located outside the United States (within the meaning of Regulation S), and (B) it is not an affiliate of the Issuer, the Guarantor or a person acting on behalf of the Issuer, the Guarantor or any such affiliate.
- (b) It understands and acknowledges that the Securities have not been and will not be registered under the Securities Act or any other applicable securities laws and, during the distribution compliance period (defined as 40 days after the later of the commencement of the offering and issuance of the Securities), may not be offered, sold, pledged or otherwise transferred except (A)(i) in an offshore transaction in compliance with Rule 903 or Rule 904 of Regulation S, (ii) to a person who it reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (iii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (iv) pursuant to an effective registration statement under the Securities Act, and (B) in accordance with all applicable securities laws of any other jurisdiction.
- (c) It acknowledges that the Securities will be a legend substantially to the following effect:

THE NOTES EVIDENCED HEREBY MAY BE PURCHASED AND TRANSFERRED ONLY IN MINIMUM PRINCIPAL AMOUNTS OF U.S.\$250,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.

THE NOTES EVIDENCED HEREBY AND THE RELATED GUARANTEE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE

“SECURITIES ACT”), AND, PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE SECURITIES WERE FIRST OFFERED AND (2) THE DATE OF ISSUANCE OF THESE SECURITIES, MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION. THE HOLDER HEREOF, BY ACQUIRING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOTIFY ANY TRANSFEREE OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

- (d) It agrees that it will give to each person to whom it transfers the Securities notice of any restrictions on transfer of such Securities.
- (e) It acknowledges that the Fiscal Agent will not be required to accept for registration of transfer any Securities except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth therein have been complied with.
- (f) It acknowledges that the Issuer, the Guarantor, the initial purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the Securities are no longer accurate, it shall promptly notify the initial purchasers. If it is acquiring any Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations, warranties and agreements on behalf of each such investor account.

16. VOTING BY HOLDERS ON PROPOSED AMENDMENTS TO THE TERMS AND CONDITIONS

The Notes will be governed by the law of the Federal Republic of Germany and the Terms and Conditions of the Notes may be amended with the consent of the Holders in accordance with the German Act on Issue of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*, “SchVG”).

The Issuer or the Holder of Notes may request an amendment to the Terms and Conditions of the Notes, which will be resolved by voting without a meeting of the Holders.

Provisions of the German Act on Issue of Debt Securities Applicable to the Notes

The SchVG provides for resolutions on amendments and other matters relating to the Notes to be taken either by a meeting of the Holders or by voting without a meeting of the Holders. Such an amendment is not possible against the will of the Issuer. The SchVG prescribes the rules for convening and conducting meetings of the Holders, which apply mutatis mutandis to voting without a meeting. Specifically, the Issuer may amend the Terms and Conditions of the Notes by way of a majority resolution of the Holders.

Any resolution duly adopted by the Holders is binding on each Holder, irrespective of whether the Holder took part in the vote or voted for or against the resolution.

The Holders may consent to amendments which materially change the substance of the Terms and Conditions of the Notes, including (each, a “**Material Change**”):

- changes in the due date, or reduction or exclusion, of interest; or
- changes in the due date of the principal amount; or
- reduction of the principal amount; or
- subordination of the claims under the Notes during an insolvency proceeding of the Issuer; or
- conversion or exchange of the Notes into shares, other securities or other promises of performance; or
- substitution or release of security; or
- changes in the contractual currency; or
- waiver or limitation of the Holders’ right of redemption.

The Holders may pass resolutions by simple majority of the voting rights participating in the vote. Provided that a quorum has been achieved, resolutions which materially change the substance of the Terms and Conditions of the Notes, however, require a qualified majority of at least 75 per cent. of the voting rights participating in the vote to become effective (a “**Qualified Majority**”).

All votes will be carried out, subject to the next sentence, exclusively by way of a vote without a meeting. A meeting of Holders, and the bearing of the costs of such meeting by the Issuer, shall only occur if the quorum requirements of section 18, para. 4, sentence 2 of the SchVG have not been fulfilled. The request for voting will provide for further details relating to the resolutions to be voted on and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.

Each Holder shall be entitled to participate in votes in accordance with the principal amount or notional share of its entitlement to the outstanding Notes. Special written confirmation dated the date of the vote from the custodian of the relevant Holder is sufficient evidence of the eligibility of the Holder to participate in such vote. If a confirmation which is dated the date of the vote cannot be provided, then, in addition, a blocking instruction from the custodian of the relevant Holder is required, which evidences that the relevant Notes are not able to be transferred during the period from the date of such confirmation until the effective time of the vote.

The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the “**Joint Representative**”), the duties and responsibilities and the rights 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. The appointment of a Joint Representative requires a Qualified Majority if such Joint Representative is to be authorised to consent, in accordance with Condition 14.02 of the Terms and Conditions of the Notes, to a Material Change in the substance of the Terms and Conditions of the Notes.

The rights of Holders arising under Condition 14 of the Terms and Conditions may only be exercised in accordance with DTC’s applicable procedures.

17. LEGAL MATTERS

Certain legal matters in connection with the Offering of the Notes will be passed upon for the Issuer and Guarantor by Clifford Chance Deutschland LLP as to U.S. and German law and Clifford Chance LLP as to Dutch law. Certain legal matters will be passed upon for the initial purchasers by Allen & Overy LLP as to U.S. and German law.

18. INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, Germany with a business address at Arnulfstraße 59, 80636 Munich, Germany are the independent auditors of Siemens Aktiengesellschaft. Ernst & Young is a member of the Chamber of Public Accountants (Wirtschaftsprüferkammer, Körperschaft des öffentlichen Rechts), Berlin, Germany.

The consolidated financial statements of Siemens Group for the fiscal years ended September 30, 2014 and 2013 have been audited by the aforementioned auditors and unqualified independent auditors' reports have been issued thereon.

19. LIMITATIONS ON ENFORCEMENT OF U.S. LAWS AGAINST THE GUARANTOR, THE ISSUER, THEIR MANAGEMENT, AND OTHERS

The Guarantor is a stock corporation (*Aktiengesellschaft*) organized under the laws of the Federal Republic of Germany, and the Issuer is a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of The Netherlands. With the exception of one member of the Managing Board (*Vorstand*) and one member of the Supervisory Board (*Aufsichtsrat*) of the Guarantor, none of the members of such boards and none of the members of the Board of Directors (*bestuur*) of the Issuer are residents of the United States. All or a substantial portion of the assets of these individuals and of the Guarantor and the Issuer are located outside the United States. As a result, it may not be possible for you to effect service of process within the United States upon these individuals or upon the Guarantor or the Issuer or to enforce judgments obtained in U.S. courts based on the civil liability provisions of the U.S. securities laws against the Guarantor or the Issuer in Germany or The Netherlands. Awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in Germany and in The Netherlands. In addition, actions brought in a German or Dutch court against the Guarantor or the members of its Managing Board (*Vorstand*) to enforce liabilities based on U.S. federal securities laws may be subject to certain restrictions; in particular, a German or Dutch court may not award punitive damages. The United States and The Netherlands do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon United States federal securities laws, would not be automatically enforceable in The Netherlands and new proceedings on the merits must be initiated before a competent Dutch court. However, if the party in whose favor such final judgment is rendered brings a new suit in a competent court in The Netherlands, such a party may submit to a Dutch court the final judgment that has been rendered in the United States and such court will have discretion to attach such weight to that judgment as it deems appropriate. According to current practice, however, based upon case law, Dutch courts will generally render a judgment in accordance with a foreign judgment, if and to the extent that the following conditions are met:

- the foreign court rendering the judgment had jurisdiction over the subject matter of the litigation on internationally acceptable grounds (e.g. if the parties have agreed, for example in a written contract, to submit their disputes to the foreign court);
- the foreign court has conducted the proceedings in accordance with generally accepted principles of fair trial (e.g. after proper service of process, giving the defendant sufficient time to prepare for the litigation);
- the foreign judgment is not in conflict with Dutch public policy (i.e. a fundamental principle of Dutch law);
- the foreign judgment is not in conflict with a decision rendered by a Dutch court between the same parties, nor with an earlier judgment rendered by a foreign court in proceedings involving the same cause of action and between the same parties, provided that the earlier decision can be recognized in The Netherlands; and
- the foreign decision is – according to the law of its country of origin – formally capable of being enforced (e.g. is readily enforceable, has not been annulled in appeal or its enforceability has not been subject to a certain time frame).

No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator, member or shareholder (other than the Guarantor in respect of the Guarantee) of the Issuer and the Guarantor shall, to the fullest extent permitted by law, have any liability for any obligations of the Issuer or the Guarantor under the Notes, the Guarantee, the Trust Agreement, the Issue and Paying Agency Agreement or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a Note waives, to the fullest extent permitted by law, any such claim and releases any such director, officer, employee, incorporator, member or shareholder of any such liability. The waiver and release are part of the consideration for issuance of the Notes and the Guarantee. The waiver and release may not be effective to waive liabilities under the U.S. federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

20. DESCRIPTION OF THE ISSUER

Siemens Financieringsmaatschappij N.V. (“**SFM**”), a directly wholly-owned subsidiary of Siemens Aktiengesellschaft, was incorporated on September 14, 1977 as a public company with limited liability (*naamloze vennootschap*) under the laws of The Netherlands and acts under its legal and commercial name Siemens Financieringsmaatschappij N.V.

SFM’s registered office is at Prinses Beatrixlaan 800, 2595 BN, The Hague, The Netherlands. Its telephone number is +31 70 333 2458. SFM is registered at the Commercial Register of the Dutch Chamber of Commerce under number 27092998.

SFM has no subsidiaries of its own.

SFM acts as a finance company that concentrates on financing activities for the Siemens group. SFM is participating in financing and managing companies, enterprises and other business undertakings and lending money and, in general, conducting financial transactions, issuing securities and doing all such further acts as are incidental or may be conducive thereto in the broadest sense.

ISSUER

Siemens Financieringsmaatschappij N.V.

Prinses Beatrixlaan 800
2595 BN The Hague
The Netherlands

GUARANTOR

Siemens Aktiengesellschaft

Wittelsbacherplatz 2
80333 Munich
Federal Republic of Germany

SOLE GLOBAL COORDINATOR AND JOINT BOOKRUNNER

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United States of America

JOINT BOOKRUNNERS

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Citigroup Global Markets Inc.

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Goldman, Sachs & Co.

200 West Street
New York, NY 10282
United States of America

J.P. Morgan Securities LLC

383 Madison Avenue
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CO-MANAGERS

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Santander

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UniCredit

Capital Markets LLC
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United States of America

FISCAL AGENT, PAYING AGENT, CALCULATION AGENT, TRANSFER AGENT AND REGISTRAR

The Bank of New York Mellon, London Branch

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Canary Wharf
London E14 5AL
England

LEGAL ADVISORS TO THE ISSUER AND THE GUARANTOR

As to U.S. and German law:

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60325 Frankfurt am Main
Federal Republic of Germany

As to Dutch law:

Clifford Chance LLP

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1013 GE Amsterdam
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LEGAL ADVISORS TO THE INITIAL PURCHASERS

As to U.S. and German law:

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Federal Republic of Germany

INDEPENDENT AUDITORS OF THE GUARANTOR

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Wirtschaftsprüfungsgesellschaft
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