

Debt Issuance Program Prospectus

13 May 2025

*This document constitutes three base prospectuses for the purposes of the Luxembourg Stock Exchange: (i) the base prospectus of Robert Bosch GmbH in respect of non-equity securities ("**Non-Equity Securities**"), (ii) the base prospectus of Robert Bosch Investment Nederland B.V., in respect of Non-Equity Securities and (iii) the base prospectus of Robert Bosch Finance LLC in respect of Non-Equity Securities (together, the "**Debt Issuance Program Prospectus**" or the "**Prospectus**"). It has been drawn up pursuant to Part IV of the Luxembourg law on prospectuses for securities dated July 16, 2019 (Loi relative aux prospectus pour valeurs mobilières, the "**Luxembourg Law**") together with the rules governing the functioning of the Luxembourg Stock Exchange.*



Robert Bosch GmbH

(Stuttgart, Federal Republic of Germany)

as Issuer and as Guarantor for Notes issued by

Robert Bosch Investment Nederland B.V.

(Boxtel, the Netherlands)

Robert Bosch Finance LLC

(State of Delaware, United States of America)

EUR 12,500,000,000

Debt Issuance Program

(the "**Program**")

The payments of all amounts due in respect of notes issued by Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC will be unconditionally and irrevocably guaranteed by Robert Bosch GmbH.

This Prospectus does not constitute a prospectus within the meaning of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**"). Neither the Luxembourg Financial Supervisory Authority, the *Commission de Surveillance du Secteur Financier*, nor any other "competent authority" (as defined in the Prospectus Regulation) has approved this Prospectus or reviewed information contained in this Prospectus.

This Prospectus has been approved as a prospectus in compliance with the Rules and Regulations of the Luxembourg Stock Exchange dated March 2025 by the Luxembourg Stock Exchange which is the competent entity for the purpose of Part IV of the Luxembourg Law.

Application has been made to list notes issued under the Program on the official list of the Luxembourg Stock Exchange and to trade such notes (the "**Notes**") on the Euro MTF operated by the Luxembourg Stock Exchange, which is a multilateral trading facility for the purposes of the Market and the Financial Instruments Directive 2014/65/EU (as amended, "**MiFID II**"), and therefore a non-EU-regulated market (a "**Non-EU-Regulated Market**"). The Notes may also be listed and traded on further Non-EU-Regulated Markets or not be listed at all.

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

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any state or other jurisdiction (the "United States of America, its territories, its possessions, and other areas subject to its jurisdiction (the "United States" or "U.S.")). The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC") or any state securities commission, nor has the SEC or any state securities commission passed upon the accuracy or adequacy of this Prospectus. The Notes may not be offered, sold or delivered, directly or indirectly, in or into the United States or to, or for the account or benefit of, U.S. persons (as defined in

Regulation S under the Securities Act ("Regulation S")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in light of their own circumstances and financial condition. Investing in the Notes involves certain risks. Prospective purchasers of the Notes should refer to the Risk Factors disclosed on pages 11 to 26 of this Prospectus.

| | | |
|----------------------------|---|--|
| | <i>Arranger</i> | |
| | Deutsche Bank | |
| | <i>Dealers</i> | |
| Bank of China | Barclays | BNP PARIBAS |
| BofA Securities | Citigroup | Commerzbank |
| Crédit Agricole CIB | Deutsche Bank | HSBC |
| ING | J.P. Morgan | Landesbank Baden-Württemberg |
| Mizuho | Santander Corporate & Investment Banking | Société Générale Corporate & Investment Banking |
| | UniCredit | |

This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Member State of Notes which are the subject of the placement contemplated in this Prospectus as completed by the Final Terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuers or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuers nor any Dealer have authorised, nor do they authorise the making of any offer of Notes in circumstances in which an obligation arises for the Issuers or any Dealer to publish or supplement a prospectus for such offer.

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.luxse.com) and on the website of Robert Bosch GmbH (www.bosch.de). It is valid for a period of twelve months from its date of approval. **The validity ends upon expiration of 13 May 2026. There is no obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies when the Prospectus is no longer valid.**

RESPONSIBILITY STATEMENT

Robert Bosch Gesellschaft mit beschränkter Haftung, with registered office in Stuttgart, Federal Republic of Germany ("**Robert Bosch GmbH**" or the "**Guarantor**", together with its consolidated subsidiaries, the "**Bosch Group**" or "**Bosch**"), Robert Bosch Investment Nederland B.V., with registered office in Boxtel, the Netherlands ("**Robert Bosch Investment Nederland B.V.**") and Robert Bosch Finance LLC with registered office in the State of Delaware, United States of America ("**Robert Bosch Finance LLC**") (Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC herein each also called an "**Issuer**" and together, the "**Issuers**") are solely responsible for the information given in this Prospectus. Each Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus, is to the best of its knowledge, in accordance with the facts and makes no omission likely to affect its import.

NOTICE

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference. Full information on each Issuer and any tranche of Notes is only available on the basis of the combination of the Prospectus, as supplemented, and the relevant Final Terms (as defined herein).

The Dealers (as defined herein) have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuers in connection with the Program or the Notes or their distribution. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any information provided by the Issuer in connection with the Program or the Notes. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuers during the life of the Program or to advise any investor in the Notes of any information coming to their attention.

Each Issuer has confirmed to the Dealers (as defined herein) that this Prospectus contains all information which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the rights attaching to the Notes which is material in the context of the Program; that the information contained herein with respect to the Issuers, the Guarantor and the Notes is accurate and complete in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuers, the Guarantor or the Notes, the omission of which would make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; that the Issuer has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

Each Issuer has undertaken with the Dealers (i) to supplement this Prospectus or publish a new Prospectus in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus in respect of Notes issued on the basis of this Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Prospectus has been approved and the time the admission to trading becomes effective, and (ii) where approval of the Luxembourg Stock Exchange of any such document is required, to have such document approved by the Luxembourg Stock Exchange.

No person has been authorised to give any information which is not contained in or not consistent with this Prospectus or any other document entered into in relation to the Program or any information supplied by the Issuers or any other information in the public domain and, if given or made, such information must not be relied upon as having been authorised by the Issuers, the Dealers or any of them.

Neither the Arranger nor any Dealer nor any other person mentioned in this Prospectus, excluding the Issuers, is responsible for the information contained in this Prospectus or any supplement hereto, or any Final Terms or any document incorporated herein by reference, and accordingly and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. This Prospectus is valid for twelve months following its date of publication and this Prospectus and supplement thereto as well as any Final Terms reflect the status as of their respective dates of issue. The delivery of this Prospectus or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and

complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuers since such date or that any other information supplied in connection with the Program is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and any Final Terms and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms come are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the United States, the European Economic Area ("**EEA**") in general, the United Kingdom ("**UK**") and Japan see "*Selling Restrictions*". In particular, the Notes and the Guarantee have not been and will not be registered under the Securities Act or under any U.S. state securities laws, and may not be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "*MiFID II Product Governance*" which will outline (i) the target market assessment in respect of the Notes; and (ii) which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "*UK MiFIR Product Governance*" which will outline (i) the target market assessment in respect of the Notes and (ii) which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PRIIPS REGULATION / IMPORTANT - EEA RETAIL INVESTORS

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

PRIIPS REGULATION / IMPORTANT - UK RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled "*Prohibition of Sales to UK Retail Investors*", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Delegated Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Authority ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The language of the Prospectus is English. Any part of this Prospectus in the German language constitutes a translation. In respect of the issue of any tranche of Notes under the Program, the German text of the Terms and Conditions (as defined below) may be controlling and binding if so specified in the relevant Final Terms (as defined below). In respect of the German law governed Guarantee (as defined below) (including the negative pledge contained therein), the German language version is always controlling and binding as to form and content, and all rights and obligations of the holders of Notes and the Guarantor thereunder.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus and any Final Terms do not constitute an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuers, the Dealers or any of them that any recipient of the Prospectus or any Final Terms should subscribe or purchase any Notes. Each recipient of the Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial and otherwise) of the Issuers.

NOTICE TO CANADIAN (ONTARIO) INVESTORS

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor. If applicable, pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

PRODUCT CLASSIFICATION REQUIREMENTS IN SINGAPORE

The Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

STABILISATION

In connection with the issue of any tranche of Notes under the Program, the Dealer or Dealers (if any) named as stabilisation manager(s) in the applicable Final Terms (or persons acting on behalf of a stabilisation manager) may over-allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant tranche of Notes and 60 days after the date of the allotment of the relevant tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant stabilisation manager(s) (or person(s) acting on behalf of any stabilisation manager) in accordance with all applicable laws and rules.

In this Prospectus, all references to "€", "EUR" or "Euro" are to the single legal currency of the European Economic and Monetary Union.

The information on any website included in the Prospectus, except for the website www.luxse.com, does not form part of the Prospectus, unless that information is incorporated by reference into the prospectus.

BENCHMARKS REGULATION / STATEMENT IN RELATION TO ADMINISTRATOR'S REGISTRATION

Interest amounts payable under floating rate notes issued under this Program are calculated by reference to EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute (EMMI). As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016, as amended ("**Benchmarks Regulation**").

FORWARD-LOOKING STATEMENTS

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

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

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

ALTERNATIVE PERFORMANCE MEASURES

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

ESG RATINGS

Bosch Group's exposure to environmental, social and governance ("**ESG**") risks and the related management arrangements established to mitigate those risks may be assessed by several agencies, among others, through environmental, social and governance ratings ("**ESG ratings**").

ESG ratings may vary amongst ESG ratings agencies as the methodologies used to determine ESG ratings may differ. Bosch Group's ESG ratings (if any) are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. Prospective investors must determine for themselves the relevance of any such ESG ratings information contained in this Prospectus or elsewhere in making an investment decision. Furthermore, ESG ratings shall not be deemed to be a recommendation by the Issuer, the Arranger, the Dealers or any other person to buy, sell or hold the Notes. Currently, the providers of such ESG ratings are not subject to any regulatory or other similar oversight in respect of their determination and award of ESG ratings. For more information regarding the assessment methodologies used to determine ESG ratings, please refer to the relevant ratings agency's website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

TABLE OF CONTENTS

| | |
|---|-----|
| General Description of the Program..... | 9 |
| I. General..... | 9 |
| II. Issue Procedures..... | 10 |
| Risk Factors | 12 |
| Risk Factors regarding Robert Bosch GmbH and the Bosch Group..... | 12 |
| Risk Factors regarding Robert Bosch Investment Nederland B.V..... | 19 |
| Risk Factors regarding Robert Bosch Finance LLC..... | 21 |
| Risk Factors regarding the Notes..... | 22 |
| Robert Bosch GmbH as Issuer and Guarantor | 30 |
| Incorporation and Seat | 30 |
| Business Overview..... | 31 |
| Strategy | 35 |
| Capitalisation | 37 |
| Capital Stock..... | 37 |
| Shareholders..... | 37 |
| Organisational Structure | 38 |
| Management and Supervisory Bodies | 38 |
| Selected Financial Information | 43 |
| Independent Auditors | 46 |
| Fiscal Year..... | 46 |
| Liquidity, status of financial liabilities and ratings | 46 |
| Robert Bosch Investment Nederland B.V. as Issuer | 48 |
| Robert Bosch Finance LLC as Issuer..... | 51 |
| Terms and Conditions of the Notes – English Language Version | 55 |
| Option I – Terms and Conditions that apply to Notes with fixed interest rates..... | 55 |
| Option II – Terms and Conditions that apply to Notes with floating interest rates | 76 |
| Terms and Conditions of the Notes – German Language Version | 98 |
| Option I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung | 98 |
| Option II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung | 122 |
| Guarantee (German Language Version) | 146 |
| Guarantee (English Translation)..... | 149 |
| Form of Final Terms / Muster-Endgültige Bedingungen | 155 |
| Description of Rules Regarding Resolutions of Holders | 167 |
| Selling Restrictions | 171 |
| General Information | 176 |
| Authorisation | 176 |
| Legal and Arbitration Proceedings..... | 176 |
| Significant Change in the Financial or Trading Position and Trend Information | 176 |
| Listing Information | 176 |
| Interests of Natural and Legal Persons involved in the Issue/Offer | 176 |
| Documents Incorporated by Reference | 178 |
| Availability of Documents..... | 180 |
| Addresses | 181 |

GENERAL DESCRIPTION OF THE PROGRAM

I. General

Under this EUR 12,500,000,000 Debt Issuance Program, Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC may from time to time issue notes (the "**Notes**") to one or more of the following Dealers: Banco Santander, S.A., Bank of China (Europe) S.A., Barclays Bank Ireland PLC, BNP Paribas, BofA Securities Europe SA, Citigroup Global Markets Europe AG, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank, Deutsche Bank Aktiengesellschaft, HSBC Continental Europe, ING Bank N.V., J.P. Morgan SE, Landesbank Baden-Württemberg, Mizuho Bank Europe N.V., Société Générale and UniCredit Bank GmbH and to any additional Dealer appointed under the Program from time to time by the relevant Issuer, which appointment may be for a specific issue or on an ongoing basis (together the "**Dealers**"). Deutsche Bank Aktiengesellschaft acts as Arranger in respect of the Program (the "**Arranger**").

The maximum aggregate principal amount of the Notes outstanding at any one time under the Program will not exceed EUR 12,500,000,000 (or its equivalent in any other currency). The Issuers may increase the amount of the Program in accordance with the terms of the Dealer Agreement from time to time.

Notes issued by Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC will have the benefit of a guarantee (the "**Guarantee**") given by Robert Bosch GmbH. The Guarantee is governed by German law and constitutes an irrevocable, unsecured and unsubordinated obligation of the Guarantor ranking *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor.

Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of private placements and on a syndicated or non-syndicated basis. The method of distribution of each tranche ("**Tranche**") will be stated in the relevant final terms ("**Final Terms**").

Notes will be issued in Tranches, each Tranche in itself consisting of Notes that are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but having different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series. The specific terms of each Tranche will be set forth in the applicable Final Terms.

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms, save that the minimum denomination of the Notes will be, if in euro, EUR 100,000, and, if in any currency other than euro, an amount in such other currency equal to at least to EUR 100,000 at the time of the issue of the Notes.

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par, as stated in the relevant Final Terms. The issue price for Notes to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

Application has been made to the Luxembourg Stock Exchange to list Notes issued under the Program on its official list and to trade Notes on the Euro MTF operated by the Luxembourg Stock Exchange. The Program provides that Notes may be listed on other or further Non-EU-Regulated Markets, as may be agreed between the relevant Issuer and the relevant Dealer(s) in relation to each issue. Notes may further be issued under the Program which will not be listed on any stock exchange.

Notes will be accepted for clearing through one or more clearing systems as specified in the applicable Final Terms. These systems will comprise those operated by Clearstream Banking AG, Frankfurt am Main ("**CBF**"), Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear**"). Notes denominated in euro or, as the case may be, such other currency recognised from time to time for the purposes of eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, are intended to be held in a manner, which would allow Eurosystem eligibility. Therefore, these Notes will initially be deposited upon issue with in the case of (i) a new global note either CBL or Euroclear as common safekeeper or, (ii) a classical global note CBF. It does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Deutsche Bank Aktiengesellschaft will act as fiscal agent (the "**Fiscal Agent**") and as paying agent (the "**Paying Agent**") and Deutsche Bank Luxembourg S.A. will act as Luxembourg Listing Agent under the Program.

II. Issue Procedures

General

The relevant Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). The Conditions will be constituted by the relevant set of Terms and Conditions of the Notes set forth below (the "**Terms and Conditions**") as further specified by the Final Terms (the "**Final Terms**") as described below.

Options for sets of Terms and Conditions

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the relevant Issuer to choose between the following Options:

- Option I – Terms and Conditions for Notes with fixed interest rates;
- Option II – Terms and Conditions for Notes with floating interest rates.

Documentation of the Conditions

The relevant Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of the Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions alone shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche.
- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I and Option II are applicable to the individual issue by referring to the relevant provisions of the relevant set of Terms and Conditions as set out in the Prospectus only. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of the Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II contains also certain further options (characterised by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the text of the relevant set of Terms and Conditions as set out in the Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

Determination of Options

The relevant Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the respective sections of the relevant set of Terms and Conditions as set out in the Prospectus. If the Final Terms do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In the case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

RISK FACTORS

The following is a description of principal risk factors which are material in respect of the financial situation of Robert Bosch GmbH and its consolidated subsidiaries (the "Bosch Group" or "Bosch"), Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC and/or may affect Robert Bosch GmbH's, Robert Bosch Investment Nederland B.V.'s and/or Robert Bosch Finance LLC's ability to fulfil their respective obligations under the Notes and the Guarantee, as applicable, and of risk factors that are material to the Notes issued under the Program in order to assess the market risk associated with these Notes.

Prospective investors should consider these risk factors before deciding to purchase the Notes issued under the Program. In particular, holders of Notes are exposed to the risk that each of Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC may fail in whole or in part to make interest and/or redemption payments on principal that it is obliged to make under the Notes and the Guarantee, as applicable. In this case, holders of the Notes may not recover all or part of the initial investment in the Notes.

Prospective investors should consider all of the information provided in this Prospectus, including any supplements and other information which is incorporated by reference into this Prospectus, and consult with their own professional advisers (including their financial, accounting, legal, tax and other relevant advisers) about the risks associated with, and consequences of, the purchase, ownership and disposition of Notes, including the effect of any laws of each country of which prospective investors are residents. In addition, investors should be aware that the risks described herein may combine and thus intensify one another.

Risk Factors regarding Robert Bosch GmbH and the Bosch Group

In the normal course of business, Robert Bosch GmbH and the Bosch Group are subject to a number of risks that are inseparably linked to the operation of its business. Robert Bosch GmbH is currently not aware of any risks, beyond those listed in this Prospectus, which could materially affect the net assets, financial position, and results of operations of the Bosch Group in 2025. From a current perspective, there are no risk exposures that could jeopardize the Bosch Group's continued existence as a going concern. However, the Bosch Group is subject to various risks resulting from changing economic, political, geopolitical, social, industry, business or financial conditions and there are a number of business and operational factors that could adversely affect the Bosch Group's operations, sales revenue, financial position, cash flows and results. The principal risks are described below.

Industry and business risks

Changes in the markets and macroeconomic developments

In 2024, the situation in the Bosch Group's focus markets of automotive production, mechanical engineering, the construction industry, and consumer goods was difficult. Even though inflation has stabilized, and some central banks started to lower interest rates, customer demand is still weak and cyclical impulses are lacking widely. Together with the intense competition in many of the markets Bosch operates in, the pressure on sales and margins remains high.

Increasing tensions in global trade relations are leading to new and tighter rules which internationally restrict free trade. This might have a negative effect on the viability of established trade standards and the possibility to rely on legal frameworks previously applied.

In addition, the largely free trade around the world has recently become exposed to increasing protectionist measures such as tariffs, import quotas, protective product standards and "buy from home" campaigns. The global debate about and the introduction of further tariffs has led to considerable volatility. In the US, the first tariffs were imposed, including those against Mexico and China and sectoral tariffs were also introduced, particularly in the automotive industry. In China's case, these were met with retaliatory tariffs and export restrictions. The Bosch Group is a globally operating company with intermeshed supply-chain structures and complex production processes. To manage the responses to the tariff-related challenges across the Bosch Group, structures have been established, involving responsible central, regional and business functions. Bosch Group's business is largely dependent on cross-border trade as well as worldwide sourcing and production facilities. As a result, it is increasingly difficult for Bosch Group to make forecasts that provide for a sufficiently certain basis for Bosch Group's business planning. If the above trends continue or further increase and if tariffs expand or increase, this could have a material adverse effect on the Bosch Group's business, financial position, and results of operations.

Geopolitical developments

The war in the Ukraine continues and the geopolitical tensions between the U.S. and China have intensified. These circumstances may cause significant raw materials and energy price increases, interruptions of the supply chain, higher inflation rates and a salary/price spiral caused by it, increased financing costs or interruptions in finance markets.

As a result of the sanctions imposed by, e.g., the U.S., the European Union and the UK on Russia, Bosch Group's business with Russian customers and in Russia has essentially come to a standstill. Further sanctions and counter-sanctions may be enacted, e.g., by the U.S., the European Union, the UK and China which may affect Bosch Group's business and operations.

The intensified Gaza conflict has added another source for instability and turmoil in the Middle East. The conflicts in the Middle East are making global supply chains, especially shipping routes, more vulnerable. There is a risk of delivery delays and rising logistics costs that cannot be fully compensated by higher sales prices.

The accumulation of different crises could reduce the Bosch Group's planning security and could have a material adverse effect on the Bosch Group's business, financial position and results of operations.

Development of new products, production technologies and the competitive landscape

The Bosch Group's operating results significantly depend on the development of commercially viable new products and production technologies, in particular in transforming processes and product portfolio e.g. towards electrification and hydrogen business. Because of the lengthy development process, technological challenges and intense competition, the Bosch Group cannot assure that any of the products the Bosch Group is currently developing, or may begin to develop in the future, will become market-ready or achieve commercial success. If the Bosch Group is unsuccessful in developing new products and production processes in the future or if projects are discontinued for technical, economic, commercial, regulatory or any other reasons, the Bosch Group's competitive position and operating results will be harmed. The same negative impacts could occur if the societal acceptance for some of the Bosch Group's products or production technologies deteriorates or disappears completely and thus activities in the respective business sectors are reduced or discontinued. The same holds true if other companies develop alternative technologies and solutions that meet customer preferences better than Bosch Group products. Any significant changes in customer preferences concerning the Bosch Group's products, e.g., the shift to price-sensitive segments in household appliances and power tools, and failure to anticipate and react to such changes could result in declining demand for the Bosch Group's products and erosion of its competitive and financial position. The Bosch Group's business might also be adversely affected if the development of new products and production technologies is delayed due to technical difficulties which might lead to the discontinuation of projects or from shortcomings in the development process, which lead to recall campaigns or additional measures after the market introduction of products, which could result in a material adverse effect on the Bosch Group's business, results of operations and financial position.

Furthermore, Bosch is facing intense competition in its various business sectors' markets and competitive environments. In areas of future importance for the mobility sector, Bosch encounters new providers and competitors from other industries, such as software and semiconductors. In the consumer goods segments demand is increasingly shifting toward price-sensitive segments, in which Bosch is in competition with global and regional suppliers. Not only in the industrial technology segment the nature of competitors is changing as a result of trends such as electrification and digital solutions, and of increased price pressure due to the growing significance of Asian suppliers, including emerging Chinese companies. If these competitors offer comparable products at significantly lower prices than the Bosch Group to capture or secure market share, this could result in a material adverse effect on the Bosch Group's business, results of operations and financial position.

Raw materials, other intermediate products and the supply chain

Significant variations in the cost or availability of raw materials, parts (e.g., semiconductors), energy or other production factors may negatively impact the Bosch Group's operating results. The prices and/or availability of raw materials, parts, energy or other production factors vary with market conditions and may be highly volatile. Those variations might, among others, be due to natural scarcity, capacity constraints but also in the short or long term due to natural disasters, political conflicts, changes in legislation or the economic situation of countries and companies. The prices and/or availability of production factors might change at short notice so that adaption time is missing to mitigate negative impacts on the Bosch Group's activities. There have been in the past, and may be in the future, periods during which the Bosch Group was not able or may not be able to pass raw material price increases on

to customers. Even in periods during which raw material prices decrease, the Bosch Group may suffer decreasing operating results if the prices of raw materials decrease more slowly than the selling prices of the Bosch Group's products. In addition, supply interruptions of production materials, resulting from shortages, labour strikes and disputes or critical supplier liquidity bottlenecks and bankruptcies or other factors, could have a negative effect. Especially the risk for material shortages and related price increases for materials for which only one or very few suppliers exist might adversely affect the Bosch Group's operating profit margins. Supply bottlenecks for semiconductors could become challenging again. Risks around financial stability or risk of insolvency of suppliers and, in individual cases, of customers are still high. Especially the risk of the dependence on single-source suppliers is of importance. Also, the factual ban or limitation of use of materials by regulators in various countries, as it was the case for lead in the EU, may result in supply shortages and thus increased prices and/or considerable material switching costs (e.g., for packaging material). In addition, some materials necessary in the production process may lose societal acceptance due to environmental unfriendliness or working conditions in their countries of extraction or production. As a result, the Bosch Group may have to search for suitable replacement materials which may delay production and/or increase production cost.

Quality

The quality management of the Bosch Group is aiming to detect all risks in products, components, materials, and services which are produced internally or supplied by third parties. There is a possibility that not all risks might be detected before a product or service is introduced to the market. A decline in product or service quality could severely damage the Bosch Group's reputation in general as well as its standing for legality, health, safety, and environmental protection, and thereby negatively affect its future sales revenue and, as a consequence, its future operating results. Furthermore, delayed deliveries, and/or the Bosch Group's failure to comply with quality requirements could negatively affect the market acceptance of Bosch Group and/or its market reputation. Additionally, faulty components or systems could require the Bosch Group or its customers to undertake service actions and recall campaigns. This would have a material adverse effect on the Bosch Group's business, results of operations and financial position.

Warranty risk and product liability claims

The Bosch Group may be subject to product liability lawsuits and other proceedings alleging violations of due care and/or warranty obligations, as well as claims arising from breaches of contract, recall campaigns or fines imposed by governments. Any such lawsuits, proceedings or other claims could result in increased costs. In this respect, Mercedes Benz AG raised a claim following alleged delivery shortfalls of 48 Volt batteries for hybrid vehicles by the Bosch Group. Mercedes Benz AG and the Bosch Group are currently in discussions on an amicable solution. However, the outcome of such discussion cannot be predicted with certainty and could have an adverse effect on the Bosch Group's business, results of operations and financial position.

Another automotive customer claims deliveries of certain Bosch diesel injection components to be defective and threatens to file a court claim for damages. Based on its current knowledge, the Bosch Group considers the claim to be unfounded and consequently has not made any provisions in this respect. However, the outcome of a potential dispute cannot be predicted with certainty and could have an adverse effect on the Bosch Group's business, results of operations and financial position.

Robert Bosch LLC and Rivian Automotive, LLC ("**Rivian**"), an automotive customer, filed separate complaints against each other in Detroit, Michigan, USA. Robert Bosch LLC's complaint against Rivian seeks recovery of cancellation costs due to Rivian's program cancellation in 2023. At the time of filing of the complaint, Robert Bosch LLC's damages were estimated to be over USD 204 million. Rivian's complaint against Robert Bosch LLC seeks over USD 300 million for damages due to Robert Bosch LLC's alleged failure to supply electric motors in 2022. Bosch Group believes Rivian's claim to be unfounded. No provisions, except for legal fees, have been made. Significant discovery is ongoing, the outcome of which could have an impact on Bosch Group's risk assessment.

Furthermore, defective products could result in loss of sales revenue and/or loss of customers and would consequently have a materially adverse effect on the Bosch Group's reputation and market perception which in turn could have a significant adverse effect on the Bosch Group's sales revenue and results of operations and its financial position.

Potential damages claimed by customers could negatively affect the market acceptance of other products of the Bosch Group and its market reputation in various market segments. The realisation of any of these risks could have a material adverse effect on the Bosch Group's business, financial position,

and results of operations.

Investments and acquisitions

The Bosch Group's business strategy involves acquisitions and investments in its core businesses as well as establishing new businesses. This strategy depends in part on its ability to successfully identify and acquire, on acceptable terms and risk levels, assets and/or shareholdings in companies. Corporate acquisitions are typically associated with significant financial investments and associated risks. The Bosch Group is not able to guarantee that it will recognize all risks related to such a transaction in advance or that it will have protected itself against such risks entirely.

There is also a risk that it might not be possible to achieve the targets for growth, synergies, economies of scale, cost savings, development, production or distribution, or other strategic goals being sought from the acquisition of companies and interests in companies, or that it may only be possible to achieve the targets to an insufficient extent given time and budget constraints as well as changes in the competitive environment. This could have adverse effects on the Bosch Group's business, results of operations and financial position.

Personnel

The knowledge and expertise of its employees constitute one of the Bosch Group's most important success factors. Therefore, it is essential for the Bosch Group's success to attract and to employ enough qualified staff. It is becoming increasingly difficult to find and retain qualified staff and there is no guarantee that in the future the Bosch Group will succeed in hiring and retaining the required number of qualified technical and managerial personnel. This could have a material adverse effect on the Bosch Group's business, results of operations and financial position.

Brand name

One of the Bosch Group's major assets is its well-known brand name associated with a high level of quality and performance of its products. Any harm to its reputation, be it due to a significant change of the societal perception of its products or their use, the development or production technologies and/or changing legislation, could have a material adverse effect on the Bosch Group's business, results of operations and financial position. In this context, especially the influence of large-scale social media campaigns can have a severe negative impact.

Operational risks

Information technology

Due to its worldwide operations, the Bosch Group strongly depends on increasingly complex and globally interconnected information technology (IT) systems. As a result of the connectivity in the cyberspace, the Bosch Group is exposed to various risks, ranging from the loss, manipulation, or theft of data to stoppages and interruptions to the business, and/or system failure. A failure of the Bosch Group's IT systems due to cyber-attacks or internal sources of error could lead to considerable problems in product development, production, and the ongoing operation of software products as well as in administrative processing which could have a material adverse effect on the Bosch Group's business, results of operations and financial position.

Processing personal data

The Bosch Group processes large quantities of personal data, also using the new field of Artificial Intelligence ("AI"). This data is protected by legislations such as the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR") and other local legislations, for example the German Federal Data Protection Act (*Bundesdatenschutzgesetz*). The GDPR and most non-EU-based data protection legislations stipulate significant potential fines in the case of non-compliance. Violations of these regulations and data law breaches (for example unauthorized access to information stored by the Bosch Group or by a third party the Bosch Group is legally responsible for) may cause damage to the Bosch Group's reputation. Besides this, other laws have been passed such as the EU Artificial Intelligence Act (*EU KI Gesetz*) and the Data Act (*Datengesetz*). These various regulations could constitute infringement of administrative and criminal law, lead to sanctions from data protection supervisory authorities and grant the data subjects a right to damage claims against the Bosch Group. Therefore, any violation of data protection regulations may entail regulatory action, litigation and/or reputational damage which could have a material adverse effect on the Bosch Group's business, results of operations and financial position.

Governmental regulations

The industries in which the Bosch Group operates, particularly the automotive industry, are subject to extensive governmental regulations worldwide. The cost to comply with these regulations is significant. Due to new legislation of which the content and extent cannot be predicted by the Bosch Group, the Bosch Group might incur significant additional expenses in the future, which could have a material adverse effect on the Bosch Group's business, results of operations and financial position. Especially in the area of climate regulation (e.g., the ban on the registration of new passenger cars with internal combustion engines from 2035 onwards, as passed by the European Union) which might intensify significantly in the coming months and years, additional expenses to comply with the respective regulation could be incurred.

Customer behaviour and demand for combustion engines in the light of intensifying regulations and discussions around climate change might change faster than anticipated and have material adverse effects on the Bosch Group's business.

There is also the risk that differing and/or contradicting laws and regulations between countries and other regulatory institutions exist and/or appear in the future which might prevent or harm the Bosch Group's operations in one or more countries or generate high costs to continue operations under the respective legal environments. It might occur that due to contradicting regulation between countries, the Bosch Group needs to abandon markets to secure others. This could lead eventually to a reduction in overall sales, unused capacities and thus deteriorated earnings.

Furthermore, the associated transparency through reporting obligations, e.g., the Corporate Due Diligence Obligations in Supply Chains Act (*Lieferkettensorgfaltspflichtengesetz*), the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment (the "**Taxonomy Regulation**") and the Directive (EU) 2022/2464 of the European Parliament and of the Council of 14 December 2022 as regards corporate sustainability reporting (*Richtlinie hinsichtlich der Nachhaltigkeitsberichterstattung von Unternehmen – "EU CSRD"*) can lead to considerable pressure on existing fields of activity of Bosch Group.

Legal and compliance risks

The Bosch Group may become subject to legal, regulatory, governmental or arbitration proceedings which could involve substantial claims for damages or other payments and therefore adversely affect the Bosch Group's future financial condition and results of operations.

With regard to diesel vehicle emissions domestic and foreign authorities are still investigating various vehicle manufacturers. Only a few of those investigations include Bosch Group as a supplier of engine control units. Bosch Group remains a defendant in civil class actions and individual lawsuits of different vehicle manufactures in a few countries regarding diesel vehicle emissions. In 2024, Bosch successfully concluded several proceedings. In all cases, Bosch Group neither admitted any of the presented facts nor any liability.

There are still risks arising from pending and possible further proceedings and lawsuits, but Bosch considers these to be decreasing. Bosch is protecting its rights in all proceedings.

In view of any civil law risks associated with concluded antitrust proceedings, Bosch is also engaged in discussions with customers on compensation.

As of 31 December 2024, the provisions for the various legal risks mentioned amount to 107 million euros for the entire Group. The management is not aware of any other legal risks from the 2024 financial year that could have a significant impact on the net assets, financial position, and results of operations according to current assessments.

On 21 March 2023, the European Court of Justice ("**ECJ**") rendered a decision against Mercedes-Benz Group AG (C-100/21). In its judgment, the ECJ concluded that the purchaser of a vehicle equipped with certain emissions-related functionality may be entitled to compensation from the car manufacturer if the purchaser is able to establish that it has incurred damages. However, according to the ECJ, in the absence of EU law stipulating details under which purchasers concerned by the acquisition of a vehicle equipped with certain emissions-related functionality may obtain compensation, it is for each member state to determine these rules. Consequently, it is left to the national courts to decide on the actual existence of a claim as well as the responsibility for such a claim for damages and it is – at the date of this Prospectus – unclear if and when such case law of the national courts will develop and if yes, whether it would be relevant for the Bosch Group. The outcome of any still pending and any potential further lawsuits cannot be predicted with certainty and any such proceedings might negatively impact the Bosch Group. It thus cannot be excluded that the Bosch Group may incur additional substantial

financial charges in the future in relation to diesel engine emission investigations or lawsuits which could have a material adverse effect on the Bosch Group's business, results of operations and financial position.

Robert Bosch GmbH is subject to court proceedings initiated by SEG Automotive Germany GmbH ("**SEG**") for payment of around 2.4 million euros plus interest and declaratory judgement of alleged future damages of at least 73.3 million euros due to allegations of contract breach and abuse of a dominant market position. Based on its current knowledge, the Bosch Group considers the claims of SEG to be unfounded and without merit. Therefore, the Bosch Group has not made any provisions so far with respect to the still pending proceedings. However, the outcome of the court proceedings with SEG cannot be predicted with certainty. It cannot be excluded that the court proceedings could have an adverse effect on the Bosch Group's business, results of operations and financial position.

The abruptness with which new sanctions and related tools are imposed, the extension of restrictions to include various business processes, conflicting laws scenarios, the increasingly extraterritorial reach of sanctions, and the steadily increasing general risk of evasion and circumvention of sanctions has created a business environment that presents the Bosch Group with the considerable challenge of adapting its operations in a timely manner. Export-control and sanctions-related violations could have occurred at Bosch in the past and may occur in the future. Related investigations by authorities against Bosch may result in fines and other punitive measures. Past or future violations could also result in claims for damages as well as reputational damages. Any or all of the above could have a negative impact on the Bosch Group's business, sales revenue, financial position, cash flows or results of operations.

The Bosch Group is active in countries with – compared to Western Europe and North America - lower levels of political, financial, legal, social, and economic stability and/or less developed and differentiated legal and administrative systems, and/or more difficult regulatory environments including trade restrictions or expropriations. Particularly in countries in which the spread of organised crime and other illegal activities, such as corruption and bribery, are prevalent, actions taken by local employees could, despite clear company policies and ongoing controls, violate intra-group standards and applicable laws in Germany or the respective foreign country without the knowledge of the Bosch Group's management. The realisation of any of these risks and its legal and financial consequences could have a material adverse effect on the Bosch Group's business, results of operations and financial position.

With regard to intellectual property there is a risk that (i) third parties might copy the Bosch Group's intellectual property and know-how ("**IPR**") without compensation, (ii) access to third party IPR, critical to the Bosch Group's development and/or production processes, might be restricted, or (iii) the Bosch Group will face infringement claims due to unknowingly using a third party's IPR.

Financial Risks

Currency risks

The Bosch Group conducts a significant portion of its operations outside the Euro zone. Fluctuations of foreign currencies versus the Euro can materially affect the Bosch Group's sales revenue as well as the Bosch Group's operating results. For example, changes in currency exchange rates may affect the relative prices at which the Bosch Group and its competitors sell products in the same market, the cost of materials/products and services the Bosch Group requires for its operations and the EUR-denominated items in the Bosch Group's consolidated financial statements. Such fluctuations can harm the Bosch Group's business, results of operations and financial position.

Pension funds

Pension fund assets generally have to cover future pension liabilities. Changes and movements in the equity, fixed income and other markets could significantly change the valuation of the assets of the Bosch Group's pension plans. A change in yield assumptions could also have an impact on the discounted present value of the Bosch Group's pension obligations. In addition, changes in the assumptions underlying pension and post-retirement benefit plans, such as increase in rates for compensation, retirement rates, mortality rates, health care cost trends and other factors could lead to significant increases or decreases in the Bosch Group's pension provisions and similar obligations, which would affect the reported status of the Bosch Group's plans and therefore could also negatively affect the net periodic pension cost or cause cash contributions in the future. Future expenses or cash contributions due under the Bosch Group's pension or post-retirement benefit plans can have a material adverse effect on the Bosch Group's business, results of operations and financial position.

Share-price risks

The Bosch Group holds stocks as part of its financial investments used to cover pension obligations. To reduce share-price risks, a broadly diversified investment strategy is pursued across various regions and sectors. Furthermore, the Bosch Group holds investments in some publicly quoted companies. A decrease of share-prices could have a material negative impact on the Bosch Group's financial position.

Credit risks

The Bosch Group supplies a large number of customers with its products. The default of one or more customers can adversely affect the Bosch Group's financial position.

Refinancing and liquidity risks

A deterioration or the perception of a deterioration of the creditworthiness of the Bosch Group could negatively affect the access of the Bosch Group to capital markets or bank financing. Irrespective of its creditworthiness, the access of the Bosch Group to external financing at fair conditions may also be difficult in times of market disruptions, e.g., during times of financial crises or during a pandemic such as the COVID-19 pandemic which affects the economy on a global scale. Refinancing costs could also increase as a result of higher general interest rates or credit spreads and thus negatively impact the Bosch Group's business, results of operations and financial position. Refinancing by way of equity issuance is limited for the Bosch Group due to its legal form and the shareholder structure.

Risk Factors regarding Robert Bosch Investment Nederland B.V.

Robert Bosch Investment Nederland B.V. acts as a holding company for certain shareholdings of the Bosch Group and as a financing vehicle of the Bosch Group. Its main assets are shareholdings in certain participations of the Bosch Group and loans to other companies of the Bosch Group. Robert Bosch Investment Nederland B.V.'s continued operations depend on the ability of Robert Bosch GmbH and other members of the Bosch Group to meet their payment obligations under these loans. All debt securities of Robert Bosch Investment Nederland B.V. (such as the Notes) will be wholly and unconditionally guaranteed by Robert Bosch GmbH in respect of principal and interest payments. Accordingly, the ability of Robert Bosch Investment Nederland B.V. to fulfill its obligations under the Notes is affected, substantially, by the same risks as those that affect the business and operations of Robert Bosch GmbH and/or its consolidated subsidiaries. For the risk factors regarding Robert Bosch GmbH, as guarantor and debtor to Robert Bosch Investment Nederland B.V., please see "Risk Factors regarding the Bosch Group" above.

In addition to the risk factors described above, the following risk factors apply specifically to Robert Bosch Investment Nederland B.V.

Impairment risk

For Robert Bosch Investment Nederland B.V. the most significant risk is the impairment risk in its investment and loan portfolio, in particular regarding entities in deteriorating markets or regions. As a result of the complexity and diversity of operations of the investments, the respective valuation of the portfolio is subject to significant estimates and may turn out to be too optimistic. This could lead to negative changes in the value of Robert Bosch Investment Nederland B.V.'s investments.

Currency risk

Robert Bosch Investment Nederland B.V. has participating interests and securities worldwide and receives dividends in non-euro currencies. These dividends are immediately converted in euro. However, since Robert Bosch Investment Nederland B.V. has no hedging arrangements in place, there is no assurance that it is fully protected against currency fluctuations.

Market risk

Robert Bosch Investment Nederland B.V. is exposed to risks concerning the valuation of securities which are valued at fair value.

Interest rate risk

Robert Bosch Investment Nederland B.V. is exposed to interest rate risk on the interest-bearing current and non-current assets (especially loans under financial assets) and current liabilities (including liabilities to participating interests and related parties). As to assets and liabilities with flexible interest agreements, Robert Bosch Investment Nederland B.V. is exposed to risks concerning future cash flows. As to assets and liabilities with fixed interest rates (which is mostly applicable), Robert Bosch Investment Nederland B.V. is exposed to risks over the market value.

Credit risk

There is a concentration of credit risk as Robert Bosch Investment Nederland B.V. has issued loans to participating interests and related parties. Any such counterparty may fail to make payments under the respective loan.

Liquidity risk

Robert Bosch Investment Nederland B.V. is a holding entity which finances its investments in participating interests and loan receivables by dividend income received from its participating interests, notes issued and financing provided by the parent company. Thus, there is the liquidity risk that such fund flows are cancelled.

Tax risk

Robert Bosch Investment Nederland B.V. and its Dutch subsidiaries form a fiscal unity in the Netherlands. Hence, Robert Bosch Investment Nederland B.V. is also liable for the tax liabilities of its Dutch subsidiaries.

Human Resources Risk

Robert Bosch Investment Nederland B.V. has a limited number of employees. In case of long-term illness or resignation of key employees, Robert Bosch Investment Nederland B.V. may not be able to hire equivalent qualified staff and thus may depend on support from its sole shareholder Robert Bosch GmbH to meet all current obligations, including reporting obligations. In a worst-case scenario, Robert Bosch GmbH will not have sufficient capacity and/or employees to support Robert Bosch Investment Nederland B.V. which could have a material adverse effect on its business, results of operations and financial position.

Risk Factors regarding Robert Bosch Finance LLC

Robert Bosch Finance LLC is an indirectly wholly-owned finance subsidiary of the Guarantor and, in case of an issuance by Robert Bosch Finance LLC under this Program, Robert Bosch Finance LLC will on-lend the proceeds from the sale of the Notes under (i) borrowings under the treasury services agreement or (ii) actual intercompany loans to U.S. and Mexico affiliates of the Bosch Group. In case of an issuance of Notes by Robert Bosch Finance LLC under this Program, Robert Bosch Finance LLC intends to service and repay the Notes out of the payments it receives under these intercompany loans. Robert Bosch Finance LLC has material cash deposits in bank accounts (which do not exceed Robert Bosch Finance LLC's liabilities) but no other assets or sources of revenue except for its claims under various intercompany receivables. Accordingly, Robert Bosch Finance LLC's ability to service and repay the Notes would depend on the ability of the counterparties to the intercompany loans to service such indebtedness. Therefore, in meeting its payment obligations under the Notes, Robert Bosch Finance LLC would be wholly dependent on the profitability and cash flows of the counterparties to the intercompany loans to which it would be a party.

All debt securities of Robert Bosch Finance LLC (such as commercial papers issued under the U.S. commercial paper program, loans drawn under its bilateral credit lines, the Private Placement Notes (as defined below in the section "ROBERT BOSCH GMBH AS ISSUER AND GUARANTOR – Liquidity, structure of financial liabilities and ratings") and the Notes under this Program, if any) are and will be wholly and unconditionally guaranteed by the Guarantor in respect of principal and interest payments. Accordingly, the ability of Robert Bosch Finance LLC to fulfill its obligations under the Notes is affected, substantially, by the same risks as those that affect the business and operations of Robert Bosch GmbH and/or its consolidated subsidiaries. For the risk factors regarding Robert Bosch GmbH, as guarantor and debtor to Robert Bosch Finance LLC, please see "Risk Factors regarding the Bosch Group" above.

In addition to the risk factors described above, the following risk factor applies specifically to Robert Bosch Finance LLC:

Human Resources Risk

Robert Bosch Finance LLC has a limited number of employees. In case of long-term illness or resignation of key employees, Robert Bosch Finance LLC may not be able to hire equivalent qualified staff and thus may depend on support from its sole shareholder Robert Bosch GmbH to meet all current obligations, including reporting obligations. In a worst-case scenario, Robert Bosch GmbH will not have sufficient capacity and/or employees to support Robert Bosch Finance LLC which could have a material adverse effect on its business, results of operations and financial position.

Risk Factors regarding the Notes

The following is a disclosure of the principal risk factors which are material to the Notes issued under the Program in order to assess the market risk associated with the Notes. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Program.

Prospective investors should consider all information provided in this Prospectus and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another.

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

Notes may not be a suitable investment for all investors

Each potential investor in Notes must determine the suitability of that investment in light of its own economic circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement hereto;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behavior of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Liquidity Risk

Application has been made to list Notes on the official list of the Luxembourg Stock Exchange and to trade Notes on the Euro MTF operated by the Luxembourg Stock Exchange. The Notes may also be listed and traded on further or other Non-EU-regulated markets or not be listed at all. Regardless of whether the Notes are listed or not, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If Notes are not listed on any stock exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Risk of Early Redemption

The applicable Final Terms will indicate whether the relevant Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates determined beforehand or whether the Notes will be subject to early redemption upon the occurrence of an event specified in the applicable Final Terms (early redemption event). Such early redemption events may, without limitation, include an early redemption right if the aggregate principal amount of the Notes outstanding falls below a certain threshold or, if the Notes were issued in connection with a particular transaction, if the financing purpose in connection with such transaction ceases to exist. In addition, the relevant Issuer will always have the right to redeem the Notes if the relevant Issuer and/or the Guarantor, as the case may be, is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. Furthermore, the relevant Issuer has a right for termination in the case of Floating Rate Notes if a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined following a Rate Replacement Event as set out in the Terms and Conditions. If the relevant Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The relevant Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which

means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the relevant Issuer can be expected not to exercise his optional call right if the yield on comparable Notes in the capital market has increased. In this event, an investor may not be able to reinvest the funds in comparable Notes with a higher yield. It should be noted, however, that the relevant Issuer might exercise any optional call right irrespective of market interest rates on a call date.

Taxation

Potential purchasers of Notes should be aware that stamp duty and other taxes and/or charges may be levied in accordance with the laws and practices in the countries where the Notes are transferred and other relevant jurisdictions. Potential purchasers of Notes who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers of Notes 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 which will apply at any given time.

Change of law

The Terms and Conditions will be governed by German law, as in effect at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to German law (or law applicable in Germany) including taxation, judicial decision or administrative practice after the date of this Prospectus.

Currency Risk

A holder of Notes denominated in a foreign currency (i.e. a currency which is different from the official currency where the investor is domiciled) is particularly exposed to the risk of changes in currency exchange rates 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 euro, for example, will result in a corresponding change in the euro value of Notes denominated in a currency other than euro and a corresponding change in the euro value of interest and principal payments made in a currency other than in euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder, expressed in euro, falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Fixed Rate Notes

A holder of Fixed Rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of a Fixed Rate Note as specified in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the holder of Fixed Rate Notes holds such Notes until maturity, changes in the market interest rate are without relevance to such holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

Floating Rate Notes

A holder of Floating Rate Notes is particularly exposed to the risk of 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. Floating Rate Notes may be structured to include caps or floors, or any combination of those features. In such case, their market value may be more volatile than the market value for Floating Rate Notes that do not include these features. If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage

factor or any combination of those features or other similar related features, the effect of changes in the interest rates on interest payable will be increased and their market value may be more volatile than those for Floating Rate Notes that do not include these features. The effect of a cap is that the amount of interest will never rise above and beyond the predetermined cap, so that the holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar Floating Rate Notes without a cap.

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 any Notes.

Risks associated with Notes with a specific use of proceeds, such as green bonds, social bonds or sustainable bonds ("ESG Bonds")

In respect of any Notes issued with a specific use of proceeds, such as a green bond, social bond or sustainable bond, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor.

The Final Terms relating to any specific Tranche of Notes may provide that it will be the relevant Issuer's intention to apply an amount equivalent to the proceeds from an offer of those Notes specifically for projects and activities that promote climate-friendly and other environmental purposes or social purposes ("**ESG Projects**").

The Bosch Group will establish a framework before such issuances which will further specify the eligibility criteria for such ESG Projects (the "**Sustainable Bond Framework**"). The Sustainable Bond Framework will be accessible, once established on the website of the Bosch Group (www.bosch.de). For the avoidance of doubt, neither the Sustainable Bond Framework, once established, nor the content of the website or any Second-Party Opinion (as defined below) including any footnotes, links to the Bosch Group's website and/or progress and impact assessment reports are, nor shall they be deemed to be, incorporated by reference into or form part of this Prospectus.

The Final Terms for any ESG Bond issued under the Program will contain further information on the envisaged use of proceeds. Prospective investors should refer to the information set out in the relevant Final Terms and in the Sustainable Bond Framework, once established, regarding such use of proceeds and must determine for themselves the relevance of such information (in particular, regarding the reasons for the offer and the use of proceeds) for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. Investors should also note that the Sustainable Bond Framework may be subject to review and change. It may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Prospectus, and that such updated Sustainable Bond Framework will then apply to any ESG Bonds, newly issued or outstanding.

Due to the envisaged use of the proceeds from the issuance of such Series of Notes, the relevant Issuer may refer to such Notes as, e.g., "green bonds", "social bonds" or "sustainable bonds". It should be noted that the definition (legal, regulatory or otherwise) of, and market consensus as to what constitutes, or may be classified as, a "green" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or "social" or such other equivalent label has been and – as of the date of this Prospectus – continues to be under development. This has not changed following the entering into force of the EU Green Bond Regulation which applies from 21 December 2024. The EU Green Bond Regulation introduces a voluntary label (the "**European Green Bond Standard**") for issuers of green use of proceeds bonds where the proceeds will be invested in economic activities aligned with the Taxonomy Regulation. However, despite the entering into force of the EU Green Bond Regulation, the green bond market is currently mainly organised through market-based and industry group standards. These include the ICMA's Green Bond Principles and the Climate Bond Initiative's (CBI) Climate Bond Standard which are voluntary standards that significantly supported the growth of the green bond market to date. While "European Green Bonds" designated as such must follow uniform standards which are clearly defined in the EU Green Bond Regulation, no assurance can be given that such a clear standard, definition or consensus will develop over time for green, social or sustainable bonds that are not issued in accordance with the EU Green Bond Regulation but follow ICMA's or CBI's voluntary standards (such as the ESG Bonds). In any event, even if such voluntary or regulatory initiatives should arrive at a definition of "green" (or any equivalent label), they are not necessarily meant to apply to the Notes, nor will the relevant Issuer necessarily seek compliance for any of the Notes with all or some of such rules, guidelines, standards, taxonomies or objectives.

Investors must be aware that ESG Bonds of the Issuers are not expected to be eligible at any time to

entitle the relevant Issuer to use the designation "European green bond" or "EuGB" and the Issuers are under no obligation to take steps to have any ESG Bonds become eligible for such designation. Against this background, in particular, no assurance can be given by the Issuers or the Guarantor (if applicable), the Arranger or the Dealers that the envisaged use of such proceeds for relevant Notes by the relevant Issuer for any ESG Projects in accordance with the Sustainable Bond Framework, once established, will satisfy, either in whole or in part, (i) any existing or future legislative or regulatory requirements, or (ii) any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses (including those the subject of or related to, any ESG Projects). Further, no assurance or representation can be given by the Issuers or the Guarantor (if applicable), the Arranger or the Dealers that the reporting under the Sustainable Bond Framework, once established, will meet investor needs or expectations nor that any projects or uses (including those the subject of, or related to, any ESG Projects) will meet any or all investor expectations regarding such "green", "sustainable", "social" or other equivalently-labelled performance objectives or that any adverse environmental and/or other impacts will not occur during the implementation of any projects or uses (including those the subject of, or related to, any ESG Projects). Also, the criteria for what constitutes an ESG Project may be changed from time to time and cannot be predicted. Under its terms and conditions, ESG Bonds may provide for the right of the relevant Issuer to redeem the ESG Bonds early. If such redemption occurs prior to the full allocation of the proceeds of such ESG Bonds, such allocation may not take place in full or not at all and, in that case, the ESG Bonds may no longer be able to contribute to any ESG Projects. Although such occurrences would not constitute an event of default, there may be a negative reputational or other effect.

Furthermore, none of the Issuers, the Guarantor (if applicable), the Arranger or the Dealers accepts any responsibility for any environmental or sustainability assessment of any Notes issued as green bonds or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels, including in relation to the Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, Regulation (EU) 2019/2088, as amended, on sustainability-related disclosures in the financial services sector (*Verordnung über nachhaltigkeitsbezogene Offenlegungspflichten im Finanzdienstleistungssektor - SFDR*) and any implementing legislation and guidelines or any requirements of such labels as they may evolve from time to time.

Furthermore, no assurance or representation is given that any Notes issued as described in the Sustainable Bond Framework will, at any time, be compliant with the EU Green Bond Regulation and/or the Taxonomy Regulation. It can also not be excluded that the establishment of the EU Green Bond Regulation might have a negative effect on the trading and market value of ESG Bonds issued by the relevant Issuer, if they do not conform with the requirements of such standard.

The performance of any ESG Bond is not linked to the performance of the relevant portfolio of ESG Projects or the performance of the relevant Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of any ESG Bond and the portfolio of ESG Projects. Consequently, neither payments of principal and/or interest on any green bond nor any rights of holders of any green bond shall depend on the performance of the relevant portfolio of ESG Projects or the performance of the relevant Issuer in respect of any such environmental or similar targets. Holders of any ESG Bond shall have no preferential rights or priority against the assets of any portfolio of ESG Projects nor benefit from any arrangements to enhance the performance of any ESG Bond.

Application of an amount equivalent to the net proceeds of such ESG Bonds for a portfolio of ESG Projects will not result in any security, pledge, lien or other form of encumbrance of such assets for the benefit of the holders of any such green bond, nor will the performance of such portfolio of ESG Projects give rise to any specific claims under the green bonds or attribution of losses in respect of the Notes.

It is the intention of the relevant Issuer to apply an amount equivalent to the net proceeds of any Notes so specified for ESG Projects in, or substantially in, the manner described in the relevant Final Terms and the Sustainable Bond Framework, once established. However, there can be no assurance by the Issuers, the Guarantor (if applicable), the Arranger, the Dealers or any other person that the relevant project(s) or use(s) the subject of, or related to, any ESG Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be disbursed in whole or in part for such project(s) or use(s). Neither can there be any assurance by the relevant Issuer, the Guarantor (if applicable), the Arranger, the Dealers or any other person that such ESG Projects will be completed within any specified period or at all or with the

results or outcome (whether or not related to the environment) as originally expected or anticipated by the relevant Issuer or that no adverse environmental, social and/or other events will occur during the implementation of any ESG Projects.

Any such event or any failure by the relevant Issuer will not constitute an event of default under the terms and conditions of the Notes or give the holders of Notes the right to otherwise terminate the Notes early.

Payment of principal and interest of Notes issued in accordance with the Sustainable Bond Framework, once established, will be made from the Bosch Group's general funds and will not be directly linked to the performance of any ESG Projects.

No assurance or representation can be given by the relevant Issuer, the Guarantor (if applicable), the Arranger or the Dealers as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the relevant Issuer) which may be made available in connection with the issue of any Notes and in particular with any ESG Projects to fulfil any environmental, social sustainability and/or other criteria (each a "**Second-Party Opinion**"). Any such Second-Party Opinion may not address risks that may affect the value of any Notes issued under the Sustainable Bond Framework, once established, or any ESG Projects against which the relevant Issuer may assign the proceeds of any Notes.

Such Second-Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in any Notes including without limitation market price, marketability, investor preference or suitability of any security. Such Second-Party Opinion is a statement of opinion, not a statement of fact. Any such Second-Party Opinion is not, nor should be deemed to be, a recommendation by the Issuers, the Guarantor (if applicable), the Arranger, the Dealers or any other person to buy, sell or hold any Notes. Any such Second-Party Opinion is only current as of the date that opinion was initially issued and may be updated, suspended or withdrawn by the relevant provider(s) at any time. Prospective investors must determine for themselves the relevance of such Second-Party Opinion and/or the information contained therein and/or the provider of such Second-Party Opinion for the purpose of any investment in any Notes. Currently, the providers of such Second-Party Opinions for any such "green", "social" or "sustainable bonds" which do not qualify as "European Green Bonds" or "EuGB" within the meaning of the EU Green Bond Regulation are not subject to any specific regulatory or other regime or oversight. There can be no assurance that holders of Notes, irrespective of whether or not such Notes will have any recourse against the provider(s) of any Second-Party Opinion.

In connection with the issue of ESG Bonds, the relevant Issuer may also annually provide information on the allocation of the net proceeds from the ESG Bonds until full allocation, or until maturity. Further, the relevant Issuer may report on the related environmental impact of the (re-)financed ESG Projects. Such reports are not incorporated in, and do not form part of, this Prospectus. Such reports are not a recommendation by the relevant Issuer, the Guarantor (if applicable), the Arranger, the Dealers or any other person to buy, sell or hold ESG Bonds. Prospective investors must determine for themselves the relevance of any reports for the purpose of any investment in ESG Bonds. In particular, no assurance or representation is made or given by the relevant Issuer, the Guarantor (if applicable), the Arranger, the Dealers or any other person that any such reports reflect any present or future requirements, investment criteria or guidelines which may apply to any investor or its investments. In addition, it would not constitute an event of default under the terms and conditions of the ESG Bonds if the relevant Issuer was to fail to observe the provisions in the Final Terms for the ESG Bonds relating to the use of proceeds of the ESG Bonds or the relevant Issuer's intentions as regards reporting.

In the event that any of the ESG Bonds are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated) including without limitation the Luxembourg Green Exchange ("**LGX**"), or included in any index so labelled, no representation or assurance is given by the relevant Issuer, the Guarantor (if applicable), the Arranger, the Dealers or any other person that such listing, admission or inclusion in such index, satisfies, whether in whole or in part, any present or future investor expectations or requirements with respect to any investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that the criteria for any such listing, admission to trading may vary from one stock exchange or securities market to another and also the criteria for inclusion in such index may vary from one index to another. Nor is any representation or assurance given or made by the relevant Issuer, the Guarantor (if applicable), the Arranger, the Dealers or any other person that any such listing, admission to trading, or inclusion in any such index, will be

obtained in respect of any Series of ESG Bonds or, if obtained, that any such listing, admission to trading, or inclusion in such index will be maintained during the life of that Series of ESG Bonds.

Neither the relevant Issuer, nor the Guarantor (if applicable), nor the Arranger, nor the Dealers are responsible for any third party assessment of the ESG Bonds. Nor is the Arranger or any Dealer responsible for (i) any assessment of ESG Bonds, or (ii) the monitoring of the use of proceeds. Any failure to apply the proceeds of ESG Bonds as set out in the Final Terms for an issue of ESG Bonds and/or negative change to, or withdrawal or suspension of and/or listing or admission to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of ESG Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Any of the risks mentioned above and in particular (i) the non-compliance of the Notes with any future voluntary or regulatory standard for sustainable instruments, (ii) a failure to apply an amount equivalent to the proceeds of any issue of Notes for any ESG Projects and (iii) the withdrawal of any Second-Party Opinion may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance ESG Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Specific risks regarding Floating Rate Notes linked to EURIBOR

The interest rates of Floating Rate Notes are linked to EURIBOR which is deemed to be a "benchmark" ("**Benchmark**") and which is the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented.

Following the implementation of such potential reforms, the manner of administration of a Benchmark may change, with the result that they perform differently than in the past, or a Benchmark could be eliminated entirely, or there could be consequences which cannot be predicted. Any changes to a Benchmark as a result of the Benchmarks Regulation or other initiatives could have a material adverse effect on the costs of obtaining exposure to a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in a certain Benchmark, trigger changes in the rules or methodologies used in a certain Benchmark or lead to the disappearance of a certain Benchmark.

As regards EURIBOR, the new hybrid calculation of EURIBOR has already been adapted to the requirements of the Benchmarks Regulation that takes into account current transaction data, historical transaction data and modelled data based on expert opinions. However, since reference rates relying on expert opinion and modelled data are widely regarded as potentially less representative than reference rates determined in a fully transaction-based approach and because central banks, supervisory authorities, expert groups and relevant markets thus are developing towards preferred use of risk-free overnight interest rates with a broad and active underlying market as reference rates, there is a risk that the use or provision of EURIBOR may come to an end in the medium or long term. In this respect, it should be noted that the European Money Markets Institute, as administrator of EURIBOR, has launched a forward-looking term rate EFTERM as alternative to and as a new fallback rate for EURIBOR. It is therefore currently not foreseeable whether EURIBOR will continue to exist permanently and beyond 2025.

Investors should be aware that, if a Benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which are linked to or which reference such Benchmark will be determined for the relevant interest period by the fallback provisions applicable to such Notes. The Terms and Conditions of the Notes distinguish between fallback arrangements in the event that a published Benchmark, such as EURIBOR (including any screen page on which such Benchmark may be published (or any successor page)) becomes temporarily unavailable or permanently unavailable (so-called Rate Replacement Event).

If a Rate Replacement Event (which, amongst other events, includes the permanent discontinuation of the Benchmark) occurs, fallback arrangements will include the possibility that:

- (i) the relevant rate of interest could be determined by reference to a Replacement Rate determined by (i) the relevant Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by an investor that is knowledgeable in the respective type of bonds, such as the Notes, or (ii) failing which, an independent advisor (each, the "**Relevant Determining Party**"); and
- (ii) such Replacement Rate may be adjusted (if required) by an Adjustment Spread (as defined

in §3 of the Terms and Conditions in Option II) to be applied to the Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value between the relevant Issuer and the holders of Notes that would otherwise arise as a result of the replacement of the Benchmark against the Replacement Rate.

However, the relevant Issuer may be unable to appoint an independent advisor at commercially reasonable terms, using reasonable endeavors or the Relevant Determining Party may not be able to determine a Replacement Rate, an Adjustment Spread, if any, or the Rate Replacement Adjustments (as defined in §3 of the Terms and Conditions in Option II) in accordance with the Terms and Conditions of the Floating Rate Notes. If a Replacement Rate, an Adjustment Spread, if any, or the Rate Replacement Adjustments cannot be determined, the rate of interest for the relevant interest period will be the rate of interest applicable as at the last preceding interest determination date before the occurrence of the Rate Replacement Event, or, where the Rate Replacement Event occurs before the first interest determination date, the rate of interest will be the initial rate of interest. Applying the initial rate of interest, or the rate of interest applicable as at the last preceding interest determination date before the occurrence of the Rate Replacement Event could result in Notes linked to or referencing the relevant Benchmark performing differently (which may include payment of a lower rate of interest) than they would do if the relevant Benchmark were to continue to apply, or if a Replacement Rate could be determined. Ultimately, if the relevant Issuer does not use its right for termination pursuant to §3 of the Terms and Conditions in Option II, it could result in the same Benchmark rate being applied for the determination of the relevant rates of interest until maturity of the Floating Rate Notes, effectively turning the floating rate of interest into a fixed rate of interest. In that case, a holder of Notes would no longer participate in any favourable movements of market interest rates.

Also, even if a Replacement Rate was determined and an Adjustment Spread, if any, was applied to that Replacement Rate, such an Adjustment Spread may not be effective to reduce or eliminate economic prejudice to holders of Notes. The application of an Adjustment Spread, if any, to a Replacement Rate may still result in Floating Rate Notes originally linked to or referencing a Benchmark to perform differently (which may include payment of a lower rate of interest) than they would if the Benchmark were to continue to apply in its current form.

In addition, the Relevant Determining Party may also establish that, consequentially, other amendments to the Terms and Conditions of the Floating Rate Notes are necessary to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable business day convention, the definition of business day, the interest determination date, the day count fraction and any methodology or definition for obtaining or calculating the Replacement Rate). No consent of the holders of Notes shall be required in connection with effecting any relevant Replacement Rate or any other related adjustments and/or amendments described above.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Investors should note that, in the case of a replacement of a Benchmark the Relevant Determining Party will have discretion to adjust the Replacement Rate in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each holder of Notes, any such adjustment will be favourable to each holder of Notes.

Investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value or the liquidity of and the amounts payable under Notes whose rate of interest is linked to a Benchmark.

Finally, the Benchmarks Regulation (as amended on 13 February 2021) confers implementing powers on the European Commission to designate a replacement rate to critical benchmarks such as EURIBOR which are referenced in financial instruments such as the Notes. Even though such designation power in principle only applies to financial instruments which do not – unlike the Notes – contain a respective fallback provision, there can be no assurance that the fallback provisions of the Notes would be considered suitable. Accordingly, there is a risk that any Notes linked to or referencing to a Benchmark would be transitioned to a replacement rate designated by the European Commission. Furthermore, the Relevant Determining Party could nevertheless take into consideration a legally designated replacement rate by the European Commission in accordance with the fallback provisions of the Notes. However, there is no guarantee that the European Commission will use its designation power and accordingly, a replacement rate designated by the European Commission may not even be available.

Resolutions of Holders of Notes

If the Terms and Conditions of the Notes provide for resolutions of holders of Notes, either to be passed in a meeting of holders or by vote taken without a meeting, a holder is subject to the risk of being outvoted by a majority resolution of the holders. As resolutions properly adopted are binding on all holders of Notes, certain rights of such holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

The Guarantee, if applicable, may also be amended with the consent of a majority resolution of the holders in accordance with the German Act on Issues of Debt Securities (*Schuldverschreibungsgesetz*). Therefore, the same risks apply to changes of the Guarantee; if applicable.

Holdings' Representative

If the Terms and Conditions of the Notes provide for the appointment of a holders' representative, it is possible that a holder of Notes may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the holders' representative who is then responsible to claim and enforce the rights of the holders of Notes.

ROBERT BOSCH GMBH AS ISSUER AND GUARANTOR

Incorporation and Seat

Robert Bosch GmbH is a limited liability company under German law (*Gesellschaft mit beschränkter Haftung*). It has its registered office in Stuttgart (head office: Robert-Bosch-Platz 1, 70839 Gerlingen, Federal Republic of Germany, telephone: +49 711 811-0) and it is registered in the commercial register of the Local Court (*Amtsgericht*) of Stuttgart under HRB 14000.

The Legal Entity Identifier ("**LEI**") of Robert Bosch GmbH is 529900F0LT5OP4SV6122.

Besides Robert Bosch GmbH, the Bosch Group as of 31 December 2024 comprises further 490 fully consolidated entities in more than 60 countries. Including sales and service partners, the Bosch Group's global manufacturing, engineering, and sales network covers nearly every country in the world. The Bosch Group employs 417,859 associates (headcount) worldwide as of 31 December 2024 of which 86,840 work in research and development across all units worldwide.

In 2024, the Bosch Group generated sales revenue of 90.3¹ billion euros (2023: 91.6 billion euros) and an EBIT from operations² of 3.1 billion euros (2023: 4.8 billion euros). The EBIT margin from operations of the Bosch Group in the fiscal year 2024 was 3.5 per cent. and 5.5 per cent. excluding restructuring costs. The Bosch Group is active in the regions "Europe", "Asia Pacific" (including other countries comprising Australia, Oceania, and Africa) and "Americas". The sales revenue in 2024 and headcount as of 31 December 2024 of the Bosch Group by region was as follows:

| Region | Sales revenue in billion euros for the period from 1 January to 31 December 2024 (unaudited) | As a percentage of total sales revenue of the Bosch Group for the period from 1 January to 31 December 2024 (unaudited) | Associates (headcount) as of 31 December 2024 (unaudited) |
|----------------------------|---|--|--|
| Europe (including Germany) | 44.5 | 49.3 | 246,076 |
| Asia Pacific ³ | 28.0 | 31.0 | 118,811 |
| Americas | 17.8 | 19.7 | 52,972 |

The company started out as "Workshop for Precision Mechanics and Electrical Engineering" founded in Stuttgart in 1886 by Robert Bosch (1861–1942). In 1917, the company changed its legal form into that of a stock corporation (*Aktiengesellschaft*); in 1937, it changed its legal form into that of a limited liability company (*Gesellschaft mit beschränkter Haftung*), Robert Bosch GmbH. In his will, Robert Bosch stipulated that Robert Bosch GmbH should secure its lasting entrepreneurial freedom, retain links to the Bosch family, and use its dividends to support charitable and social causes. Robert Bosch Stiftung GmbH, a limited liability company with a charitable purpose, has been the majority shareholder in Robert Bosch GmbH since 1964.

¹ Certain financial information in this Prospectus have been commercially rounded, and as a result, the aggregate amounts or percentages may not in all cases add up exactly to the respective totals or subtotals or may not correspond in all cases to the financial information contained in the underlying sources. Sales revenue 2024 of 90.3 billion euros include 0.3 billion euros of other activities.

² The calculation of EBIT from operations (2024: 3.1 billion euros; 2023: 4.8 billion euros; 2022: 3.8 billion euros), unlike EBIT as per the consolidated income statement (2024: 2.8 billion euros; 2023: 4.5 billion euros; 2022: 3.5 billion euros), disregards the earnings impact of higher depreciation and amortization from the remeasurement of assets at Automotive Steering and BSH Hausgeräte GmbH following the complete acquisition of these former joint ventures in 2015 (2024: 0.3 billion euros; 2023: 0.3 billion euros; 2022: 0.3 billion euros).

³ Including other countries comprising Australia, Oceania, and Africa.

Business Overview

The long-term ambition of the Bosch Group is to continue offering products that are “Invented for life” – products that fascinate, that improve quality of life, and that help conserve natural resources. In this respect, “products” are not only physical products and services, but also the software-based solutions and services that go with them. This encompasses the development of new technologies as well as mass production, and mass distribution of products.

General

The Bosch Group is – based on sales revenue – a leading global supplier of technology and services. It builds on its high level of innovativeness which is also based on significant research and development expenditure. The Bosch Group's research and development cost amounts to about 8.6 per cent. of sales revenue per year since 2020 (5.9 billion euros in 2020, 6.1 billion euros in 2021, 7.2 billion euros in 2022, 7.3 billion euros in 2023 and 7.8 billion euros in 2024). In addition, the Bosch Group's capital expenditure on (additions to) property, plant, and equipment amounted to 3.3 billion euros in 2020, 3.9 billion euros in 2021, 4.9 billion euros in 2022, 5.5 billion euros in 2023 and 5.1 billion euros in 2024.

The Bosch Group's operations are divided into four business sectors: Mobility, Industrial Technology, Consumer Goods, and Energy and Building Technology. Universal trends such as automation, electrification, digitalization, and connectivity, as well as an orientation to sustainability, are increasingly determining the Bosch Group's business operations. In this context, Bosch's broad footprint as a global and diversified technology company strengthens its innovativeness and robustness.

Bosch uses its proven expertise in sensor technology, software and services to offer customers cross-domain solutions from a single source and also ventures into growth areas such as medical technology. It also applies its expertise in connectivity and artificial intelligence in order to develop and manufacture user-friendly, sustainable products.

Mobility business sector

The Bosch Group is – based on sales revenue – a globally leading supplier of original automotive equipment, with an extensive portfolio of hardware, electronics, systems solutions, software, and services for a wide range of vehicle and powertrain types.

Mobility is the largest business sector of the Bosch Group. In the fiscal year 2024, the Mobility business sector generated sales revenue of 55.8 billion euros (2023: 56.2 billion euros) and an EBIT from operations of 2,147 million euros (2023: 2,488 million euros). The EBIT margin from operations of the Mobility business sector in the fiscal year 2024 was 3.8 per cent. and 6.2 per cent. excluding restructuring costs. As of 31 December 2024, 231,034 associates (headcount) worked in the Mobility business sector.

In the Bosch Group's own assessment, the Mobility sector has a strong position in many areas such as in the powertrain business including electrical vehicle powertrain and fuel-cell technology and in vehicle dynamics, driver assistance systems, vehicle computers, software, semiconductors, and sensors.

The business sector's products and services are distributed under brand names such as Bosch, Bosch Service, Auto Crew, and ETAS.

As a supplier of original automotive equipment, Bosch is engaged in a wide range of activities. Following the reorganization that took effect on 1 January 2024, the Mobility business sector focuses on collaboration across the Bosch Group's divisions that is adapted to market requirements, with the aim of being a preferred partner for vehicle systems, software, and hardware. The business sector Mobility is represented by the following divisions:

- Bosch eBike Systems

Bosch eBike Systems offers a comprehensive portfolio for manufacturers, specialist dealers, and riders of e-bikes. This portfolio comprises drives, batteries and on-board computers. The coordinated product range also includes various versions of the Bosch e-bike ABS antilock braking system. To connect e-bikes with the online world, the division integrates AI-based solutions for improved navigation, route planning, and anti-theft protection. It provides specialist dealers and riders with customized services such as training, diagnostic tools, and software updates.

- **Electrified Motion**

Electrified Motion offers electrical powertrain solutions for passenger cars and commercial vehicles. The product portfolio includes power electronics and electric motors, and, as a combination of these two components with the transmission in a compact system housing, complete e-axles. In addition, the division offers electromechanical components and drives for e-bikes and e-scooters, for thermal management, and for wiper and steering braking systems. The product range also includes drive systems for convenience features such as window lifters, seat adjustment mechanisms, and sunroofs.

- **Mobility Aftermarket**

The automotive aftermarket is Mobility Aftermarket's main area of business, where it serves the aftermarket and workshops. The range of spare parts includes components for diesel, gasoline and electrical powertrains, brake pads and discs, batteries, as well as wiper blades, filters and spark plugs. In addition to wiper blades, Mobility Aftermarket also supplies automakers with wiper systems for the original equipment business. The division offers workshops assistance with vehicle repairs and maintenance, including diagnostic equipment and software as well as test benches and special tools. The range of services includes training, remote diagnostics and digital catalogues. In addition, Mobility Aftermarket is responsible for the concept behind two independent workshop franchises: Bosch Car Service and AutoCrew.

- **Mobility Electronics**

Mobility Electronics comprises the business with electronic control units as well as semiconductors and sensors. The division develops, commercializes and manufactures these for in-house partners. It is also a semiconductor supplier for third parties in consumer goods industries, generating approximately 1 billion euros in external sales. Bosch-manufactured semiconductor components include application-specific integrated circuits (ASICs), microelectromechanical systems (MEMS sensors) and power semiconductors (silicon-carbide power semiconductors and low-voltage switches). Bosch Sensortec GmbH, Kusterdingen, Germany, develops and sells a broad portfolio of MEMS sensors and solutions in the field of consumer electronics.

- **Power Solutions**

The Power Solutions division's portfolio focuses on combustion engines, the hydrogen economy and thermal systems, as well as on software, services, and control units. Depending on the type of fuel, it manufactures components such as injectors, pumps, ignition, and injection systems, as well as transmissions, sensors, exhaust-gas treatment systems, and 48-volt batteries. For the hydrogen economy, Power Solutions offers components, systems, and services for mobile and stationary applications such as fuel cells and electrolysis stacks. For thermal systems in passenger cars and light commercial vehicles with different types of powertrain, the core business is the production of components for water-, coolant-, and air-based thermal circuits. The division's portfolio also includes control units, software, and services for all powertrain types as well as for hydrogen and thermal systems. Power Solutions also develops engine control units and exhaust-gas treatment solutions.

- **Vehicle Motion**

The Vehicle Motion division develops and produces steering and braking systems, sensors, software-based and cross-domain vehicle dynamics control systems, service solutions, and occupant protection systems. In the steering business, Vehicle Motion offers various electric steering systems for passenger cars as well as hydraulic and electrohydraulic steering systems for heavy trucks. The braking systems portfolio includes braking control systems such as the ABS antilock braking system and the ESP® electronic stability program. ESP® can be combined with vacuum-based and electromechanical brake boosters and – depending on the braking system – integrated into a single piece of hardware. In the case of act-by-wire technology, electrical signal lines replace mechanical connections in the steering and braking system. In addition, a software systems solution integrating the brakes, steering, powertrain, and chassis helps make software-defined vehicles possible. The portfolio also includes occupant protection systems such as airbag control units and sensors for impact detection as well as vehicle dynamics sensors.

- Cross-Domain Computing Solutions

Cross-Domain Computing Solutions brings together the cross-application development of control units and network components (Compute business) with driver assistance systems and automated driving (ADAS [advanced driver assistance systems] business). The Compute portfolio includes solutions for the integration of entertainment, navigation, telematics, and driver assistance functions. There are also solutions for cross-domain and centralized electric/electronic architectures. The ADAS portfolio includes functions for visualizing the vehicle's surroundings as well as assistance systems. In addition, it develops sensors with an integrated control unit and embedded software as well as pure hardware sensors for indoor and outdoor use such as camera, radar, and ultrasonic sensors.

- Other businesses

The Bosch Engineering GmbH subsidiary in Abstatt, Germany, offers customized software development and engineering services for a wide range of customers, also from outside the automotive sector. Its tailored solutions are essentially based on Bosch platforms and products. Bosch's motor racing activities are also based at Bosch Engineering.

ETAS GmbH, based in Stuttgart, Germany, develops and distributes products and solutions for the development and operation of software platforms for the software-defined vehicle. In addition to basic software, this includes solutions for measurement and calibration, as well as middleware and solutions for diagnostics and cybersecurity

The Two-Wheeler and Powersports business unit's portfolio includes safety and assistance systems, displays, connectivity functions, control units, and components for both combustion engines and electric motors for two-wheelers, three-wheelers, and powersports.

The Mobility Solutions business sector's capital expenditure in the fiscal year 2024 were with more than 70 per cent. one of the largest shares of the Bosch Group's capital expenditure cost in 2024. The main focus of this capital expenditure continues to be upfront investments in growth areas such as braking control systems, semiconductors and sensors and electrification. The Mobility Solutions business sector's research and development expenditure in the fiscal year 2024 were with 74 per cent. the largest share of the Bosch Group's research and development cost in 2024. The main focus of this research and development cost continues to be electrification, fuel cells, driver assistance systems, also with a view to automated driving, automotive electronics, semiconductors, and sensors. The further expansion of the Reutlingen location will primarily serve the growing demand for MEMS (microelectromechanical systems) in the automotive and consumer sectors, as well as for silicon-carbide power semiconductors, which play a key role in electromobility.

Industrial Technology business sector

As a pioneer in the domain of connected industry, the Bosch Group is – based on sales revenue – a leading supplier of software, systems, and components for a wide variety of manufacturing and logistics applications.

In the fiscal year 2024, the Industrial Technology business sector generated sales revenue of 6.4 billion euros (2023: 7.4 billion euros) and an EBIT from operations of 78 million euros (2023: 672 million euros). The EBIT margin from operations of the Industrial Technology business sector in the fiscal year 2024 was 1.2 per cent. and 3.6 per cent. excluding restructuring costs. As of 31 December 2024, 34,809 associates (headcount) worked in the Industrial Technology business sector.

The Industrial Technology business sector comprises the Drive and Control Technology division (Bosch Rexroth), other activities in the field of special-purpose mechanical engineering, and Industry 4.0 software solutions and services.

- Drive and Control Technology

Bosch Rexroth specializes in drive and control technologies for machines and systems of any type and size. Its application expertise covers various market segments worldwide. The division's portfolio includes mobile and stationary hydraulics, where it holds a strong position based on revenues, electric drive and control technology, and linear motion and assembly technology for factory automation. With intelligent components, customized systems solutions, and services, Bosch Rexroth creates the environment that applications need for full connectivity.

The focus of investment at Bosch Rexroth was on the ramp up and extension of factories as well as modernization of production lines.

Consumer Goods business sector

The Bosch Group's home appliance and power tools businesses supplies smart, connected, and resource-conserving products and services for the home and garden, as well as for professional users in the trades and industry. The two divisions profit from strong international and regional brands, which are also supported by a multiyear marketing campaign for the North American market. To accelerate growth, Bosch made investments in new BSH Hausgeräte factories and expansion of manufacturing in the accessories business unit of Power Tools.

The Consumer Goods business sector generated sales revenue of 20.3 billion euros (2023: 19.9 billion euros) and an EBIT from operations of 704 million euros in the fiscal year 2024 (2023: 896 million euros). The EBIT margin from operations of the Consumer Goods business sector in the fiscal year 2024 was 3.5 per cent. and 5.1 per cent. excluding restructuring costs. As of 31 December 2024, 75,307 associates (headcount) worked in the Consumer Goods business sector. Consumer Goods is represented with two divisions:

- Power Tools

This division's extensive product range serves both professional users in trade and industry and do-it-yourselfers. It offers power tools (such as hammer drills, cordless screwdrivers (such as IXO, the world's best-selling power tool based on units sold), and jigsaws), garden tools (such as lawn mowers, hedge trimmers, and high-pressure cleaners), measuring technology (such as measuring, leveling, locating, and thermal devices), and power tool accessories (such as abrasive systems, drill bits, and saw blades). These are marketed not only under the Bosch brand but also under the Diablo, sia abrasives, and Freud brands. Precision rotary tools for DIY applications are also sold under the Dremel brand. A key focus of the division is expanding the cordless range, with innovations that for example extend batteries' runtime by as much as 70 per cent.

- BSH Hausgeräte

The BSH Hausgeräte product portfolio ranges from washing machines and tumble dryers through refrigerators and freezers, stoves and ovens, and dishwashers, to small appliances such as vacuum cleaners, automatic coffee makers, and food processors. The division brings together the global Bosch, Siemens (under license), and Gaggenau brands. BSH Hausgeräte also uses regional and local brands such as Balay, Neff, Profilo, and Thermador. There is also the Home Connect ecosystem brand and service brands including WeWash and BlueMovement.

Energy and Building Technology business sector

The Bosch Group has a broad portfolio of intelligent, connected, and efficiency-enhancing products, systems, and services for residential and commercial properties as well as for business management solutions.

In the fiscal year 2024, the Energy and Building Technology business sector generated sales revenue of 7.5 billion euros (2023: 7.7 billion euros) and an EBIT from operations of 370 million euros (2023: 694 million euros). The EBIT margin from operations of the Energy and Building Technology business sector in the fiscal year 2024 was 4.9 per cent. and 5.8 per cent. excluding restructuring costs. As of 31 December 2024, 35,840 associates (headcount) worked in the Energy and Building Technology business sector.

The Energy and Building Technology business sector comprises the Building Technologies, Home Comfort and Bosch Global Service Solutions divisions.

- Building Technologies

The Building Technologies division specializes in the regional systems integration business, offering solutions and customized services for building security, energy efficiency, and building automation in selected countries. The focus is on commercial buildings and infrastructure projects. The portfolio also includes fire-alarm systems. Agreements for the divestment of the division's remaining product business were signed at the end of 2024.

- Home Comfort

Home Comfort offers its customers a wide range of solutions for heating, cooling, and well-being in buildings. The portfolio includes electric heat pumps and heat pump-hybrid solutions, condensing boiler technology, water heaters, air-conditioning systems, and ventilation technology for residential and commercial buildings, as well as systems for process heat. Bosch expects Home Comfort's heat pumps will be a key technology in Europe's longterm efforts to meet climate targets because heating technology is moving away from fossil fuels such as oil and gas toward electric heat pumps and heat pump-hybrid solutions. Within a partner network of installers, architects, planners, and wholesalers, Home Comfort markets its solutions under international and regional brands such as Bosch, Buderus, IVT, Vulcano, and Worcester. Home Comfort is also preparing for the integration of the Johnson Acquisition (as defined below) in the heating, ventilation, and air-conditioning business.

- Bosch Global Service Solutions

The Bosch Global Service Solutions division focuses on technology-based services for customers in the areas of mobility (such as emergency call services for cars), fleet management (such as allocating parking spaces for trucks), logistics (such as cold-chain monitoring), and building management (such as emergency call services for lifts). Bosch Global Service Solutions is developing its portfolio under the motto: "Connected Services for Life". The division also offers customer experience solutions such as customer support) and business services (such as IT service desks) across all industries, as well as within the Bosch Group. Furthermore, an important strategic focus is the integration of AI-assisted applications, including simultaneous translation technology.

Strategy

The Bosch Group's strategic framework comprises the three components "Grow, Deliver, Shape". This framework encompasses striving for a leading position in its markets, meeting its financial targets, and ensuring the company's continuous adaptation and development and that of its associates.

Financial target ratios

Regarding sales revenue, the Bosch Group targets an average annual growth rate of 6.0 to 8.0 per cent., given normal inflation rates of 2.0 to 3.0 per cent. Regarding profitability, the Bosch Group's mid-term target is to achieve an overall EBIT margin from operations of at least 7.0 to 7.5 per cent.

Growth fields

"Grow" is one of Bosch Group's three strategic components and means Bosch Group is targeting a top-three market position in every sector, driving significant external growth. Moreover, the Bosch Group has identified the following overarching, strategic growth fields: semiconductors, hydrogen (fuel cells and electrolysis), factory automation, heating, ventilation, and air conditioning ("**HVAC**"), outdoor and construction and medical technology.

As an illustration of the above-mentioned growth fields, Bosch has founded the European Semiconductor Manufacturing Company (ESMC) GmbH in Dresden together with TSMC, Infineon, and NXP. A 300-millimeter wafer fab for semiconductor production is planned to be built to meet the future capacity requirements of the rapidly growing automotive and industrial sectors. As the operator of the factory, TSMC holds a 70 per cent. stake in ESMC; Bosch, Infineon, and NXP each hold 10 per cent. The project is planned within the framework of the Regulation (EU) 2023/1781 of the European Parliament and of the Council of 13 September 2023 establishing a framework of measures for strengthening Europe's semiconductor ecosystem (European Chips Act).

A significant step to expand the above-mentioned growth field HVAC is the recently announced acquisition of the global HVAC business for residential and light commercial buildings from Johnson Controls International plc, Ireland (the "**Johnson Acquisition**") for a purchase price of 8 billion US dollars. The product portfolio covers the entire spectrum of HVAC solutions for residential and light commercial buildings and includes well-known brands such as York and Coleman in the U.S. and Hitachi in Asia, for which Bosch will be granted a long-term global license. As part of the Johnson Acquisition, Bosch also intends to acquire 100 per cent. of the joint venture between Johnson Controls and Hitachi Global Life Solutions, Inc., Japan. The businesses Bosch intends to acquire generated sales revenue

totaling roughly 4 billion euros in 2023. With this transaction, Bosch intends to expand its position in the cooling segment, to create added impetus for its global heat-pump business and to expand its presence in the North American and Asian markets. Based on 2024 figures, Home Comfort currently generates over 84 per cent. of its sales in Europe with the focus on heating solutions which account for roughly 74 per cent. of sales. Johnson Controls Internal plc, Ireland offers a full HVAC portfolio with expertise in air conditioning and a strong presence in the Americas and APAC. The sale and purchase agreement has been signed in July 2024 and is still subject to customary closing conditions. The Johnson Acquisition is scheduled for completion in the course of 2025.

Greater regional diversification

Especially in light of geopolitical changes, a broad regional presence and Bosch Group's local-for-local approach is intended to contribute to the Bosch Group's robustness and secure market opportunities. Therefore, a further strategic goal is to improve its market penetration in countries where it still sees growth potential. In particular, this means strengthening the Bosch Group's activities in the region "Americas" (especially in the United States), but also in countries of the emerging markets, such as India or countries, which are members of the Association of Southeast Asian Nations ("**ASEAN**"), and Africa.

Sustainability Dimensions

The Bosch Group has defined specific goals, policies and measures regarding certain sustainability dimensions, which cover the entire value chain of the Bosch Group. Its overall objective encompasses six strategic focus fields: Climate action, Water, Circular Economy, People, Human Rights, and Health.

Based on the criteria set forth in the Greenhouse Gas Protocol Corporate Accounting and Reporting Standard the Bosch Group with its more than 450 locations worldwide, has been carbon neutral overall since 2020 – both in scope 1 (direct emissions) and scope 2 (indirect emissions from purchased powers). This is achieved with four levers: improving energy efficiency, generating energy from renewable sources, purchasing green electricity, and offsetting residual CO₂ emissions with carbon credits. Scope 1 and 2 emissions together accounted for 3.3 mt CO₂ in the base year of 2018.

The climate action of the Bosch Group goes beyond its immediate sphere of influence (scopes 1 and 2) and systematically reduces upstream and downstream emissions (scope 3). In 2024, Bosch decided to raise the scope 3 reduction target to 30 per cent. (to 320 mt CO₂) from 15 per cent. (compared to the base year of 2018 (458 mt CO₂)) by 2030. This decision was made in view of the already achieved scope 3 reduction of 27 per cent. to 335 mt CO₂ in 2023 (2019: reduction of 8 per cent. to 420 mt CO₂, 2021: reduction of 17 per cent. to 379 mt CO₂) compared to the base year of 2018.

The target boundaries for scope 3 include: product use, purchased goods and services, and transport and logistics. In the base year of 2018, the rounded percentages for product use were 92 per cent. (421.7 mt CO₂), purchased goods and services accounted for 8 per cent. (34.0 mt CO₂) and transport and logistics made up around 1 per cent. (2.6 mt CO₂) of scope 3 emissions.

Bosch Group's climate targets align with the Science Based Target's initiative ("**SBTi**") criteria for limiting global warming to 1.5°C, demonstrating the company's commitment to science-based climate action. SBTi confirmed Bosch Group on 1 May 2025 to follow the highest level of ambition and pursuing science-based targets and incorporating sustainable business practices.

Bosch Group achieved a leadership position (A List) in the international climate protection initiative Carbon Disclosure Project's ("**CDP**")⁴ Climate Change program, demonstrating transparency and comprehensive reporting on climate-related impacts. This achievement reflects Bosch Group's strong engagement with international frameworks like the UN and EU climate action plans, and drawing on reporting requirements such as from the Task Force on Climate-related Financial Disclosures (TCFD) and pursuant to the EU CSRD.

The Bosch Group's commitment to sustainability is underlined by various ESG ratings.

⁴ CDP is a non-profit organization which runs a global environmental disclosure system. Several thousand companies disclose information in CDP's climate questionnaire on an annual basis. CDP runs a scoring and recognizes the best performing companies with showing them on the climate section of the "Corporate A List".

Bosch received a low-risk ESG rating of 15.5 from Sustainalytics⁵, indicating effective management of environmental, social, and governance risks. According to Sustainalytics' methodology, this low-risk assessment signifies that potential ESG-related challenges pose a limited threat to Bosch's business operations.

Bosch has been awarded Prime Status (B-) by ISS ESG⁶, recognizing its commitment to high sustainability standards. This status acknowledges Bosch's active pursuit of improvements in its ESG strategies and performance.

Capitalisation

The following table presents the consolidated capitalisation of the Bosch Group as of 31 December 2024 (figures extracted from the audited consolidated financial statements of Robert Bosch GmbH as of and for the fiscal year ended 31 December 2024 prepared in accordance with IFRSs and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch – HGB*)).

| | in millions of euros as of 31 December 2024 (audited) | as a percentage of total equity and liabilities as of 31 Decem- ber 2024 (unaudited) |
|---|---|--|
| Current liabilities | 32,808 | 29.1 |
| Non-current liabilities | 29,665 | 26.3 |
| Equity | 49,993 | 44.3 |
| Liabilities directly associated with assets held for sale | 300 | 0.3 |
| Total equity and liabilities | 112,766 | 100.0 |

Capital Stock

As of the date of this Prospectus, Robert Bosch GmbH's issued capital amounts to 1.2 billion euros and is fully paid up (31 December 2024: 1.2 billion euros).

Shareholders

The shareholders of Robert Bosch GmbH are Robert Bosch Stiftung GmbH, ERBO II GmbH (Bosch family), Robert Bosch GmbH, Robert Bosch Industrietreuhand KG and Robert Bosch Familientreuhand KG. The share capital and voting rights in Robert Bosch GmbH are divided among the shareholders as of 31 December 2024 as follows:

| Shareholder | Capital share | Voting rights |
|--|---------------|---------------|
| Robert Bosch Stiftung GmbH, Stuttgart | 93.992% | - |
| ERBO II GmbH, Stuttgart | 5.360% | - |
| Robert Bosch Industrietreuhand KG, Stuttgart | 0.010% | 93.168% |

⁵ Sustainalytics ranks companies in one of five ESG risk severity categories ranging from "Negligible" (0-10), "Low" (10-20), "Medium" (20-30), "High" (30-40) to "Severe" (40+) based on a company's exposure to industry specific ESG risks and how well such company is managing those risks, whereas a rating of "Low" is the second lowest category.

⁶ ISS-ESG provides ESG ratings to companies. Companies are rated on a twelve-point scale from A+ to D-. Companies are categorized as "Prime" if they achieve/exceed the sustainability performance requirements (Prime threshold) defined by ISS-ESG for a specific industry (absolute best-in-class approach) in the ESG Corporate Rating.

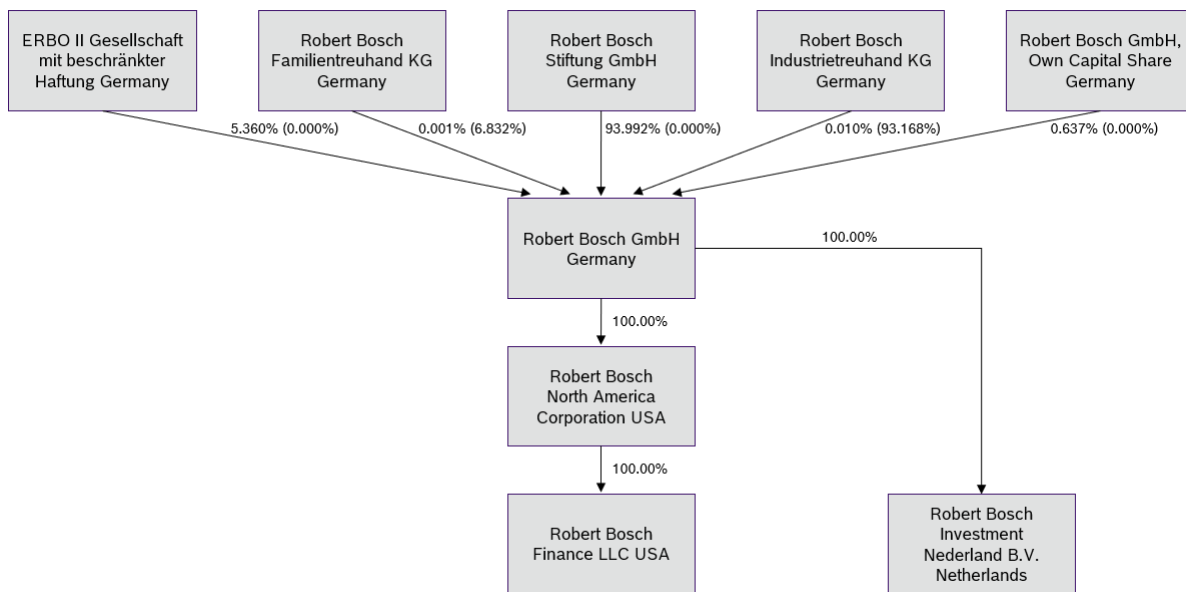
| Shareholder | Capital share | Voting rights |
|---|---------------|---------------|
| Robert Bosch Familientreuhand KG, Stuttgart | 0.001% | 6.832% |
| Robert Bosch GmbH, Stuttgart (treasury stock) | 0.637% | - |

Robert Bosch Stiftung GmbH has no influence on the strategic or business orientation of the Bosch Group. In line with the mission handed down in the will of Robert Bosch GmbH's founder, Robert Bosch, Robert Bosch Industrietreuhand KG is responsible for safeguarding Robert Bosch GmbH's long-term existence and in particular its financial independence. Robert Bosch Industrietreuhand KG itself holds a capital share of 0.010 per cent. of Robert Bosch GmbH.

Organisational Structure

Besides Robert Bosch GmbH, the Bosch Group as of 31 December 2024 comprises further 490 fully consolidated entities in more than 60 countries. Robert Bosch GmbH has its registered office in Stuttgart, Federal Republic of Germany and its headquarters in Gerlingen, Federal Republic of Germany.

The chart below shows the relations between the Issuers and their respective shareholders (each with their respective capital share and – if deviating – their respective voting rights in brackets).



Management and Supervisory Bodies

The bodies of Robert Bosch GmbH are the Board of Management, the Supervisory Board and the Shareholders' meeting.

The members of the Board of Management and the Supervisory Board can be contacted at the Bosch Group's business address.

There are no potential conflicts of interest of the members of the Board of Management and the Supervisory Board between their duties to Robert Bosch GmbH on the one hand and their private interests on the other hand.

Board of Management

The following table shows the current members of the Issuer's Board of Management, a list of their functions and responsibilities at the Issuer as well as of their function at Robert Bosch Industrietreuhand

KG or other functions outside the Issuer (if any):

| Name: | Areas of function & service, business areas and regional responsibilities at the Issuer: | Responsibilities outside the Issuer |
|--|--|---|
| <p>Dr. Stefan Hartung, Chairman of the board of management, Technology, Innovation, and Quality</p> | <p><u>Functions and Services:</u></p> <ul style="list-style-type: none"> • Communications and Governmental Affairs • Corporate Affairs • Field Quality Board • Human Resources Senior Management Personnel • Intellectual Property • Quality Management • Research and Advance Engineering • Strategy, Organization, and Business Development • Technology Manufacturing <p><u>Businesses:</u></p> <ul style="list-style-type: none"> • Health Care Solutions • Bosch Business Innovations <p><u>Regions:</u></p> <ul style="list-style-type: none"> • China | <ul style="list-style-type: none"> • Limited Partner of Robert Bosch Industrietreuhand KG |
| <p>Dr. Christian Fischer, Deputy Chairman of the board of management, Consumer Goods business sector</p> | <p><u>Functions and Services:</u></p> <ul style="list-style-type: none"> • Growth Acceleration 2030 • Inhouse Consulting <p><u>Businesses:</u></p> <ul style="list-style-type: none"> • BSH – Home Appliances <p><u>Regions:</u></p> <ul style="list-style-type: none"> • Africa | <ul style="list-style-type: none"> • Limited Partner of Robert Bosch Industrietreuhand KG • Chairman of the supervisory board of BSH Hausgeräte GmbH • Member of the advisory board of the DWK Life Science GmbH |
| <p>Dr. Frank Meyer Energy and Building Technology business sector</p> | <p><u>Businesses:</u></p> <ul style="list-style-type: none"> • Building Technologies • Home Comfort • Smart Home | <ul style="list-style-type: none"> • Chairman of the supervisory board of Bosch Sicherheitssysteme GmbH • Chairman of the supervisory board of Robert Bosch Thermotechnik GmbH |
| <p>Dr. Markus Heyn, Chairman of the Mobility sector board, Mobility business sector</p> | <p><u>Functions and Services:</u></p> <ul style="list-style-type: none"> • Mobility sector board <ul style="list-style-type: none"> - Commercial Affairs - Operations | <ul style="list-style-type: none"> • Chairman of the board of management of United Automotive Electronic Systems Co., |

| Name: | Areas of function & service, business areas and regional responsibilities at the Issuer: | Responsibilities outside the Issuer |
|--|---|---|
| | <ul style="list-style-type: none"> - Sales and Customers - Technology · Mobility sector functions <ul style="list-style-type: none"> - Business Digital - Communications and Governmental Affairs - Human Resources, People and Culture - Purchasing Direct Material - Strategy, Go-to-Market and Business Excellence · Mobility regional board <ul style="list-style-type: none"> - Americas - China - South and East Asia - India · Software Development Services <p><u>Businesses:</u></p> <ul style="list-style-type: none"> · BEG – Automotive Engineering Solutions · Bosch eBike Systems · Cross-Domain Computing Solutions · Electrified Motion · ETAS · Mobility Aftermarket · Mobility Electronics · Mobility Platform and Services · Power Solutions · Two-Wheeler and Powersports · Vehicle Motion | <p>Ltd.</p> |
| <p>Dr. Markus Forschner, Finance and Performance</p> | <p><u>Functions and Services:</u></p> <ul style="list-style-type: none"> · Finance, Reporting, Treasury · Global Real Estate · Performance Controlling, Risk Management, Mergers & Acquisitions · Real Estate and Facilities · Supply Chain Management <p><u>Regions:</u></p> <ul style="list-style-type: none"> · Europe 1 · Türkiye | <ul style="list-style-type: none"> · Chairman of the board of management of Robert Bosch Internationale Beteiligungen AG · Member of the supervisory board of BSH Hausgeräte GmbH |

| Name: | Areas of function & service, business areas and regional responsibilities at the Issuer: | Responsibilities outside the Issuer |
|--|---|--|
| Stefan Grosch, Human Resources, Legal, Compliance and Sustainability | <p><u>Functions and Services:</u></p> <ul style="list-style-type: none"> · Bosch Management Support · Compliance Management · Human Resources Internal Auditing · Legal · Sustainability, Environment, Health and Safety · Taxes, Export Control and Customs <p><u>Regions:</u></p> <ul style="list-style-type: none"> · India · Southeast Asia | <ul style="list-style-type: none"> · Chairman of the advisory board of Bosch Management Support GmbH · Member of the advisory board "Zukunft der Arbeit/ Industrie 4.0" of IG Metall · Member of the board of directors of Bosch Limited · Chairman of the management board of Primavera, Hilfe für Kinder in Not e.V. |
| Dr. Tanja Rückert, Digital Business and Services, Industrial Technology business sector | <p><u>Functions and Services:</u></p> <ul style="list-style-type: none"> · Bosch Digital · Cyber Security · Global Business Services · Information Technology and Digitalization · Software and Digital Solutions · Software Next <p><u>Businesses:</u></p> <ul style="list-style-type: none"> · Bosch Manufacturing Solutions · Bosch Connected Industry · Drive and Control Technology <p><u>Regions:</u></p> <ul style="list-style-type: none"> · Europe 2 · Japan · Korea · North America · South America | <ul style="list-style-type: none"> · Chairwoman of the supervisory board of Bosch Rexroth AG · Member of the supervisory board of BSH Hausgeräte GmbH · Member of the board of directors of Robert Bosch North America Corporation · Chairman of the supervisory board of SupplyOn AG |
| Katja von Raven | <p><u>Businesses:</u></p> <ul style="list-style-type: none"> · Power Tools · Bosch Global Service Solutions | <ul style="list-style-type: none"> · Chairwoman of the supervisory board of Robert Bosch Power Tools GmbH · Member of the supervisory board of BSH Hausgeräte GmbH |

Bosch Group is represented by two managing directors or by one managing director and a *Prokurist* (an agent with a special form of a general power of attorney under German law).

Supervisory Board

The following table shows the current members of the Issuer's Supervisory Board, their positions at the Issuer as well as a list of the principal activities performed by them outside the Issuer:

| Name and Position | Responsibilities outside the Issuer |
|--|--|
| Prof. Dr. Stefan Asenkerschbaumer, Chairman | Managing partner of Robert Bosch Industrietreuhand KG, formerly deputy chairman of the Board of Management of Robert Bosch GmbH |
| Frank Sell, Deputy chairman | Deputy chairman of the works council of the Feuerbach plant, and chairman of the central works council of the Mobility business sector as well as deputy chairman of the combined works council of Robert Bosch GmbH |
| Nadine Boguslawski | Chief Treasurer of Industriegewerkschaft Metall |
| Dr. Christof Bosch | Spokesperson for the Bosch family Limited Partner of Robert Bosch Industrietreuhand KG |
| Dr. Arne Fischer | Director of strategic projects, Power Solutions division, and chairman of the combined executives committee of the Bosch Group in Germany |
| Prof. Dr. Elgar Fleisch | Professor of information and technology management at the University of St. Gallen and ETH Zürich Limited Partner of Robert Bosch Industrietreuhand KG |
| Klaus Friedrich | Chairman of the works council of Bosch Rexroth AG, Lohr am Main, and chairman of the central works council of Bosch Rexroth AG and member of the combined works council of Robert Bosch GmbH |
| Mario Gutmann | Chairman of the works council of the Bamberg plant, and member of the central works council of the Mobility business sector as well as chairman of the economic committee of the Mobility business sector |
| Adrian Hermes | Representative of the chairman of Industriegewerkschaft Metall |
| Prof. Dr. Michael Kaschke | Chairman of the supervisory board of Karlsruhe Institute of Technology President of Stifterverband Limited Partner of Robert Bosch Industrietreuhand KG |
| Prof. Dr. Renate Köcher (until 31 March 2025) | Managing director, Allensbach Institute for Public Opinion Research Limited Partner of Robert Bosch Industrietreuhand KG |
| Martina Koederitz | Member of the supervisory board |
| Matthias Georg Madelung | Member of the board of trustees of Robert Bosch Stiftung GmbH |
| Kerstin Mai | Chairwoman of the works council of the Cross-Domain Computing Solutions division, Hildesheim, and chairwoman of the combined works council of Robert Bosch GmbH |
| Dr. Raphael Menez | Secretary of the regional directorate of the Industriegewerkschaft Metall trade union, Baden-Württemberg |

| | |
|--------------------------------------|--|
| Martina Merz (since 1 April 2025) | Member of the board of directors of Rio Tinto Member of the board of directors of AB Volvo Member of the board of trustees of Carl-Zeiss Stiftung |
| Oliver Simon | Chairman of the works council of the Homburg plant, and member of the central works council of the Mobility business sector |
| Karin Solda | Chairwoman of the works council at the Leinfelden-Echterdingen location and of the central works council of Robert Bosch Power Tools GmbH |
| Peter Spuhler | Majority shareholder and president of the supervisory board Stadler Rail AG Limited Partner of Robert Bosch Industrietreuhand KG |
| Dr. Eberhardt Veit | Managing partner of Robert Bosch Industrietreuhand KG |
| Prof. Dr. Beatrice Weder Di Mauro | Professor of international economics at the Geneva Graduate Institute, president of the Centre for Economic Policy Research (CEPR), and research professor at INSEAD |

Selected Financial Information

The selected financial information of the Bosch Group below was extracted from the audited consolidated financial statements of Robert Bosch GmbH as of and for the fiscal year ended 31 December 2024 (prepared in accordance with IFRSs and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch – HGB*)).

Where financial information is labelled "audited" in the tables in the section "Robert Bosch GmbH as Issuer and Guarantor", this means that it has been extracted from the audited consolidated financial statements of Robert Bosch GmbH mentioned above. The label "unaudited" is used in the tables in the section "Robert Bosch GmbH as Issuer and Guarantor" to indicate financial information that has not been extracted from the audited consolidated financial statements of Robert Bosch GmbH mentioned above but was extracted or derived from the Bosch Group's accounting records or has been calculated on the basis of financial information from the above-mentioned sources.

Consolidated Income Statement

| For the period from 1 January to 31 December Figures in millions of euros | 2024 (audited) | 2023 (audited) |
|---|---------------------------------|---------------------------------|
| Sales revenue | 90,345 | 91,596 |
| Cost of sales | -62,591 | -62,976 |
| Gross profit | 27,754 | 28,620 |
| Distribution and administrative cost | -18,531 | -18,233 |
| Research and development cost | -7,807 | -7,331 |
| Other operating income | 3,378 | 3,470 |
| Other operating expenses | -2,001 | -2,029 |
| Result from entities included at equity | 3 | 6 |
| Earnings before financial result and taxes (EBIT) | 2,796 | 4,503 |
| Financial income | 3,547 | 3,980 |
| Financial expenses | -3,615 | -4,507 |
| Financial result | -68 | -527 |
| Profit before tax | 2,728 | 3,976 |
| Income taxes | -1,396 | -1,336 |
| Profit after tax | 1,332 | 2,640 |
| of which attributable to non-controlling interests | 546 | 539 |
| of which attributable to shareholders of the parent company | 786 | 2,101 |

Consolidated Statement of Financial Position

| As of Figures in millions of euros | 12/31/2024 (audited) | 12/31/2023 (audited) |
|--|-------------------------|-------------------------|
| Assets | | |
| Current assets | | |
| Cash and cash equivalents | 8,223 | 7,443 |
| Trade receivables | 17,536 | 17,081 |
| Other financial assets | 7,777 | 7,822 |
| Contract assets | 1,167 | 1,176 |
| Income tax receivables | 350 | 379 |
| Other assets | 2,610 | 2,628 |
| Inventories | 15,674 | 15,184 |
| | 53,337 | 51,713 |
| Non-current assets | | |
| Financial assets | 14,899 | 14,538 |
| Contract assets | 811 | 695 |
| Income tax receivables | 258 | 205 |
| Property, plant, and equipment | 25,939 | 24,616 |
| Right-of-use assets | 2,710 | 2,276 |
| Intangible assets | 10,552 | 11,055 |
| Investments measured at equity | 76 | 53 |
| Other assets | 1,188 | 1,008 |
| Deferred taxes | 2,189 | 2,017 |
| | 58,622 | 56,463 |
| Assets held for sale | 807 | 154 |
| Total assets | 112,766 | 108,330 |
| Equity and liabilities | | |
| Current liabilities | | |
| Trade payables | 13,198 | 12,205 |
| Lease liabilities | 656 | 553 |
| Other financial liabilities | 2,477 | 2,772 |
| Contract liabilities | 2,260 | 1,820 |
| Income tax liabilities | 697 | 675 |
| Other liabilities | 8,573 | 8,418 |
| Other provisions | 4,947 | 5,176 |
| | 32,808 | 31,619 |
| Non-current liabilities | | |
| Financial liabilities | 10,043 | 10,399 |
| Lease liabilities | 2,128 | 1,798 |
| Contract liabilities | 994 | 836 |
| Other liabilities | 51 | 51 |
| Provisions for pensions and similar obligations | 9,685 | 9,666 |
| Other provisions | 6,152 | 5,324 |
| Deferred taxes | 612 | 599 |
| | 29,665 | 28,673 |
| Liabilities directly associated with assets held for sale | 300 | 144 |
| Equity | | |
| Issued capital | 1,200 | 1,200 |
| Capital reserve | 4,557 | 4,557 |

| As of Figures in millions of euros | 12/31/2024 (audited) | 12/31/2023 (audited) |
|--|-------------------------|-------------------------|
| Retained earnings | 41,512 | 39,776 |
| Equity attributable to shareholders of the parent company | 47,269 | 45,533 |
| Non-controlling interests | 2,724 | 2,361 |
| | 49,993 | 47,894 |
| Total equity and liabilities | 112,766 | 108,330 |

Consolidated Statement of Cash Flows

| For the period from 1 January to 31 December Figures in millions of euros | 2024 (audited) | 2023 (audited) |
|--|-------------------|---------------------|
| Earnings before financial result and taxes (EBIT) | 2,796 | 4,503 |
| Depreciation and amortization | 5,459 | 4,961 ¹⁾ |
| Gains/losses on disposal of non-current assets | 50 | -125 |
| Result from investments measured at equity | -3 | -6 |
| Other expenses and income, not cash-effective | -169 | 11 |
| Change in inventories | -202 | 1,050 |
| Change in receivables and other assets | -204 | -855 |
| Change in liabilities | 690 | 1,326 |
| Change in pension provisions and other provisions | 221 | -1,215 |
| Interest paid | -692 | -411 |
| Interest and dividends received | 727 | 701 |
| Other financial expenses and income, cash-effective | -162 | 4 |
| Income taxes paid | -1,536 | -1,514 |
| Cash flows from operating activities (A) | 6,975 | 8,430 |
| Acquisition of subsidiaries, net of cash acquired | -102 | -1,426 |
| Disposal of subsidiaries, net of cash disposed of | -107 | 14 |
| Payments for hedges associated with future investments | -175 | |
| Additions to non-current assets | -6,030 | -6,596 |
| Disposal of non-current assets | 487 | 506 |
| Change in securities and time deposits (term of more than 90 days) | 1,380 | -3,709 |
| Cash flows from investing activities (B) | -4,547 | -11,211 |
| Acquisition of non-controlling interests | 16 | -1 |
| Borrowing | 782 | 7,141 |
| Repayment of financial liabilities | -1,538 | -1,887 |
| Repayment of lease liabilities | -675 | -588 |
| Dividends paid | -452 | -704 |
| Cash flows from financing activities (C) | -1,867 | 3,961 |
| Change in liquidity (A+B+C) | 561 | 1,180 |
| Liquidity at the beginning of the period (January 1) | 7,443 | 6,459 |
| Exchange-rate related change in liquidity | 182 | -208 |
| Change in liquidity due to changes in the consolidated group | 26 | 10 |
| Change in liquidity held for sale | 11 | 2 |
| Liquidity at the end of the period (December 31) | 8,223 | 7,443 |

1) After offsetting write-ups of 63 million euros in 2023.

In the fiscal year 2024, the Bosch Group's Free Cash Flow⁷ amounted to 0.9 billion euros (compared with 2.2 billion euros in 2023).

⁷ Sum of cash flows from operating activities, cash flows from investing activities (without participating interests and other

The English language translations of the audited consolidated financial statements of Robert Bosch GmbH as of and for the fiscal years ended 31 December 2023 and 31 December 2024 and the independent auditor's reports thereon are incorporated herein by reference and form part of this Prospectus.

Independent Auditors

The German language consolidated financial statements of Robert Bosch GmbH as of and for the fiscal years ended 31 December 2023 and 31 December 2024 were audited by EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, Flughafenstraße 61, 70629 Stuttgart, Federal Republic of Germany ("EY"), a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Berlin. The consolidated financial statements of Robert Bosch GmbH as of and for the fiscal year ended 31 December 2023 were prepared in accordance with International Financial Reporting Standards, as adopted by the European Union, and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch – HGB*). The consolidated financial statements of Robert Bosch GmbH as of and for the fiscal year ended 31 December 2024 were prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IASB) and adopted by the European Union and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch – HGB*). In each case, EY conducted its audits of the German language consolidated financial statements of Robert Bosch GmbH as of and for the fiscal years ended 31 December 2023 and 31 December 2024 in accordance with Section 317 German Commercial Code (*Handelsgesetzbuch – HGB*) and in compliance with German generally accepted standards for financial statement audits promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland, IDW*) and issued unqualified German language independent auditor's reports (*Bestätigungsvermerke des unabhängigen Abschlussprüfers*) thereon.

Fiscal Year

The fiscal year of Robert Bosch GmbH is the calendar year.

Statement of No Material Change

There has been no material change in the prospects and the financial position of Robert Bosch GmbH since 31 December 2024.

Recent Developments

On 13 March 2025, Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC as borrowers and certain banks as lenders entered into the Bridge Financing (as defined below). Furthermore, the existing syndicated credit line was increased from 5 billion euros to 7 billion euros and its term was extended by 4 years until 2030. The syndicated credit line is undrawn as of the date of this Prospectus. As further described below, to further diversify the financing base, two loan agreements in the amount of 400 million euros and 300 million euros were concluded with the European Investment Bank in January 2025 and in April 2025, respectively.

Liquidity, structure of financial liabilities and ratings

As of 31 December 2024, the liquidity of the Bosch Group as derived from the consolidated statement of financial position⁸ amounted to 26.9 billion euros (compared to a liquidity of 25.7 billion euros as of 31 December 2020, 26.8 billion euros as of 31 December 2021, 21.1 billion euros as of 31 December 2022 and 26.7 billion euros as of 31 December 2023).

As of 31 December 2024, the financial debt⁹ of the Bosch Group amounted to 12.5 billion euros (compared to a financial debt of 7.2 billion euros as of 31 December 2020, 5.8 billion euros as of

financial investments), and the repayment of lease liabilities.

⁸ Sum of cash and cash equivalents (31 December 2024: 8.2 billion euros, 31 December 2023: 7.4 billion euros; 31 December 2022: 6.5 billion euros; 31 December 2021: 6.2 billion euros; 31 December 2020: 9.0 billion euros), marketable securities (securities) (31 December 2024: 16.2 billion euros, 31 December 2023: 15.9 billion euros; 31 December 2022: 14.0 billion euros; 31 December 2021: 17.0 billion euros; 31 December 2020: 14.9 billion euros) and bank balances with a term of more than 90 days (31 December 2024: 2.4 billion euros, 31 December 2023: 3.4 billion euros; 31 December 2022: 0.7 billion euros; 31 December 2021: 3.5 billion euros; 31 December 2020: 1.8 billion euros).

⁹ Sum of current other financial liabilities (31 December 2024: 2.5 billion euros, 31 December 2023: 2.8 billion euros; 31

31 December 2021, 7.7 billion euros as of 31 December 2022 and 13.2 billion euros as of 31 December 2023).

As of 31 December 2024, the Bosch Group's equity ratio, total equity as a percentage of total assets, was 44.3 per cent. (compared to 44.0 per cent. as of 31 December 2020, 45.3 per cent. as of 31 December 2021, 46.6 per cent. as of 31 December 2022 and 44.2 per cent. as of 31 December 2023).

In addition, the financial liabilities of the Bosch Group as of 31 December 2024 include bonds with a nominal value of 5.75 billion euros that bear interest between 2.625 per cent. and 4.375 per cent. A maturing 750-million-euro bond was repaid from available liquidity in 2024. As of 31 December 2024, there are also promissory loans (*Schuldscheindarlehen*) and registered notes (*Namensschuldverschreibungen*) with a nominal value of 3.2 billion euros that bear interest between 1.028 per cent. and 4.893 per cent., and U.S. private placement notes issued by Robert Bosch Finance LLC (and guaranteed by Robert Bosch GmbH) with a nominal value of 1.2 billion U.S. dollars that bear interest between 6.19 per cent. and 6.42 per cent. The average interest rate for the bonds, promissory loans and registered notes is 3.35 per cent. For the U.S. Private placement notes, it is 6.31 per cent. The average residual term to maturity of the promissory loans and registered notes is 4.00 years; for the bonds, it is 9.77 years. The average residual term to maturity of the U.S. private placement notes is 7.38 years.

Under the Bosch Group's revolving 2.0 billion U.S. dollar commercial paper program, short-term issuances by Robert Bosch Finance LLC (guaranteed by Robert Bosch GmbH) of roughly 500 million U.S. dollars are outstanding as of 31 December 2024. The U.S. commercial paper program is backed by U.S. bilateral credit lines of 1.25 billion U.S. dollars available to Robert Bosch Finance LLC (and guaranteed by Robert Bosch GmbH), having a term of 364 days. The credit lines have not been used as of the date of this Prospectus.

In March 2025, a bridge financing of 4 billion euros with a term of 2 years was concluded between Robert Bosch GmbH, Robert Bosch Finance LLC and Robert Bosch Investment Nederland B.V. as borrowers and certain banks as lenders to finance the Johnson Acquisition (the "**Bridge Financing**"). The Bridge Financing is undrawn as of the date of this Prospectus. Furthermore, the existing undrawn syndicated credit line was increased from 5 billion euros to 7 billion euros and its term extended by 4 years until 2030. To further diversify the financing base, two loan agreements in the amount of 400 million euros and 300 million euros were concluded with the European Investment Bank in January 2025 and in April 2025, respectively. In March 2025, a first tranche in the amount of 280 million euros was drawn under the first loan agreement. In addition, Promissory loans (*Schuldscheindarlehen*) with a total volume of about 550 million euros will mature in 2025 and will also be repaid from available liquidity.

The current credit rating assigned by S&P Global Ratings Europe Limited^{10, 12} is A/stable/A-1 and current credit rating assigned by Fitch Ratings Ireland Limited^{11, 12} is A/stable/F1+.

December 2022: 2.2 billion euros; 31 December 2021: 1.4 billion euros; 31 December 2020: 1.5 billion euros) and non-current financial liabilities (31 December 2024: 10.0 billion euros, 31 December 2023: 10.4 billion euros; 31 December 2022: 5.5 billion euros; 31 December 2021: 4.4 billion euros; 31 December 2020: 5.7 billion euros) as reported in the consolidated statement of financial position of the Bosch Group.

¹⁰ S&P Global Ratings Europe Limited is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

¹¹ Fitch Ratings Ireland Limited is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended the "**CRA Regulation**").

¹² The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that update list in the Official Journal of the European Union within 30 days following such update.

ROBERT BOSCH INVESTMENT NEDERLAND B.V. AS ISSUER

Incorporation and seat

Robert Bosch Investment Nederland B.V. is both the legal and commercial name of the Issuer. It was incorporated on 28 December 2001 under the laws of the Netherlands as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*). It is operating under the laws of the Netherlands. It has its official seat (*statutaire zetel*) in Boxtel, the Netherlands and its registered office at Kruisbroeksestraat 1, 5281 RV Boxtel, the Netherlands, and is registered with the Trade Register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under No. 34166287. The Legal Entity Identifier (LEI) of Robert Bosch Investment Nederland B.V. is 72450009QLIV38GTKN14.

Robert Bosch Investment Nederland B.V. is a wholly-owned subsidiary of Robert Bosch GmbH, Stuttgart, Germany. As at 31 December 2023, Robert Bosch Investment Nederland B.V. has 159 shareholdings and subsidiaries.

Business Objects

Within the Bosch Group, Robert Bosch Investment Nederland B.V. fulfils the function of a worldwide intermediate holding and finance company.

In its function as finance company, Robert Bosch Investment Nederland B.V. issues – mainly short-term – intercompany loans and on a non-regular basis loans to third parties.

The corporate objects of Robert Bosch Investment Nederland B.V. are to incorporate, acquire and participate in companies and enterprises. The company can also invest or raise capital and grant and take out loans as well as administer and dispose of real estate. Furthermore, the company can provide security for own and affiliate debt and commit itself as a guarantor for affiliates.

Capital Stock

As at 31 December 2023, the authorized share capital amounts to 100,000 euros, divided into 100,000 shares of one euro each. Of the authorized capital, an amount of 20,040 euros has been issued and fully paid-up.

Board of Directors and Supervisory Board

Board of Directors:

Everardus Antonius Huberdina Maria Gerritse, managing director (chairman)

Joanna Maria Floriana Fleischmann, finance director

Joost Rutten, tax director

Robert Bosch Investment Nederland B.V. has no supervisory board.

The members of the Board of Directors can be contacted at Robert Bosch Investment Nederland B.V.'s business address.

Fiscal Year

The fiscal year of Robert Bosch Investment Nederland B.V. is the calendar year.

Selected Financial Information

The selected financial information below was extracted from the audited financial statements of Robert Bosch Investment Nederland B.V. as of and for the fiscal year ended 31 December 2023 (prepared in accordance with Part 9, Book 2 of the Netherlands Civil Code and the firm pronouncements in the Guidelines for Annual Reporting in the Netherlands as issued by the Dutch Accounting Standard Board).

Where financial information is labelled "audited" in the tables in the section "Robert Bosch Investment Nederland B.V. as Issuer", this means that it has been extracted from the audited financial statements of Robert Bosch Investment Nederland B.V. mentioned above.

Income Statement

| For the period from 1 January to 31 December Figures in millions of euros | 2023 (audited) | 2022 (audited) |
|---|---------------------------------|---------------------------------|
| Operating income | | |
| Interest income | 57 | 35 |
| Other operating income | 1 | 1 |
| | 58 | 36 |
| Operating expenses | | |
| Operating expenses | -24 | -9 |
| Administrative expenses | -1 | -1 |
| Wages and salaries, social security charge | -1 | -1 |
| Interest expense | -49 | -29 |
| | -75 | -40 |
| Financial income and expense | | |
| Distributions from participating interests not valued at net asset value | 1,613 | 1,480 |
| Impairment participating interests | -552 | -489 |
| Result on sale of participations | - | 118 |
| | 1,061 | 1,109 |
| Income tax expenses | -82 | -28 |
| Total of result after taxation | 962 | 1,077 |

Balance Sheet

| As of Figures in millions of euros | 12/31/2023 (audited) | 12/31/2022 (audited) |
|--|---------------------------------------|---------------------------------------|
| Assets | | |
| Non-Current assets | | |
| Participating interests | 9,524 | 9,664 |
| Loans | 34 | 51 |
| Financial assets | 9,558 | 9,715 |
| Current assets | | |
| Receivables | 400 | 1,461 |
| Cash and cash equivalents | - | - |
| | 400 | 1,461 |
| Total assets | 9,958 | 11,176 |
| Equity and liabilities | | |
| Issued share capital | - | - |
| Share premium | 7,632 | 7,632 |
| Other reserves | 85 | 1,209 |
| Result for the year | 962 | 1,077 |
| Shareholders' equity | 8,679 | 9,918 |
| Provisions | 65 | 24 |
| Non-current liabilities | 996 | 995 |
| Current liabilities | 218 | 239 |
| Total of equity and liabilities | 9,958 | 11,176 |

The audited financial statements of Robert Bosch Investment Nederland B.V. as of and for the fiscal years ended 31 December 2022 and 31 December 2023 and the independent auditor's reports thereon are incorporated herein by reference and form part of this Prospectus.

Independent Auditors

The financial statements of Robert Bosch Investment Nederland B.V. as of and for the fiscal year ended 31 December 2022 has been audited by Ernst & Young Accountants LLP. Ernst & Young Accountants LLP was replaced by EY Accountants B.V. as independent auditors as of 29 June 2024 and audited the financial statements of Robert Bosch Investment Nederland B.V. for the fiscal year ended 31 December 2023. EY Accountants B.V. is an independent registered audit firm with its principal place of business at Boompjes 258, 3011 XZ Rotterdam, the Netherlands. EY Accountants B.V. is registered at the Chamber of Commerce of Rotterdam in the Netherlands under number 92704093. The office address of the independent auditor of EY Accountants B.V. that signed the independent auditor's reports is Prof.Dr. Dorgelolaan 12, 5613 AM Eindhoven, the Netherlands. The independent auditor signing the independent auditor's reports on behalf of EY Accountants B.V. is a member of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*). The financial statements of Robert Bosch Investment Nederland B.V. as of and for the fiscal years ended 31 December 2023 and 31 December 2022 were prepared in accordance with Part 9, Book 2 of the Netherlands Civil Code and the firm pronouncements in the Guidelines for Annual Reporting in the Netherlands as issued by the Dutch Accounting Standard Board. In each case, EY Accountants B.V. conducted its audits of the financial statements of Robert Bosch Investment Nederland B.V. as of and for the fiscal years ended 31 December 2022 and 2023 in accordance with Dutch law, including the Dutch standards on auditing, and issued unqualified independent auditor's reports thereon.

Statement of No Material Change

There has been no material change in the prospects and the financial position of Robert Bosch Investment Nederland B.V. since 31 December 2023.

Recent Developments

In 2024 a global carve-out of the Security and Systems Business (BT-ST) started and a sale agreement regarding this business was closed. Final closing is expected mid of 2025.

On 13 March 2025, Robert Bosch Investment Nederland B.V., Robert Bosch GmbH and Robert Bosch Finance LLC as borrowers and certain banks as lenders entered into the Bridge Financing.

Ratings

Robert Bosch Investment Nederland B.V. has not been assigned a credit rating by an external rating agency.

Since Robert Bosch GmbH guarantees the payment of interest on and principal of the Notes issued by Robert Bosch Investment Nederland B.V., Robert Bosch GmbH's external credit ratings can be applied in order to assess the credit quality of the bond issuances by Robert Bosch Investment Nederland B.V.

ROBERT BOSCH FINANCE LLC AS ISSUER

Incorporation and seat

Robert Bosch Finance LLC was formed in the State of Delaware, United States as a corporation on 18 December 1998 and converted to a limited liability company in the State of Delaware, United States on 4 January 2007. It is operating under the laws of the State of Delaware. Its registered office is 251 Little Falls Drive, Wilmington, DE USA 19808 and its principal place of business is 1800 West Central Road, Mt. Prospect, IL 60056, USA. The Legal Entity Identifier (LEI) of Robert Bosch Finance LLC is 549300VQST07EL5DYC58. Robert Bosch Finance LLC is an indirectly wholly-owned subsidiary of Robert Bosch GmbH. Robert Bosch Finance LLC has no subsidiaries.

Business Objectives

Robert Bosch Finance LLC provides treasury, cash management and risk management services to U.S. and Mexican Robert Bosch affiliates, including intercompany loans and lines of credit.

Capital Stock

Robert Bosch Finance LLC does not have capital stock and its membership interest is indirectly wholly-owned by Robert Bosch GmbH.

Management and Supervisory Bodies

Board:

Henri Catenos, Chairman; Robert-Bosch-Platz 1, 70839 Gerlingen, Germany

Kai Schrickel, board member; Robert-Bosch-Platz 1, 70839 Gerlingen, Germany

Mohammed Abraham, board member; 38000 Hills Tech Drive, Farmington Hills, Michigan 48331, United States

Christine Zimmerman, board member; 38000 Hills Tech Drive, Farmington Hills, Michigan 48331, United States

Michael McKenna, board member, President; 1800 W. Central Road, Mount Prospect, Illinois 60056, United States

The members of the Board can be contacted at the business addresses indicated above.

Officers:

Michael McKenna, President

Jon Schaffer, Treasurer

Elena Holz, Assistant Treasurer

Deanna McCann, Assistant Treasurer

Krisztina Rab, Assistant Treasurer

Robert Miklautsch, Secretary

Christine Waack, Assistant Secretary

Fiscal Year

The fiscal year of Robert Bosch Finance LLC is the calendar year.

Selected Financial Information

The audited financial statements of Robert Bosch Finance LLC as of and for the fiscal years ended 31 December 2024 and 2023 and the report of independent auditors thereon are incorporated herein by reference and form part of this Prospectus.

Independent Auditors

Ernst & Young LLP, One Kennedy Square, Suite 1000, 777 Woodward Avenue, Detroit, MI 48226-5495, United States of America, have audited Robert Bosch Finance LLC's financial statements as of and for the fiscal years ended 31 December 2024 and 2023. The financial statements of Robert Bosch Finance LLC as of and for the fiscal years ended 31 December 2024 and 2023 were prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). Ernst & Young LLP conducted its audit of the financial statements of Robert Bosch Finance LLC as of and for the fiscal years ended 31 December 2024 and 2023 in accordance with auditing standards generally

accepted in the United States of America and issued an unqualified report of independent auditors thereon.

Statement of No Material Change

There has been no material change in the prospects and the financial position of Robert Bosch Finance LLC since 31 December 2024.

Recent Developments

On 13 March 2025, Robert Bosch Investment Nederland B.V., Robert Bosch GmbH and Robert Bosch Finance LLC as borrowers and certain banks as lenders entered into the Bridge Financing.

Selected Financial Information

The selected financial information below was extracted from the audited financial statements of Robert Bosch Finance LLC as of and for the fiscal years ended 31 December 2024 and 2023 (prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP)).

Where financial information is labelled "audited" in the tables in the section "Robert Bosch Finance LLC as Issuer", this means that it has been extracted from the audited financial statements of Robert Bosch Finance LLC mentioned above.

Balance Sheets as of 31 December 2024 and 31 December 2023 (figures in thousands of USD):

| | December 31 | |
|--|-------------------|-------------------|
| | 2024 (audited) | 2023 (audited) |
| Assets | | |
| Current assets: | | |
| Cash and cash equivalents | 536,493 | 884,351 |
| Cash pool receivables from affiliates | 4,593,875 | 4,016,962 |
| Interest receivable on cash and cash equivalents | 1,029 | 1,241 |
| Other receivables | 49 | 35 |
| Total current assets | 5,131,446 | 4,902,589 |
| Other assets: | | |
| Deferred tax asset | 110 | 62 |
| Total assets | 5,131,556 | 4,902,651 |
| Liabilities and member's equity | | |
| Current liabilities: | | |
| Cash pool payable to affiliates | 2,775,460 | 2,395,595 |
| Commercial paper, net of discount | 498,700 | 649,657 |
| Income tax payable | 866 | 11,079 |
| Other accrued liabilities | 7,395 | 7,775 |
| Total current liabilities | 3,282,421 | 3,064,106 |
| Senior Notes payable, net of discounts | 1,196,288 | 1,195,871 |
| Total liabilities | 4,478,709 | 4,259,977 |
| Member's equity | 652,847 | 642,674 |
| Total liabilities and member's equity | 5,131,556 | 4,902,651 |

Income Statements for the fiscal years ended 31 December 2024 and 2023 (figures in thousands of USD):

| | 2024 (audited) | 2023 (audited) |
|---|-------------------|-------------------|
| Net interest income, affiliates | | |
| Interest income from affiliates | 238,005 | 266,940 |
| Interest expense and fees to affiliates | (121,335) | (129,857) |
| | 116,670 | 137,083 |

| | 2024 (audited) | 2023 (audited) |
|---|---------------------------------|---------------------------------|
| Net interest income(expense), non-affiliates | | |
| Interest income from cash and cash equivalents | 27,434 | 21,442 |
| Interest expense on loan, bond, and fees | (76,233) | (71,506) |
| Interest expense on commercial paper and fees | (39,533) | (22,535) |
| | <u>(88,332)</u> | <u>(72,599)</u> |
| Administrative expenses | (2,531) | (2,105) |
| Foreign currency (loss) gain and other | (12,555) | 7,698 |
| Income before provision for income taxes | 13,252 | 70,077 |
| Income tax provision | (3,079) | (16,448) |
| Net income | <u>10,173</u> | <u>53,629</u> |

Statements of Member's Equity for the fiscal years ended 31 December 2024 and 2023 (figures in thousands of USD):

| | |
|------------------------------|----------------|
| Balance at December 31, 2022 | 589,045 |
| Net income | <u>53,629</u> |
| Balance at December 31, 2023 | 642,674 |
| Net income | <u>10,173</u> |
| Balance at December 31, 2024 | <u>652,847</u> |

Statements of Cash Flows for the fiscal years ended 31 December 2024 and 2023 (figures in thousands of USD):

| | 2024 (audited) | 2023 (audited) |
|---|---------------------------------|---------------------------------|
| Operating activities | | |
| Net income | 10,173 | 53,629 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Deferred income tax provision | (48) | 1,665 |
| Foreign currency transactions | 12,555 | (7,698) |
| Accretion of discounts | 38,320 | 21,447 |
| Amortization of debt issuance costs | 417 | - |
| Changes in operating assets and liabilities: | | |
| Interest receivable from third parties | 212 | 215 |
| Income tax payable | (10,213) | (9,583) |
| Other accrued liabilities | (380) | (417) |
| Net cash provided by operating activities | <u>51,036</u> | <u>59,258</u> |
| Investing activities | | |
| Cash pool receivable from affiliates, net | (576,913) | (171,393) |
| Other receivables | (15) | 2,722 |
| Net cash used in investing activities | <u>(576,928)</u> | <u>(168,671)</u> |
| Financing activities | | |
| Commercial paper repayment (> 3 months) – gross | - | (90,000) |
| Commercial paper borrowing/repayment (<3 months) – net | (189,277) | 369,180 |
| Cash pool payable to affiliates, net | (379,865) | (1,145,856) |
| Loan payable proceeds | - | 1,200,000 |
| Loan payable repayment | - | (1,200,000) |
| Senior Notes payable proceeds, net of discount | - | 1,200,000 |
| Deferred financing fees paid | - | (4,165) |
| Net cash provided by financing activities | <u>190,588</u> | <u>329,194</u> |

| | 2024 (audited) | 2023 (audited) |
|--|---------------------------------|---------------------------------|
| Effect of exchange rate changes on cash and cash equivalents | (12,555) | 7,698 |
| Cash and cash equivalents | | |
| Net change in cash and cash equivalents | (347,858) | 227,479 |
| Beginning of year | 884,351 | 656,872 |
| End of year | <u>536,493</u> | <u>884,351</u> |
| Supplemental disclosures of cash flow information | | |
| Income taxes paid during the year | 13,340 | 24,366 |
| Interest paid to affiliates during the year | 110,285 | 119,620 |
| Interest paid to non-affiliates during the year | 75,760 | 68,299 |

Ratings

Robert Bosch Finance LLC has not been assigned a separate credit rating by an external rating agency.

The 2,000,000,000 U.S. dollars Commercial Paper program dated 20 November 2020 has been assigned an "A-1" rating by S&P Global Ratings agency dated 10 December 2024 and an "F1+" rating by Fitch Ratings agency dated 24 July 2024.

The Private Placement Notes have been assigned an "A" rating by S&P Global Ratings agency dated 26 November 2024 and by Fitch Ratings agency dated 25 July 2024.

TERMS AND CONDITIONS OF THE NOTES

Introduction

The Terms and Conditions of the Notes (the "Terms and Conditions") are set forth below for two options:

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

Option II comprises the set of Terms and Conditions that apply to Tranches of Notes with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of Option I or Option II including certain further options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Prospectus neither any Issuer nor the Guarantor had knowledge of certain items which are applicable to an individual issue of Notes, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

In the case the Final Terms applicable to an individual issue only refer to the further options contained in the set of Terms and Conditions for Option I or Option II the following applies

[The provisions of the following Terms and Conditions apply to the Notes as completed by the final terms which are attached hereto (the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the specified office of any Paying Agent, *provided* that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]

OPTION I – Terms and Conditions that apply to Notes with fixed interest rates

TERMS AND CONDITIONS (ENGLISH LANGUAGE VERSION)

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of [Robert Bosch GmbH] [Robert Bosch Investment Nederland B.V.] [Robert Bosch Finance LLC](["**Robert Bosch GmbH**"] ["**Robert Bosch Investment Nederland B.V.**"] ["**Robert Bosch Finance LLC**"] or the "**Issuer**") is being issued in [**Specified Currency**] (the "**Specified Currency**" in the aggregate principal amount [**In the case the global note is an NGN, the following applies:** , subject to § 1(4),] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**Specified**

Denomination]¹³ (the "**Specified Denomination**").

(2) *Form.* The Notes are in bearer form.

[(3) *Temporary Global Note Exchange.*

- (a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- (b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States as defined in § 6(2).]

In the case of Notes not issued by Robert Bosch Finance LLC the following applies

In the case of Notes issued by Robert Bosch Finance LLC the following applies

[(3) *Permanent Global Note.*

The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons that will be treated as Notes in registered form for U.S. federal income tax purposes. The Permanent Global Note shall be signed manually by authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

Partial ownership in the Permanent Global Note will be shown on, and transfer of ownership will be effected only through, bookings reflected in the records maintained by the Clearing System. Except in limited circumstances, the Clearing System will not be able to transfer a Permanent Global Note, other than to transfer such Permanent Global Note to a successor depository, and ownership interests in each Permanent Global Note may not be exchanged for a Definitive Note. The Clearing System must be CBF unless another Clearing System entered into a book-entry agreement or otherwise addressed the "immobilization" of the Notes under U.S. tax law.

Payment of interest on these Notes issued by Robert Bosch Finance LLC will be made only after delivery of the withholding agent of the non-U.S. beneficial ownership statement described in U.S. Treas. Reg. § 1.871-14(c)(2) (generally an appropriate IRS Form W-8).]

(4) *Clearing System.* Each global note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means **[If more than one Clearing System, the following applies: each of]** the following: [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**") [Clearstream Banking S.A., 42

¹³ The minimum denomination of the Notes will be, if in euro, EUR 100,000, or, if in any currency other than euro, in an amount in such other currency equal to at least EUR 100,000 at the time of the issue of the Notes.

Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("CBL"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear") (CBL and Euroclear each an "ICSD" and together the "ICSDs") and any successor in such capacity.

In the case of Notes kept in custody on behalf of the ICSDs

and the global note is an NGN the following applies

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

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

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

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

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

[The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depository on behalf of both ICSDs.]

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

§ 2

STATUS, NEGATIVE PLEDGE OF THE ISSUER [In the case of Notes issued by Robert Bosch Finance LLC or Robert Bosch Investment Nederland B.V. the following applies:; GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR]

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

(2) *Negative Pledge*. The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security (*Grund- oder Mobiliarpfandrechte*) upon any of its assets for any present or future Capital Market Indebtedness or any guarantees resulting therefrom, without at the same time, having the Holders share equally and pro rata in such security or such other security as shall be provided by an independent expert of internationally recognised standing as being equivalent security.

"**Capital Market Indebtedness**" means any indebtedness from the borrowing of money which is, in the form of, or is represented by, any bond, security, certificate or other instrument which is or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including

any over-the-counter market) and any guarantee or other indemnity in respect of such indebtedness. For the avoidance of doubt, a Capital Market Indebtedness does not include borrowing of money under loan agreements and certificates of indebtedness evidencing assignable loans (*Schuldscheindarlehen*).

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(3) *Guarantee and Negative Pledge of the Guarantor.* Robert Bosch GmbH (the "**Guarantor**") has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security (*Grund- oder Mobiliarpfandrechte*) upon any of its assets for any present or future Capital Market Indebtedness (as defined above) or any guarantees resulting therefrom, without at the same time having the Holders share equally and pro rata in such security as shall be provided by an independent expert of internationally recognised standing as being equivalent security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 German Civil Code (*Bürgerliches Gesetzbuch, BGB*), giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor.]

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their aggregate principal amount at the rate of **[Rate of Interest]** per cent. per annum from (and including) **[Interest Commencement Date]** to (but excluding) the Maturity Date (as defined in § 5 (1)). Interest shall be payable in arrear on **[Fixed Interest Date or Dates]** in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on **[First Interest Payment Date]** **[If First Interest Payment Date is not first anniversary of Interest Commencement Date, the following applies:** and will amount to **[Initial Broken Amount per Specified Denomination]**. **[If Maturity Date is not a Fixed Interest Date, the following applies:** Interest in respect of the period from (and including) **[Fixed Interest Date preceding the Maturity Date]** to (but excluding) the Maturity Date will amount to **[Final Broken Amount per Specified Denomination]**.]

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law¹⁴.

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period other than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "**Day Count Fraction**" means in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons) the following applies

[the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.]

¹⁴ The default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* from time to time, §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (including the case of short coupons) the following applies

[the actual number of days in the Calculation Period divided by the number of days in the Reference Period (as defined below) in which the Calculation Period falls.]

In the case of Actual/Actual (ICMA Rule 251) with two or more constant interest periods within an interest year (including in the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the product of (1) the number of days in the Reference Period in which the Calculation Period falls and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]

In the case of Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is longer than one Reference Period (long coupon) the following applies

[the sum of:

- (A) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by [In the case of Reference Periods of less than one year the following applies: the product of (1)] the number of days in such Reference Period [In the case of Reference Periods of less than one year the following applies: and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year; and
- (B) the number of days in such Calculation Period falling in the next Reference Period divided by [**In the case of Reference Periods of less than one year the following applies:** the product of (1)] the number of days in such Reference Period [**In the case of Reference Periods of less than one year the following applies:** and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].]

The following applies for all options of Actual/Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons)

["**Reference Period**" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. [**In the case of a short first or last Calculation Period:** For the purposes of determining the relevant Reference Period only, [**deemed Interest Payment Date**] shall be deemed to be an Interest Payment Date.] [**In the case of a long first or last Calculation Period the following applies:** For the purposes of determining the relevant Reference Period only, [**deemed Interest Payment Date(s)**] shall [each] be deemed to be an Interest Payment Date].

In the case of 30/360, 360/360 or Bond Basis the following applies

[the number of days in the Calculation Period divided by 360, calculated pursuant to the following formula:

$$DCF = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

Where:

"**DCF**" means Day Count Fraction;

"**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

In the case of 30E/360 or Eurobond Basis the following applies

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.]

[the number of days in the Calculation Period divided by 360, calculated pursuant to the following formula:

$$DCF = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

Where:

"**DCF**" means Day Count Fraction;

"**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30.]

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to § 4(2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System outside the United States.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System outside the United States. Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

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

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

(4) *Payment Business Day*. If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System is open

In the case of Notes not denominated in EUR the following applies

[and on which commercial banks and foreign exchange markets in **[relevant financial centre(s)]** settle payments **][.][and]]**

In the case of Notes denominated in EUR the following applies

[and on which all relevant parts of the real-time gross settlement system operated by the Eurosystem or any successor or replacement system ("**T2**") are open to forward the relevant payment].

(5) *References to Principal and Interest*. References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; **[If redeemable at the option of the Issuer for other than tax reasons the following applies:** the Call Redemption Amount of the Notes;] **[If redeemable at the option of the Holder the following applies:** the Put Redemption Amount of the Notes;] **[If redeemable at the option of the Issuer upon publication of a Transaction Trigger Notice the following applies:** the Trigger Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest*. The Issuer **[in the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies:** or, as the case may be, the Guarantor] may deposit with the *Amtsgericht* (local court) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer **[in the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC, the following applies:** or, as the case may be, the Guarantor] shall cease.

§ 5 REDEMPTION

(1) *Final Redemption*. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on **[Maturity Date]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of Notes issued by Robert Bosch GmbH the following applies

[(2) *Early Redemption for Reasons of Taxation*. If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3 (1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § **[12][13]** to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

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

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany **[in the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: or the Netherlands]** **[in the case of Notes issued by Robert Bosch Finance LLC insert: or the United States]** or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)) at maturity or upon the sale or exchange of any Note, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § [12][13] to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor 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, such obligation to pay such Additional Amounts does not remain in effect.]

Any such notice shall be given in accordance with § [12][13]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption at the Option of the Issuer at specified Call Redemption Amounts the following applies

[(3) *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) **[In case the Early Redemption at the Option of the Issuer shall be available for the period of time from the Call Redemption Date to the Maturity Date, the following applies: or at any time thereafter until (but excluding) the Maturity Date]** at the relevant Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the relevant redemption date.

| Call Redemption Date(s) | Call Redemption Amount(s) |
|----------------------------------|------------------------------------|
| [Call Redemption Date(s)] | [Call Redemption Amount(s)] |
| [_____] | [_____] |
| [_____] | [_____] |

[If Notes are subject to Early Redemption at the Option of the Holder, the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 5[(5)].]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § [12][13]. Such notice shall specify:

- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
 - (iii) the redemption date, which shall be not less than **[Minimum Notice to Holders]** nor more than **[Maximum Notice to Holders]** days after the date on which notice is given by the Issuer to the Holders; and
 - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form, the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[(4)] *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with clause (b), at any time redeem all or some only of the Notes (each a "**Call Redemption Date**") at the Early Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 5[(5)].]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § [12][13]. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

If the Notes are subject to Early Redemption at the Option of a Holder at specified Put Redemption Amounts the following applies

[(5)] *Early Redemption at the Option of a Holder.*

- (a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

| Put Redemption Date(s) | Put Redemption Amount(s) |
|---------------------------------|-----------------------------------|
| [Put Redemption Date(s)] | [Put Redemption Amount(s)] |
| [_____] | [_____] |

[_____] [_____]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.

- (b) In order to exercise such option, the Holder must, not less than **[Minimum Notice to Issuer]** nor more than **[Maximum Notice to Issuer]** days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in written form ("**Put Notice**"). In the event that the Put Notice is received after 5:00 p.m. Frankfurt time on the **[Minimum Notice to Issuer]** day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised, **[and][,]** (ii) the securities identification number of such Notes, if any **[In the case the Global Note is kept in custody by CBF, the following applies:** and (iii) contact details as well as a bank account]. The Put Notice may be in the form available from the specified offices of the Fiscal Agent and the Paying Agent[s] in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[(6)] *Early Redemption Amount.*

For purposes of this § 5[(6)], the Early Redemption Amount of a Note shall be the higher of (i) its Final Redemption Amount and (ii) the Present Value. The Present Value will be calculated by the Calculation Agent as (A) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of early redemption) discounted to the early redemption date on an annual basis (based on the actual number of days elapsed divided by 365 or 366, as the case may be) at the Reference Rate (as defined below), plus **[Discount Rate]** per cent., plus (B) in each case, accrued interest thereon to the date of early redemption. The Early Redemption Amount shall be calculated by the Calculation Agent and is to be notified by the Issuer to the Holders in accordance with § [12][13] and to the Fiscal Agent.

"**Reference Rate**" means with respect to any early redemption date, the midmarket annual yield to maturity appearing on the Screen Page, as determined by the Calculation Agent, of the **[name of reference bond including securities identification number]** due on **[maturity date of reference bond]** or, if that security is no longer outstanding, a similar security selected in the reasonable discretion of the Calculation Agent, at 11:00 a.m. (Frankfurt time) on the ninth Payment Business Day preceding such early redemption date quoted in writing to the Issuer by the Calculation Agent. "**Screen Page**" means **[Screen Page]** or any successor page at around **[time of the relevant financial centre].]**

If the Notes are subject to Early Redemption at the Option of the Issuer for Reason of Minimal Outstanding Aggregate Principal Amount the following applies

- [(7)] *Early Redemption for Reason of Minimal Outstanding Aggregate Principal Amount.*** The Issuer may, on giving not less than 30 and not more than 60 days' prior notice to the Holders in accordance with § [12][13] redeem all, but not some only, of the outstanding Notes with effect on each Interest Payment Date if at any time (other than as a direct result of a redemption of some, but not all, of the Notes at the Present Value at the Issuer's option pursuant to § 5[(6)], if applicable),

If the Notes are subject to Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice at the Trigger Call Redemption Amount the following applies

the aggregate principal amount of the Notes outstanding s equal to or less than 25 % of the aggregate principal amount of the Notes of this Series originally issued (including any Notes additionally issued in accordance with § [11][12](1)). In the case such notice is given, the Issuer will redeem the Notes at their Final Redemption Amount together with interest accrued to but excluding the date fixed for redemption on the date fixed for redemption.]

[[8)] *Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice.*

- (a) The Issuer may, on giving not less than [five] [other **Minimum Notice to Holders**] and not more than [**Maximum Notice to Holders**] days' prior Transaction Trigger Notice to the Holders in accordance with § [12][13] at any time during the Transaction Notice Period redeem all but not some only of the outstanding Notes with effect as of the date of redemption fixed in the notice. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes at the Trigger Call Redemption Amount together with accrued interest to but excluding the date fixed for redemption.

"Trigger Call Redemption Amount" means [**Trigger Call Redemption Amount**].

"Transaction Trigger Notice" means a notice within the Transaction Notice Period that the Transaction has been terminated prior to completion or that the Transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the Transaction. At any time, the Issuer may waive its right to call the Notes for redemption following the occurrence of one of the events detailed above, by giving notice in accordance with § [12][13].

"Transaction Notice Period" means the period from [**issue date**] to including [**end of period date**].

"Transaction" means [**description of transaction in respect of which the Notes are issued for refinancing purposes**].

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 5[(5)].]

- (b) Any such notice shall be irrevocable. Such notice shall specify:
- (i) the Series and securities identification numbers of the Notes subject to redemption; and
- (ii) the redemption date, which shall be not less than 30 days nor more than 60 days after the date on which the Transaction Trigger Notice is given by the Issuer to the Holders.]

§ 6

THE FISCAL AGENT AND PAYING AGENT [AND THE CALCULATION AGENT]

(1) *Appointment; Specified Office.* The initial Fiscal Agent and the initial Paying Agent [and the initial Calculation Agent] and their initial specified offices shall be:

Fiscal Agent and Paying Agent: Deutsche Bank Aktiengesellschaft
Tausananlage 12
60325 Frankfurt am Main
Federal Republic of Germany

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount, the following applies

[Calculation Agent: The Issuer shall appoint a reputable institution of good standing in the financial markets for the purpose of calculating the Early Redemption Amount in accordance with § 5[(4)] only.]

The Fiscal Agent and the Paying Agent [and the Calculation Agent] reserve the right at any time to change their specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or the Paying Agent [or the Calculation Agent] and to appoint another Fiscal Agent or Paying Agent [or another Calculation Agent]. The Issuer shall at all times maintain a [(i)] Fiscal Agent [**In the case of payments in U.S. dollars, the following applies:** and (ii) if payments at or through the offices of the Paying Agent outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, the Paying Agent with a specified office in New York City] [**If any Calculation Agent is to be appointed the following applies:** and [(iii)] a Calculation Agent]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § [12][13]. For purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent and the Paying Agent [and the Calculation Agent] act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

In the case of Notes issued by Robert Bosch GmbH the following applies

[All amounts payable in respect of the Notes shall be made at source without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction. The tax on interest payments (*Zinsabschlagsteuer*, since 1 January 2009: *Kapitalertragsteuer*) which has been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon since 1 January 1995 as well as any corresponding replacement thereof do not constitute such Additional Amounts as described above. The Issuer shall not be obliged to pay such Additional Amounts on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the

Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany; or

- (c) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later; or
- (d) are payable because any Note was presented to a particular Paying Agent for payment if the Note could have been presented to another paying Agent without any such withholding or deduction; or
- (e) where a Holder or a third party on its behalf could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party acting on its behalf complies with any statutory requirements (in particular, the applicable information and reporting requirements concerning the nationality, residence or identity of the Holder) or by making or procuring that any such third party makes a declaration of non-residence or other claim for exemption to any tax authority; or
- (f) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany 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.]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[All amounts payable in respect of the Notes or under the Guarantee shall be made at source without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction. The tax on interest payments (*Zinsabschlagsteuer*, since 1 January 2009: *Kapitalertragsteuer*) which has been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon since 1 January 1995 as well as any corresponding replacement thereof do not constitute such Additional Amounts as described above. The Issuer shall not be obliged to pay such Additional Amounts on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in,

or are secured in, **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany; or

- (c) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later; or
- (d) are payable because any Note was presented to a particular Paying Agent for payment if the Note could have been presented to another paying Agent without any such withholding or deduction; or
- (e) where a Holder or a third party on its behalf could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party acting on its behalf complies with any statutory requirements (in particular, the applicable information and reporting requirements concerning the nationality, residence or identity of the Holder) or by making or procuring that any such third party makes a declaration of non-residence or other claim for exemption to any tax authority; or
- (f) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany 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

In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert:

- (g) are imposed, deducted or withheld pursuant to the application of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).]

In the case of Notes issued by Robert Bosch Finance LLC insert:

- (g) which are imposed by the United States as a result of a Holder's or beneficial owner's (i) failure to establish a complete exemption from such withholding tax (including, but not limited to, by providing an applicable IRS Form W-8 or W-9), or (ii) past or present status as (v) a passive investment company with respect to the United States; a foreign corporation which accumulates earnings to avoid United States Federal income tax; (w) a controlled foreign corporation with respect to the United States that is related to the Issuer through stock ownership; (x) a private foundation or other tax-exempt organisation with respect to the United States; (y) a "10 per cent. Shareholder" with respect to the Issuer within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Internal Revenue Code; or (z) a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.]

§ 8 PRESENTATION PERIOD

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

§ 9
EVENTS OF DEFAULT

In the case of Notes issued by Robert Bosch GmbH the following applies

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount (as defined in § 5(1)), together with accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2(2)) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 50,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or other indemnity given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or other indemnity, within 30 days after the guarantee or other indemnity has been invoked, or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or
- (f) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer in connection with this issue, or
- (g) any governmental order, decree or enactment shall be made in or by the Federal Republic of Germany whereby the Issuer is prevented from observing and performing in full its payment obligations as set forth in these Conditions and this situation is not cured within 90 days.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in § 9(1)(b) or (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9(1)(a) or in § 9(1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only if and when the Fiscal Agent has received such notices from the Holders of at least 10 per cent. of the aggregate principal amount of all Notes still outstanding at that time.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with § 9(1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § [13][14][4]) or in other appropriate manner.]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount (as defined in § 5(1)), together with accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2(2)) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 50,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or other indemnity given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or other indemnity, within 30 days after the guarantee or other indemnity has been invoked, or
- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or
- (f) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with this issue, or
- (g) the Guarantee shall cease to be in full force and effect in accordance with its terms for any reason except pursuant to these Terms and Conditions or terms of the Guarantee governing the release of the Guarantee or the satisfaction in full of all the obligations thereunder or shall be declared invalid or unenforceable other than as contemplated by its terms, or the Guarantor shall repudiate, deny or disaffirm any of its obligations thereunder or under the Terms and Conditions, or
- (h) any governmental order, decree or enactment shall be made in the country in which the Issuer or the Guarantor has its domicile whereby the Issuer or the Guarantor is prevented from observing and performing in full its payment obligations as set forth in these Conditions and in the Guarantee, respectively, and this situation is not cured within 90 days.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in § 9(1)(b) or (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9(1)(a) or in § 9(1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only if and when the Fiscal Agent has received such notices from the Holders of at least 10 per cent. of the aggregate principal amount of all Notes still outstanding at that time.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with § 9(1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § [13][14][4]) or in other appropriate manner.]

**§ 10
SUBSTITUTION**

In the case of Notes issued by Robert Bosch GmbH

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for itself any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for itself either the Guarantor or any Affiliate (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

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

In the case of Notes issued by Robert Bosch GmbH the following applies

[(d) it is guaranteed that the obligations of the Issuer from the Guarantee of the debt issuance program ("**Program**") of the Issuer (of which the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*) apply also to the Notes of the Substitute Debtor; and]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(d) it is guaranteed that the obligations of the Guarantor, if it is not itself the Substitute Debtor, from the Guarantee of the Program of the Issuer, apply also to the Notes of the Substitute Debtor; and]

- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice*. Notice of any such substitution shall be published in accordance with § [12][13].

(3) *Authorisation of the Issuer*. In the event of such substitution, the Issuer is authorised to modify the Global Note representing the Notes and these Terms and Conditions without the consent of the Holders to the extent necessary to reflect the changes resulting from the substitution. An appropriately adjusted global note representing the Notes and Terms and Conditions (highlighting all effected amendments) will be deposited with the Clearing System.

If the Notes are to provide for Resolutions of Holders, the following applies

**[§ 11
AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS'
REPRESENTATIVE [In the case of Notes issued by Robert Bosch
Finance LLC or Robert Bosch Investment Nederland B.V. the following
applies:, AMENDMENT OF THE GUARANTEE]**

(1) *Amendment of the Terms and Conditions*. In accordance with the German

Act on Debt Securities of 2009 as amended (*Schuldverschreibungsgesetz aus Gesamtemissionen* – "**SchVG**") the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in § 11(2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority*. Resolutions shall be passed by a majority of at least 75 per cent. of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3 Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Resolution of Holders*. Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 and §§ 5 et seqq. of the SchVG or in a Holder's meeting in accordance with §§ 5 et seqq. of the SchVG.

(4) *Chair of the vote taken without a meeting*. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights*. Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holders' Representative*.

[If no Holders' Representative is designated in the Terms and Conditions, the following applies: The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder.]

[If the Holders' Representative is appointed in the Terms and Conditions, the following applies: The common representative (the "**Holders' Representative**") shall be [•]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(7) *Procedural Provisions regarding Resolutions of Holders in a Holder's meeting*.

(a) *Notice Period, Registration, Proof*.

(i) A holders' meeting ("**Holders' Meeting**") shall be convened not less than 14 days before the date of the meeting.

(ii) If the convening notice ("**Convening Notice**") provide(s) that attendance at a Holders' Meeting or the exercise of the voting rights shall be dependent upon a registration of the Holders before the meeting, then for purposes of calculating the period pursuant to subsection (1) the date of the meeting shall be replaced by the date by which the Holders are required to register. The registration notice must

be received at the address set forth in the Convening Notice no later than on the third day before the Holders' Meeting.

- (iii) The Convening Notice may provide what proof is required to be entitled to take part in the Holders' Meeting. Unless otherwise provided in the Convening Notice, for Notes represented by a Global Note a voting certificate obtained from an agent to be appointed by the Issuer shall entitle its bearer to attend and vote at the Holders' Meeting. A voting certificate may be obtained by a Holder if at least six days before the time fixed for the Holders' Meeting, such Holder (a) deposits its Notes for such purpose with an agent to be appointed by the Issuer or to the order of such agent or (b) blocks its Notes in an account with a Custodian in accordance with the procedures of the Custodian and delivers a confirmation stating the ownership and blocking of its Notes to the agent of the Issuer. The Convening Notice may also require a proof of identity of a person exercising a voting right.

(b) *Contents of the Convening Notice, Publication.*

- (i) The Convening Notice shall state the name, the place of the registered office of the Issuer, the time and venue of the Holders' Meeting, and the conditions on which attendance in the Holders' Meeting and the exercise of voting rights is made dependent, including the matters referred to in subsection (a)(ii) and (iii).
- (ii) The Convening Notice shall be published promptly in the Federal Gazette (*Bundesanzeiger*) and additionally in accordance with the provisions of § [12][13]. The costs of publication shall be borne by the Issuer.
- (iii) From the date on which the Holders' Meeting is convened until the date of the Holders' Meeting, the Issuer shall make available to the Holders, on the Issuer's website the Convening Notice and the precise conditions on which the attendance of the Holders' Meeting and the exercise of voting rights shall be dependent.

(c) *Information Duties, Voting.*

- (i) The Issuer shall be obliged to give information at the Holders' Meeting to each Holder upon request in so far as such information is required for an informed judgment regarding an item on the agenda or a proposed resolution.
- (ii) The provisions of the German Stock Corporation Act (*Aktiengesetz*) regarding the voting of shareholders at general meetings shall apply *mutatis mutandis* to the casting and counting of votes, unless otherwise provided for in the Convening Notice.

(d) *Publication of Resolutions.*

- (i) The Issuer shall at its expense cause publication of the resolutions passed in appropriate form. If the registered office of the Issuer is located in Germany, the resolutions shall promptly be published in the Federal Gazette (*Bundesanzeiger*) and additionally in accordance with the provisions of § [12][13]. The publication prescribed in § 50(1) of the German Securities Trading Act (*Wertpapierhandelsgesetz*) shall be sufficient.
- (ii) In addition, the Issuer shall make available to the public the resolutions passed and, if the resolutions amend the Terms and Conditions, the wording of the original Terms and Conditions, for a period of not less

than one month commencing on the day following the date of the Holders' Meeting. Such publication shall be made on the Issuer's website.

(e) *Taking of Votes without Meeting.*

The call for the taking of votes shall specify the period within which votes may be cast. Such period shall not be less than 72 hours. During such period, the Holders may cast their votes in text format (*Textform*) to the person presiding over the taking of votes. The Convening Notice may provide for other forms of casting votes. The call for the taking of votes shall give details as to the prerequisites which must be met for the votes to qualify for being counted.]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(8) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Robert Bosch GmbH.]

§ [11][12]

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same conditions as the Notes in all respects (or in all respects except for the settlement date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ [12][13]

NOTICES

In the case of Notes which are admitted to trading on the EuroMTF of the Luxembourg Stock Exchange the following applies

(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.luxse.com). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

[(2) *Notification to Clearing System.* So long as any Notes are admitted to trading on the EuroMTF of the Luxembourg Stock Exchange, § [12][13](1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in § [12][13](1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with an evidence of the Holder's entitlement in accordance with

§ [13][14](4) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ [13][14]

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes (the "**Proceedings**").

[(3) *Appointment of Authorised Agent.* For any Proceedings before German courts, the Issuer appoints Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Federal Republic of Germany as its authorised agent for service of process in Federal Republic of Germany.]

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

§ [14][15] LANGUAGE

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

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

OPTION II – Terms and Conditions that apply to Notes with floating interest rates

**TERMS AND CONDITIONS
(ENGLISH LANGUAGE VERSION)**

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of [Robert Bosch GmbH] [Robert Bosch Investment Nederland B.V.] [Robert Bosch Finance LLC] (["**Robert Bosch GmbH**"] ["**Robert Bosch Investment Nederland B.V.**"] ["**Robert Bosch Finance LLC**"] or the "**Issuer**") is being issued in [**Specified Currency**] (the "**Specified Currency**" in the aggregate principal amount [In the case the global note is an NGN, the following applies: , subject to § 1(4),] of [aggregate principal amount] (in words: [aggregate principal amount in words]) in the denomination of [**Specified Denomination**]¹ (the "**Specified Denomination**").

(2) *Form.* The Notes are in bearer form.

[(3) *Temporary Global Note Exchange.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**" without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States as defined in § 6(2).]

In the case of Notes not issued by Robert Bosch Finance LLC the following applies

[(3) *Permanent Global Note.*

The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons that will be treated as Notes in registered form for U.S. federal income tax purposes. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

Partial ownership in the Permanent Global Note will be shown on, and transfer of ownership will be effected only through, bookings reflected in

In the case of Notes issued by Robert Bosch Finance LLC

¹ The minimum denomination of the Notes will be, if in euro, EUR 100,000, or, if in any currency other than euro, in an amount in such other currency equal to at least EUR 100,000 at the time of the issue of the Notes.

the records maintained by the Clearing System. Except in limited circumstances, the Clearing System will not be able to transfer a Permanent Global Note, other than to transfer such Permanent Global Note to a successor depository, and ownership interests in each Permanent Global Note may not be exchanged for a Definitive Note. The Clearing System must be CBF unless another Clearing System entered into a book-entry agreement or otherwise addressed the "immobilization" of the Notes under U.S. tax law).

Payment of interest on these Notes issued by Robert Bosch Finance LLC will be made only after delivery of the withholding agent of the non-U.S. beneficial ownership statement described in U.S. Treas. Reg. § 1.871-14(c)(2) (generally an appropriate IRS Form W-8).]

(4) *Clearing System.* Each global note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means [If more than one Clearing System, the following applies: each of] the following: [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**") [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**")] and any successor in such capacity.

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

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

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

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

[The Notes are issued in classical global note ("**CGN**") form and are kept in custody by a common depository on behalf of both ICSDs.]

(5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

§ 2

STATUS, NEGATIVE PLEDGE OF THE ISSUER[In the case of Notes issued Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC, the following applies:., **GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR**]

In the case of Notes kept in custody on behalf of the ICSDs

and the global note is an NGN the following applies

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

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

(2) *Negative Pledge*. The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security (*Grund- oder Mobiliarpfandrechte*) upon any of its assets for any present or future Capital Market Indebtedness or any guarantees resulting therefrom, without at the same time, having the Holders share equally and pro rata in such security or such other security as shall be provided by an independent expert of internationally recognised standing as being equivalent security.

"**Capital Market Indebtedness**" means any indebtedness from the borrowing of money which is, in the form of, or is represented by, any bond, security, certificate or other instrument which is or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including any over-the-counter market) and any guarantee or other indemnity in respect of such indebtedness. For the avoidance of doubt, a Capital Market Indebtedness does not include borrowing of money under loan agreements and certificates of indebtedness evidencing assignable loans (*Schuldscheindarlehen*).

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(3) Guarantee and Negative Pledge of the Guarantor. Robert Bosch GmbH ("**Robert Bosch GmbH**" or the "**Guarantor**") has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security (*Grund- oder Mobiliarpfandrechte*) upon any of its assets for any present or future Capital Market Indebtedness (as defined above) or any guarantees resulting therefrom, without at the same time having the Holders share equally and pro rata in such security as shall be provided by an independent expert of internationally recognised standing as being equivalent security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 German Civil Code (*Bürgerliches Gesetzbuch*, BGB), giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor.]

§ 3 INTEREST

(1) *Interest Payment Dates*.

(a) The Notes bear interest on their aggregate principal amount from (and including) [**Interest Commencement Date**] (the "**Interest Commencement Date**") to but excluding the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to but excluding the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.

(b) "**Interest Payment Date**" means

[each [**Specified Interest Payment Dates**].]

In the case of Specified Interest Payment Dates the following applies

In the case of Specified Interest Periods the following applies

[each date which (except as otherwise provided in these Terms and Conditions) falls [number] [weeks] [months] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

- (c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

In the case of the Modified Following Business Day Convention the following applies

[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 shall be the immediately preceding Business Day.]

In the case of the Floating Rate Notes (FRN) Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [number] months after the preceding applicable Interest Payment Date.]

In the case of the Following Business Day Convention the following applies

[postponed to the next day which is a Business Day.]

- (d) In this § 3 "**Business Day**" means a day (other than a Saturday or a Sunday) on which the Clearing System is open

In the case the Specified Currency is not EUR the following applies

[and on which commercial banks are generally open for business in, and foreign exchange markets in [relevant financial centre(s)] settle payments] [.] [and]

In the case the Specified Currency is EUR the following applies

[and all relevant parts of the real-time gross settlement system operated by the Eurosystem or any successor or replacement system ("**T2**") are open to effect payments.]

(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be determined by the Calculation Agent and is the Reference Rate (as defined below) [[plus] [minus] the Margin (as defined below)]. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a. m. (Brussels time) on the Interest Determination Date (as defined below).

"**Reference Rate**" is the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period (EURIBOR).

"**Interest Period**" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"**Interest Determination Date**" means the second T2 Business Day prior to the commencement of the relevant Interest Period. "**T2 Business Day**" means a day on which all relevant parts of the real-time gross settlement system operated by the Eurosystem or any successor or replacement system ("**T2**") are open to effect payments.

"**Margin**" means [•] per cent. per annum.]

"**Screen Page**" means Refinitiv screen page EURIBOR01 or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant Reference Rate.

If the Screen Page is not available or if no such quotation appears, in each case as at such time on the relevant Interest Determination Date, subject to § 3[(8)], the Rate of Interest on the Interest Determination Date shall be equal to the Rate of Interest as displayed on the Screen Page on the last day preceding the Interest Determination Date on which such Rate of Interest was displayed on the Screen Page [[plus] [minus] the Margin]].

In the case of a Minimum and/or Maximum Rate of Interest the following applies

[(3) *Minimum*] *and* [(Maximum) Rate of Interest.

[If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than **Minimum Rate of Interest**], the Rate of Interest for such Interest Period shall be **insert Rate of Interest**.]

[If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than **Maximum Rate of Interest**], the Rate of Interest for such Interest Period shall be **Maximum Rate of Interest**.]

[(4)] *Interest Amount*. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, calculate the amount of interest (the "**Interest Amount**") payable on the Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (for Calculation Periods other than a full year and as defined below) to each Specified Denomination and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(5)] *Notification of Rate of Interest and Interest Amount*. The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies:** and the Guarantor] and to the Holders in accordance with § [12][13] as soon as possible after their determination, but in no event later than the fourth [T2] [London] **[relevant financial centre(s)]** Business Day (as defined in § 3(2)) thereafter and if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and 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 the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed, if the rules of such stock exchange so require, and to the Holders in accordance with § [12][13].

[(6)] *Determinations Binding*. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agent and the Holders.

[(7)] *Accrual of Interest*. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until actual redemption of the Notes. The applicable Rate of Interest will be the default rate of interest established by law.²

² The default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* from time to time, §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

[(8)] Rate Replacement.

- (a) If the Issuer determines (in consultation with the Calculation Agent) that a Rate Replacement Event has occurred or will occur on or prior to an Interest Determination Date, the Relevant Determining Party (as defined below) shall determine and inform the Issuer, if relevant, and no later than five Business Days before such Interest Determination Date the Calculation Agent and the Paying Agent of (i) the Replacement Rate, (ii) the Adjustment Spread, if any, and (iii) the Replacement Rate Adjustments (each as defined below in § 3[(8)](b)(aa) to (cc)) for purposes of determining the Rate of Interest for the Interest Period related to that Interest Determination Date and each Interest Period thereafter (subject to the subsequent occurrence of any further Rate Replacement Event). The Terms and Conditions shall be deemed to have been amended by the Replacement Rate Adjustments (as defined in § 3[(8)](b)(hh)) with effect from (and including) the relevant Interest Determination Date (including any amendment of such Interest Determination Date if so provided by the Replacement Rate Adjustments). The Rate of Interest shall then be the Replacement Rate (as defined below) adjusted by the Adjustment Spread, if any, **[[plus] [minus] the Margin (as defined above)].**

The Issuer shall notify the Holders pursuant to § [12][13] as soon as practicable (*unverzüglich*) after such determination of the Replacement Rate, the Adjustment Spread, if any, and the Replacement Rate Adjustments. In addition, the Issuer shall request the [Clearing System] [common depository on behalf of both ICSDs] to supplement the Terms and Conditions to reflect the Replacement Rate Adjustments by attaching the documents submitted to it to the Global Note in an appropriate manner.

(b) *Definitions.*

- (aa) "**Rate Replacement Event**" means, with respect to the Reference Rate each of the following events:
- (i) the Reference Rate not having been published on the Screen Page for ten (10) consecutive Business Days immediately prior to the relevant Interest Determination Date; or
 - (ii) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the competent authority of the administrator of the Reference Rate, from which the Reference Rate no longer reflects the underlying market or economic reality and no action to remediate such a situation is taken or expected to be taken by the competent authority for the administrator of the Reference Rate; or
 - (iii) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the administrator of the Reference Rate, on which the administrator (x) will commence the orderly wind-down of the Reference Rate or (y) has ceased or will cease to provide the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate); or
 - (iv) the occurrence of the date, as publicly announced by the competent authority for the administrator of the Reference Rate, the central bank for the Specified Currency, an insolvency official with jurisdiction over the administrator for the Reference Rate, a resolution authority with jurisdiction over the administrator for the Reference Rate or a court (unappealable final decision) or an

entity with similar insolvency or resolution authority over the administrator for the Reference Rate, on which the administrator of the Reference Rate (x) will commence the orderly wind-down of the Reference Rate or (y) has ceased or will cease to provide the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate); or

- (v) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the competent authority for the administrator of the Reference Rate, from which the Reference Rate will be prohibited from being used; or
 - (vi) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the administrator of the Reference Rate, of a material change in the methodology of determining the Reference Rate; or
 - (vii) the publication of a notice by the Issuer pursuant to § [12][13](1) that it has become unlawful for the Issuer, the Calculation Agent or any Paying Agent to calculate any Rate of Interest using the Reference Rate; or
 - (viii) the European Commission or the competent national authority of a Member State have designated one or more replacement benchmarks for a Reference Rate pursuant to Art. 23b (2) and Art. 23c (1) of the Benchmarks Regulation (Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds), as amended ("**BMR**").
- (bb) "**Replacement Rate**" means a publicly available substitute, successor, alternative or other rate designed to be referenced by financial instruments or contracts, including the Notes, to determine an amount payable under such financial instruments or contracts, including, but not limited to, an amount of interest. In determining the Replacement Rate, the Relevant Guidance (as defined below) shall be taken into account.
- (cc) "**Adjustment Spread**" means a spread (which may be positive or negative), or the formula or methodology for calculating a spread, which the Relevant Determining Party determines is required to be applied to the Replacement Rate to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value between the Issuer and the Holders that would otherwise arise as a result of the replacement of the Reference Rate against the Replacement Rate (including, but not limited to, as a result of the Replacement Rate being a risk-free rate). In determining the Adjustment Spread, the Relevant Guidance (as defined below) shall be taken into account.
- (dd) "**Relevant Determining Party**" means
- (i) the Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by any investor that is knowledgeable in the respective type of bonds, such as the Notes; or
 - (ii) failing which, an Independent Advisor (as defined below), to be appointed by the Issuer at commercially reasonable terms, using reasonable endeavours, as its agent to make such determinations.

- (ee) "**Independent Advisor**" means an independent financial institution of international repute or any other independent advisor of recognised standing and with appropriate experience in the international debt capital markets mandated and paid for by the Issuer.
- (ff) "**Relevant Guidance**" means (i) any legal or supervisory requirement applicable to the Issuer or the Notes or, if none, (ii) any applicable requirement, recommendation or guidance of a Relevant Nominating Body or, if none, (iii) any relevant recommendation or guidance by industry bodies (including by ISDA), or, if none, (iv) any relevant market practice.
- (gg) "**Relevant Nominating Body**" means
 - (i) the central bank for the Specified Currency, or any central bank or other supervisor which is responsible for supervising either the Replacement Rate or the administrator of the Replacement Rate; or
 - (ii) the European Commission or any competent national authority of a Member State; or
 - (iii) any working group or committee officially endorsed, sponsored or convened by or chaired or co-chaired by (w) the central bank for the Specified Currency, (x) any central bank or other supervisor which is responsible for supervising either the Reference Rate or the administrator of the Reference Rate, (y) a group of the aforementioned central banks or other supervisors or (z) the Financial Stability Board or any part thereof.
- (hh) "**Replacement Rate Adjustments**" means such adjustments to the Terms and Conditions as are determined consequential to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction and any methodology or definition for obtaining or calculating the Replacement Rate). In determining any Replacement Rate Adjustments the Relevant Guidance shall be taken in account.
- (c) *Termination.* If a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined and notified to the Calculation Agent and the Paying Agent pursuant to § 3[(8)](a) and (b), the Reference Rate in respect of the relevant Interest Determination Date shall be the Reference Rate determined for the last preceding Interest Period. The Issuer will inform the Calculation Agent accordingly no later than five Business Days before the relevant Interest Determination Date. As a result, the Issuer may, upon not less than 15 days' notice given to the Holders in accordance with § [12][13], redeem all, and not only some of the Notes at any time on any Business Day before the respective subsequent Interest Determination Date at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date.

[(9)] *Day Count Fraction.* "**Day Count Fraction**" means in respect of to the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

In the case of
Actual/365 (Fixed) the
following applies

[the actual number of days in the Calculation Period divided by 365.]

In the case of
Actual/360 the following
applies

[the actual number of days in the Calculation Period divided by 360.]

§ 4 PAYMENTS

- (1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to § 4(2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System outside the United States.
- (b) *Payment of Interest* Payment of interest on Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System outside the United States. Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).
- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.
- (3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Business Day**" means any day which is a Business Day.
- (5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount; the Early Redemption Amount; **[if redeemable at option of Issuer for other than taxation reasons the following applies: the Call Redemption Amount;] [if redeemable at option of the Issuer upon publication of a Transaction Trigger Notice the following applies: the Trigger Call Redemption Amount;]** and any premium and any other amounts which may be payable under or in respect of the Notes.
- (6) *Deposit of Principal and Interest.* The Issuer **[in the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies: or, as the case may be, the Guarantor]** may deposit with the *Amtsgericht* (local court) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer **[in the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC, the following applies: or, as the case may be, the Guarantor]** shall cease.

§ 5 REDEMPTION

- (1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in **[Redemption Month]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of Notes issued by Robert Bosch GmbH the following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § [12][13] to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany **[in the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: or the Netherlands] [in the case of Notes issued by Robert Bosch Finance LLC insert: or the United States]** or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)) at maturity or upon the sale or exchange of any Note, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § [12][13] to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor 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, such obligation to pay such Additional Amounts does not remain in effect.]

Any such notice shall be given in accordance with § [12][13]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption at the Option of the Issuer at Final Redemption Amount the following applies

[(3) *Early Redemption at the Option of the Issuer.*

(a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Interest Payment Date following **[number]** years after the Interest Commencement Date and on each Interest Payment Date thereafter (each a "**Call Redemption Date**") at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption

Date.

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § [12][13]. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Call Redemption Date, which shall be not less than **[Minimum Notice to Holders]** nor more than **[Maximum Notice to Holders]** days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form, the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

If the Notes are subject to Early Redemption at the Option of the Issuer for Reason of Minimal Outstanding Aggregate Principal Amount the following applies

- [(4) *Early Redemption for Reason of Minimal Outstanding Aggregate Principal Amount.* The Issuer may, on giving not less than 30 and not more than 60 days' prior notice to the Holders in accordance with § [12][13] redeem all, but not some only, of the outstanding Notes with effect on each Interest Payment Date if at any time the aggregate principal amount of the Notes outstanding is equal to or less than 25 % of the aggregate principal amount of the Notes of this Series originally issued (including any Notes additionally issued in accordance with § [11][12](1)). In the case such notice is given, the Issuer will redeem the Notes at their Final Redemption Amount on the Interest Payment Date fixed for redemption.]

If the Notes are subject to Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice at the Trigger Call Redemption Amount the following applies

- [(5) *Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice.*

- (a) The Issuer may, on giving not less than [five] **[other Minimum Notice to Holders]** and not more than **[Maximum Notice to Holders]** days' prior Transaction Trigger Notice to the Holders in accordance with § [12][13] at any time during the Transaction Notice Period redeem all but not some only of the outstanding Notes with effect as of the date of redemption fixed in the notice. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes at the Trigger Call Redemption Amount.

"Trigger Call Redemption Amount" means **[Trigger Call Redemption Amount]**.

"Transaction Trigger Notice" means a notice within the Transaction Notice Period that the Transaction has been terminated prior to completion or that the Transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the Transaction. At any time, the Issuer may waive its right to call the Notes for redemption following the occurrence of one of the events detailed above, by giving notice in accordance with § [12][13].

"Transaction Notice Period" means the period from **[issue date]** to including **[end of period date]**.

"Transaction" means **[description of transaction in respect of which the Notes are issued for refinancing purposes]**.

- (b) Any such notice shall be irrevocable. Such notice shall specify:

- (i) the Series and securities identification numbers of the Notes subject to redemption; and
- (ii) the redemption date, which shall be not less than 30 days nor more than 60 days after the date on which the Transaction Trigger Notice is given by the Issuer to the Holders.]

§ 6

THE FISCAL AGENT, THE PAYING AGENT AND THE CALCULATION AGENT

(1) *Appointment; Specified Office.* The initial Fiscal Agent, the initial Paying Agent and the initial Calculation Agent and their initial specified offices shall be:

Fiscal Agent and Deutsche Bank Aktiengesellschaft
 Paying Agent: Taunusanlage 12
 60325 Frankfurt am Main
 Federal Republic of Germany

Calculation Agent: **[name and specified office]**

The Fiscal Agent, the Paying Agent and the Calculation Agent reserve the right at any time to change their specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, the Paying Agent or the Calculation Agent and to appoint another Fiscal Agent, Paying Agent or another Calculation Agent. The Issuer shall at all times maintain a (i) Fiscal Agent **[In the case of payments in U.S. dollars, the following applies:** , (ii) if payments at or through the offices of the Paying Agent outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, the Paying Agent with a specified office in New York City] and [(iii)] a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § [12][13]. For purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent, the Paying Agent and the Calculation Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7

TAXATION

In the case of Notes issued by Robert Bosch GmbH the following applies

[All amounts payable in respect of the Notes shall be made at source without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction. The tax on interest payments (*Zinsabschlagsteuer*, since 1 January 2009: *Kapitalertragsteuer*) which has

been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon since 1 January 1995 as well as any corresponding replacement thereof do not constitute such Additional Amounts as described above. The Issuer shall not be obliged to pay such Additional Amounts on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany; or
- (c) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later; or
- (d) are payable because any Note was presented to a particular Paying Agent for payment if the Note could have been presented to another paying Agent without any such withholding or deduction; or
- (e) where a Holder or a third party on its behalf could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party acting on its behalf complies with any statutory requirements (in particular, the applicable information and reporting requirements concerning the nationality, residence or identity of the Holder) or by making or procuring that any such third party makes a declaration of non-residence or other claim for exemption to any tax authority; or
- (f) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany 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.]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[All amounts payable in respect of the Notes or under the Guarantee shall be made at source without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction. The tax on interest payments (*Zinsabschlagsteuer*, since 1 January 2009: *Kapitalertragsteuer*) which has been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon since 1 January 1995 as well as any corresponding replacement thereof do not constitute such Additional Amounts as described above. The Issuer shall

not be obliged to pay such Additional Amounts on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany; or
- (c) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later; or
- (d) are payable because any Note was presented to a particular Paying Agent for payment if the Note could have been presented to another paying Agent without any such withholding or deduction; or
- (e) where a Holder or a third party on its behalf could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party acting on its behalf complies with any statutory requirements (in particular, the applicable information and reporting requirements concerning the nationality, residence or identity of the Holder) or by making or procuring that any such third party makes a declaration of non-residence or other claim for exemption to any tax authority; or
- (f) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which **[In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert: the Netherlands or] [In the case of Notes issued by Robert Bosch Finance LLC insert: the United States or]** the Federal Republic of Germany 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

In the case of Notes issued by Robert Bosch Investment Nederland B.V. insert:

- (g) are imposed, deducted or withheld pursuant to the application of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).]

In the case of Notes issued by Robert Bosch Finance LLC insert:

- (g) which are imposed by the United States as a result of a Holder's or beneficial owner's (i) failure to establish a complete exemption from such withholding tax (including, but not limited to, by providing an applicable IRS Form W-8 or W-9), or (ii) past or present status as (v) a passive investment company with respect to the United States; a foreign corporation which accumulates earnings to avoid United States Federal income tax; (w) a controlled foreign corporation with

respect to the United States that is related to the Issuer through stock ownership; (x) a private foundation or other tax-exempt organisation with respect to the United States; (y) a "10 per cent. Shareholder" with respect to the Issuer within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Internal Revenue Code; or (z) a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.]

§ 8

PRESENTATION PERIOD

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

§ 9

EVENTS OF DEFAULT

In case of Notes issued by Robert Bosch GmbH the following applies

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount (as defined in § 5(1)), together with accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2(2)) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 50,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or other indemnity given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or other indemnity, within 30 days after the guarantee or other indemnity has been invoked, or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or
- (f) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer in connection with this issue, or
- (g) any governmental order, decree or enactment shall be made in or by the Federal Republic of Germany whereby the Issuer is prevented from observing and performing in full its payment obligations as set forth in these Conditions and this situation is not cured within 90 days.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in § 9(1)(b) or (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9(1)(a) or in § 9(1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only if and when the Fiscal Agent has received such notices from the Holders of at least 10

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

per cent. of the aggregate principal amount of all Notes still outstanding at that time.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with § 9(1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § [13][14][(4)]) or in other appropriate manner.]

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount (as defined in § 5(1)), together with accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2(2)) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 50,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or other indemnity given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or other indemnity, within 30 days after the guarantee or other indemnity has been invoked, or
- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or
- (f) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with this issue, or
- (g) the Guarantee shall cease to be in full force and effect in accordance with its terms for any reason except pursuant to these Terms and Conditions of terms of the Guarantee governing the release of the Guarantee or the satisfaction in full of all the obligations thereunder or shall be declared invalid or unenforceable other than as contemplated by its terms, or the Guarantor shall repudiate, deny or disaffirm any of its obligations thereunder or under the Terms and Conditions, or
- (h) any governmental order, decree or enactment shall be made in the country in which the Issuer or the Guarantor has its domicile whereby the Issuer or the Guarantor is prevented from observing and performing in full its payment obligations as set forth in these Conditions and in the Guarantee, respectively, and this situation is not

cured within 90 days.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in § 9(1)(b) or (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9(1)(a) or in § 9(1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only if and when the Fiscal Agent has received such notices from the Holders of at least 10 per cent. of the aggregate principal amount of all Notes still outstanding at that time.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with § 9(1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § [13][14][4]) or in other appropriate manner.]

§ 10 SUBSTITUTION

In the case of Notes issued by Robert Bosch GmbH the following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for itself any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for itself either the Guarantor or any Affiliate (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

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

In the case of Notes issued by Robert Bosch GmbH the following applies

[(d) it is guaranteed that the obligations of the Issuer from the Guarantee of the debt issuance program ("**Program**") of the Issuer (of which the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*) apply also to the Notes of the Substitute Debtor; and]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(d) it is guaranteed that the obligations of the Guarantor, if it is not itself the Substitute Debtor, from the Guarantee of the Program of the Issuer apply also to the Notes of the Substitute Debtor; and]

- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been

satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice*. Notice of any such substitution shall be published in accordance with § [12][13].

(3) *Authorisation of the Issuer*. In the event of such substitution, the Issuer is authorised to modify the Global Note representing the Notes and these Terms and Conditions without the consent of the Holders to the extent necessary to reflect the changes resulting from the substitution. An appropriately adjusted global note representing the Notes and Terms and Conditions (highlighting all effected amendments) will be deposited with the Clearing System.

If the Notes are to provide for Resolutions of Holders, the following applies

**[§ 11
AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS'
REPRESENTATIVE][In the case of Notes issued by Robert Bosch
Finance LLC or Robert Bosch Investment Nederland B.V. the
following applies:, AMENDMENT OF THE GUARANTEE]**

(1) *Amendment of the Terms and Conditions*. In accordance with the German Act on Debt Securities of 2009 as amended (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in § 11(2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority*. Resolutions shall be passed by a majority of at least 75 per cent. Of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3 Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Resolution of Holders*. Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 and §§ 5 et seqq. Of the SchVG or in a Holder's meeting in accordance with §§ 5 et seqq. Of the SchVG.

(4) *Chair of the vote taken without a meeting*. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights*. Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings Representative*.

[If no Holders' Representative is designated in the Terms and Conditions, the following applies: The Holders may by majority resolution appoint a common representative (the "**Holdings Representative**") to exercise the Holders' rights on behalf of each Holder.]

[If the Holders' Representative is appointed in the Terms and Conditions, the following applies: The common representative (the "**Holdings Representative**") shall be [•]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders'

Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(7) *Procedural Provisions regarding Resolutions of Holders in a Holder's meeting.*

(a) *Notice Period, Registration, Proof.*

- (i) A holders' meeting ("**Holders' Meeting**") shall be convened not less than 14 days before the date of the meeting.
- (ii) If the convening notice ("**Convening Notice**") provide(s) that attendance at a Holders' Meeting or the exercise of the voting rights shall be dependent upon a registration of the Holders before the meeting, then for purposes of calculating the period pursuant to subsection (1) the date of the meeting shall be replaced by the date by which the Holders are required to register. The registration notice must be received at the address set forth in the Convening Notice no later than on the third day before the Holders' Meeting.
- (iii) The Convening Notice may provide what proof is required to be entitled to take part in the Holders' Meeting. Unless otherwise provided in the Convening Notice, for Notes represented by a Global Note a voting certificate obtained from an agent to be appointed by the Issuer shall entitle its bearer to attend and vote at the Holders' Meeting. A voting certificate may be obtained by a Holder if at least six days before the time fixed for the Holders' Meeting, such Holder (a) deposits its Notes for such purpose with an agent to be appointed by the Issuer or to the order of such agent or (b) blocks its Notes in an account with a Custodian in accordance with the procedures of the Custodian and delivers a confirmation stating the ownership and blocking of its Notes to the agent of the Issuer. The Convening Notice may also require a proof of identity of a person exercising a voting right.

(b) *Contents of the Convening Notice, Publication.*

- (i) The Convening Notice (the "**Convening Notice**") shall state the name, the place of the registered office of the Issuer, the time and venue of the Holders' Meeting, and the conditions on which attendance in the Holders' Meeting and the exercise of voting rights is made dependent, including the matters referred to in subsection (a)(ii) and (iii).
- (ii) The Convening Notice shall be published promptly in the Federal Gazette (*Bundesanzeiger*) and additionally in accordance with the provisions of § [12][13]. The costs of publication shall be borne by the Issuer.
- (iii) From the date on which the Holders' Meeting is convened until the date of the Holders' Meeting, the Issuer shall make available to the Holders, on the Issuer's website the Convening Notice and the precise conditions on which the attendance of the Holders' Meeting and the exercise of voting rights shall be dependent.

(c) *Information Duties, Voting.*

- (i) The Issuer shall be obliged to give information at the Holders' Meeting

to each Holder upon request in so far as such information is required for an informed judgment regarding an item on the agenda or a proposed resolution.

- (ii) The provisions of the German Stock Corporation Act (*Aktiengesetz*) regarding the voting of shareholders at general meetings shall apply *mutatis mutandis* to the casting and counting of votes, unless otherwise provided for in the Convening Notice.

(d) *Publication of Resolutions.*

- (i) The Issuer shall at its expense cause publication of the resolutions passed in appropriate form. If the registered office of the Issuer is located in Germany, the resolutions shall promptly be published in the Federal Gazette (*Bundesanzeiger*) and additionally in accordance with the provisions of § [12][13]. The publication prescribed in § 50(1) of the German Securities Trading Act (*Wertpapierhandelsgesetz*) shall be sufficient.
- (ii) In addition, the Issuer shall make available to the public the resolutions passed and, if the resolutions amend the Terms and Conditions, the wording of the original Terms and Conditions, for a period of not less than one month commencing on the day following the date of the Holders' Meeting. Such publication shall be made on the Issuer's website.

(e) *Taking of Votes without Meeting.*

The call for the taking of votes shall specify the period within which votes may be cast. Such period shall not be less than 72 hours. During such period, the Holders may cast their votes in text format (*Textform*) to the person presiding over the taking of votes. The Convening Notice may provide for other forms of casting votes. The call for the taking of votes shall give details as to the prerequisites which must be met for the votes to qualify for being counted.]

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(8) Amendment of the Guarantee. The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Robert Bosch GmbH.]

§ [11][12]

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same conditions as the Notes in all respects (or in all respects except for the settlement date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

**§ [12][13]
NOTICES**

In the case of Notes which are admitted to trading on the EuroMTF of the Luxembourg Stock Exchange the following applies

(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.luxse.com). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

[(2) *Notification to Clearing System.* So long as any Notes are admitted to trading on the EuroMTF of the Luxembourg Stock Exchange, § [12][13](1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in § [12][13](1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with an evidence of the Holder's entitlement in accordance with § [13][14](4) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ [13][14]

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes (the "**Proceedings**").

In the case of Notes issued by Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC the following applies

[(3) *Appointment of Authorised Agent.* For any Proceedings before German courts, the Issuer appoints Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Federal Republic of Germany authorised agent for service of process in Federal Republic of Germany.]

[(4)] *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes

the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

**§ [14][15]
LANGUAGE**

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

TERMS AND CONDITIONS OF THE NOTES
(DEUTSCHE FASSUNG DER ANLEIHEBEDINGUNGEN)

Einführung

Die Anleihebedingungen für die Schuldverschreibungen (die "**Anleihebedingungen**") sind nachfolgend in zwei Optionen aufgeführt:

Option I umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Der Satz von Anleihebedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen entweder links von dem Satz der Anleihebedingungen oder in eckigen Klammern innerhalb des Satzes der Anleihebedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit eine Emittentin oder die Garantin zum Zeitpunkt der Billigung des Prospektes keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Prospekt Leerstellen in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

Im Fall, dass die Endgültigen Bedingungen, die für eine einzelne Emission anwendbar sind, nur auf die weiteren Optionen verweisen, die im Satz der Anleihebedingungen der Option I oder Option II enthalten sind, ist folgendes anwendbar

[Die Bestimmungen der nachstehenden Anleihebedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "**Endgültigen Bedingungen**") vervollständigt ersetzt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Anleihebedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung

ANLEIHEBEDINGUNGEN

(Deutsche Fassung)

§ 1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der [Robert Bosch GmbH] [Robert Bosch Investment Nederland B.V.] [Robert Bosch Finance LLC] ("**Robert Bosch GmbH**") ["**Robert Bosch Investment Nederland B.V.**"] ["**Robert Bosch**"]

Finance LLC"] oder die "Emittentin") wird in [festgelegte Wahrung] (die "festgelegte Wahrung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar: (vorbehaltlich § 1(4))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stuckelung von [festgelegte Stuckelung]¹ (die "festgelegte Stuckelung") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

[(3) *Vorlaufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfanglich durch eine vorlaufige Globalurkunde (die "**vorlaufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorlaufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stuckelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorlaufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgema bevollmachtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorlaufige Globalurkunde wird fruhestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Begebung der durch die vorlaufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gema U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentumer der durch die vorlaufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen ber solche Finanzinstitute halten). Zinszahlungen auf durch eine vorlaufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist fur jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorlaufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorlaufige Globalurkunde gema diesem § 1(3)(b) auszutauschen. Wertpapiere, die im Austausch fur die vorlaufige Globalurkunde geliefert werden, durfen nur auerhalb der Vereinigten Staaten (wie in § 6(2) definiert) geliefert werden.]

Im Fall von Schuldverschreibungen, die nicht von der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(3) *Dauerglobalurkunde.*

Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft, die fur Zwecke der Bundeseinkommenssteuer der Vereinigten Staaten als Namenspapier betrachtet wird. Die Dauerglobalurkunde tragt die eigenhandigen Unterschriften zweier ordnungsgema bevollmachtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Bruchteileigentumsanspruche an jeder Dauerglobalurkunde werden in dem Register des jeweiligen Clearing Systems ausgewiesen, und die Ubertragung von Eigentum erfolgt nur durch Buchung und Eintragung in das Register des jeweiligen Clearing Systems. Auer in begrenzten Fallen darf das Clearing System eine Dauerglobalurkunde nur an eine Nachfolgeverwahrstelle ubertragen, und Bruchteileigentum an einer Dauerglobalurkunde ist nicht in eine Einzelurkunde austauschbar. Das jeweilige Clearing System muss CBF sein, es sei denn ein anderes Clearing System hat eine Vereinbarung uber ein

Im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

¹ Die Mindeststuckelung der Schuldverschreibungen betragt EUR 100.000, bzw. falls die Schuldverschreibungen in einer anderen Wahrung als Euro begeben werden, einem Betrag in dieser anderen Wahrung, der zur Zeit der Begebung der Schuldverschreibungen dem Gegenwert von wenigstens EUR 100.000 entspricht.

Erfassungssystem (*book-entry agreement*) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert.

Zinszahlungen erfolgen auf diese von der Robert Bosch Finance LLC begebenen Schuldverschreibungen nur nach Lieferung der Bestätigung über das Nichtbestehen U.S.-amerikanischen wirtschaftlichen Eigentums gemäß U.S. Treas. Reg. § 1.871-14(c)(2) (grundsätzlich ein geeignete- IRS – 91 - Formular W-8) an die für die Einbehaltung zuständige Stelle (*withholding agent*.)]

(4) *Clearing System*. Jede die Schuldverschreibungen verbriefende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. "**Clearing System**" bedeutet **[Bei mehr als einem Clearing System ist folgendes anwendbar: jeweils]** folgendes: [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**") [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Großherzogtum Luxemburg ("**CBL**"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien ("**Euroclear**"), CBL and Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**,"] sowie jeder Funktionsnachfolger.

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

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist folgendes anwendbar

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

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine CGN ist, ist folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer *classical global note* ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG[Im Falle von Schuldverschreibungen, die von Robert Bosch Finance LLC oder Robert Bosch Investment Nederland B.V. begeben werden, ist folgendes anwendbar:; GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

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

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich solange Schuldverschreibungen ausstehen (jedoch nur bis zu dem Zeitpunkt, in dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang oder an solchen anderen Sicherheiten, die von einem internationalen angesehen unabhängigen Gutachter als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

"**Kapitalmarktverbindlichkeit**" bedeutet jede Verbindlichkeit aus der Aufnahme von Geldern, die in der Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft oder verkörpert ist und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, sowie jede sonstige Gewährleistung in Bezug auf eine solche Verbindlichkeit. Um Missverständnisse auszuschließen, eine Kapitalmarktverbindlichkeit umfasst nicht die Aufnahme von Geldern durch Kreditverträge und Schuldscheindarlehen.

Im Fall von
Schuldverschreibungen die von der
Robert Bosch
Investment
Nederland B.V.
oder der Robert
Bosch Finance LLC
begeben werden,
ist folgendes
anwendbar

[(3) *Garantie und Negativverpflichtung der Garantin*. Die Robert Bosch GmbH ("**Robert Bosch GmbH**" oder die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen (jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie oben definiert) und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang oder an solchen anderen Sicherheiten, die von einem internationalen angesehen unabhängigen Gutachter als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen.]

§ 3

ZINSEN

(1) *Zinssatz und Zinszahlungstage*. Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar vom **[Verzinsungsbeginn]** (einschließlich) bis zum Fälligkeitstag (wie in § 5(1) definiert) (ausschließlich) mit jährlich **[Zinssatz]** %. Die Zinsen sind nachträglich

am **[Festzinstern(e)]** eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am **[erster Zinszahlungstag]** **[Sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist folgendes anwendbar:** und beläuft sich auf **[anfänglicher Bruchteilszinsbetrag je festgelegter Stückelung].** **[Sofern der Fälligkeitstag kein Festzinstern ist, ist folgendes anwendbar:** Die Zinsen für den Zeitraum vom **[letzter dem Fälligkeitstag vorausgehender Festzinstern]** (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf **[abschließender Bruchteilszinsträge je festgelegter Stückelung].**

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen².

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum abweichend von einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

Im Fall von Actual/Actual (ICMA Regel 251) mit nur einer Zinsperiode innerhalb eines Zinsjahres (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons) ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

Im Fall von Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch die Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

Im Fall von Actual/Actual (ICMA Regel 251) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) innerhalb eines Zinsjahres ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt und (2) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären.]

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

Im Fall von Actual/Actual (ICMA Regel 251) und wenn der Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon) ist folgendes anwendbar

[die Summe aus:

- (A) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr ist folgendes anwendbar:** das Produkt aus (1)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr ist folgendes anwendbar:** und (2) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und
- (B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr ist folgendes anwendbar:** das Produkt aus (1)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr ist folgendes anwendbar:** und (2) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].]

Folgendes gilt für alle Optionen von Actual/Actual (ICMA Regel 251) anwendbar außer Option Actual/Actual (ICMA Rule 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons)

["Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Fall eines ersten oder letzten kurzen Zinsberechnungszeitraumes ist folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gilt der **[Fiktiven Zinszahlungstag]** als Zinszahlungstag.] **[Im Fall eines ersten oder letzten langen Zinsberechnungszeitraumes ist folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gelten **[Fiktive(r) Zinszahlungstag(e)]** als Zinszahlungstag[e].]

Im Falle von 30/360, 360/360 oder Bond Basis ist folgendes anwendbar

[die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, berechnet gemäß der nachfolgenden Formel:

$$ZTQ = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

Dabei gilt Folgendes:

"ZTQ" ist gleich der Zinstagequotient;

"J₁" ist das Jahr, ausgedrückt als Zahl, in das der erste Tag des Zinsberechnungszeitraums fällt;

"J₂" ist das Jahr, ausgedrückt als Zahl, in das der Tag fällt, der auf den letzten in dem Zinsberechnungszeitraum eingeschlossenen Tag unmittelbar folgt;

"M₁" ist der Kalendermonat, ausgedrückt als Zahl, in den der erste Tag des Zinsberechnungszeitraums fällt;

"M₂" ist der Kalendermonat, ausgedrückt als Zahl, in den der Tag fällt, der auf den letzten in dem Zinsberechnungszeitraum eingeschlossenen Tag unmittelbar folgt;

"T₁" ist der erste Tag des Zinsberechnungszeitraums, ausgedrückt als Zahl, es sei denn, diese Zahl wäre 31, in welchem Fall T₁ gleich 30 ist; und

"T₂" ist der Tag, ausgedrückt als Zahl, der auf den letzten in dem Zinsberechnungszeitraum eingeschlossenen Tag unmittelbar folgt, es sei denn, diese Zahl wäre 31 und T₁ ist größer als 29, in welchem Fall T₂ gleich 30 ist.]

Im Falle von
30E/360 oder
Eurobond Basis ist
folgendes
anwendbar

[die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360, berechnet gemäß der nachfolgenden Formel:

$$ZTQ = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

Dabei gilt Folgendes:

"ZTQ" ist gleich der Zinstagequotient;

"J₁" ist das Jahr, ausgedrückt als Zahl, in das der erste Tag des Zinsberechnungszeitraums fällt;

"J₂" ist das Jahr, ausgedrückt als Zahl, in das der Tag fällt, der auf den letzten in dem Zinsberechnungszeitraum eingeschlossenen Tag unmittelbar folgt;

"M₁" ist der Kalendermonat, ausgedrückt als Zahl, in den der erste Tag des Zinsberechnungszeitraums fällt;

"M₂" ist der Kalendermonat, ausgedrückt als Zahl, in den der Tag fällt, der auf den letzten in dem Zinsberechnungszeitraum eingeschlossenen Tag unmittelbar folgt;

"T₁" ist der erste Tag des Zinsberechnungszeitraums, ausgedrückt als Zahl, es sei denn, diese Zahl wäre 31, in welchem Fall T₁ gleich 30 ist; und

"T₂" ist der Tag, ausgedrückt als Zahl, der auf den letzten in dem Zinsberechnungszeitraum eingeschlossenen Tag unmittelbar folgt, es sei denn, diese Zahl wäre 31, in welchem Fall T₂ gleich 30 ist.]

§ 4

ZAHLUNGEN

- (1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden § 4(2) an das Clearing System oder dessen Order zur Weiterleitung an die Gläubiger oder zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von § 4(2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten. Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von § 4(2) an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).
- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.
- (3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Zahltag**" einen Tag (außer einem Samstag oder Sonntag), an dem das Clearing System geöffnet ist,

Bei nicht auf EUR
lautenden

[und an dem Geschäftsbanken und Devisenmärkte in **[relevante(s)]**

Schuldverschreibungen, ist folgendes anwendbar

Finanzzentrum(en)] Zahlungen abwickeln [.]und]

Bei auf EUR lautenden Schuldverschreibungen, ist folgendes anwendbar

[und an dem alle betroffenen Bereiche des real-time gross settlement system des Eurosystems oder dessen Nachfolger oder Ersatzsystem ("T2") offen sind, um Zahlungen abzuwickeln.]

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den Vorzeitigen Rückzahlungsbetrag; **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzahlen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call);] **[falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put);] **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zurückzahlen, ist Folgendes anwendbar:** den Ereignis-Wahl-Rückzahlungsbetrag;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf Schuldverschreibungen schließen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren Zusätzlichen Beträge ein.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar:** bzw. der Garantin] ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar:** bzw. die Garantin].

§ 5 RÜCKZAHLUNG

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

Im Fall von Schuldverschreibungen, die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § [12][13] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3(1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der

[_____] [_____]

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach § 5[(4)] verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12][13] bekannt zu geben. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
 - (iii) den Rückzahlungstag, der nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
 - (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzuzahlen, ist Folgendes anwendbar

[[4)] *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen jederzeit insgesamt oder teilweise (jeweils ein "**Wahl-Rückzahlungstag (Call)**") zum vorzeitigen Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach § 5[(5)] verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12][13] bekannt zu geben. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in

Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist Folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

Falls der Gläubiger das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegtem/n Wahlrückzahlungsbetrag/-beträgen (Put) zu kündigen, ist folgendes anwendbar

[[5)] Vorzeitige Rückzahlung nach Wahl des Gläubigers.

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

| | |
|----------------------------------|--|
| Wahl-Rückzahlungstag(e) (Put) | Wahl-Rückzahlungsbetrag/beträge (Put) |
| [Wahl-Rückzahlungstag(e)] | [Wahl-Rückzahlungsbetrag/beträge] |
| [_____] | [_____] |
| [_____] | [_____] |

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.

- (b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle des Fiscal Agent eine schriftliche Mitteilung zur vorzeitigen Rückzahlung ("**Ausübungserklärung**"), zu schicken. Falls die Ausübungserklärung am **[Mindestkündigungsfrist]** Tag vor dem Wahl-Rückzahlungstag (Put) nach 17:00 Uhr Frankfurter Zeit eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummer dieser Schuldverschreibungen (soweit vergeben) **[Im Fall der Verwahrung der Globalurkunde durch CBF ist folgendes anwendbar:** und (iii) Kontaktdaten sowie eine Kontoverbindung]. Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent und der Zahlstelle[n] in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzuzahlen, ist Folgendes

[[6)] Vorzeitiger Rückzahlungsbetrag.

[Für die Zwecke dieses § 5[[6)] entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung (i) dem Rückzahlungsbetrag oder (ii), falls höher, dem abgezinnten Marktwert der Schuldverschreibung. Der abgezinnte Marktwert einer Schuldverschreibung wird von der Berechnungsstelle errechnet und entspricht (A) der Summe der Barwerte der auf die Schuldverschreibungen noch ausstehenden Zahlungen an Kapital und Zinsen (ausschließlich der bis zum vorzeitigen Rückzahlungstag aufgelaufenen Zinsen), diskontiert zum vorzeitigen Rückzahlungstag auf

anwendbar

jährlicher Basis (unter Zugrundelegung der tatsächlich verstrichenen Tage, geteilt durch 365 bzw. 366) unter Anwendung des Referenzsatzes (wie nachstehend definiert), zzgl. **[Diskontierungsrate]**%, zzgl. (B) der jeweils bis zum vorzeitigen Rückzahlungstag aufgelaufenen Zinsen. Der vorzeitige Rückzahlungsbetrag wird von der Berechnungsstelle berechnet und ist den Gläubigern gemäß § [12][13] und der Emissionsstelle mitzuteilen.

"Referenzsatz" bezeichnet in Bezug auf einen vorzeitigen Rückzahlungstag, die auf der Bildschirmseite angezeigte, von der Berechnungsstelle ermittelte mittlere jährliche Restlaufzeitrendite der **[Name der Referenzschuldverschreibung inklusive Wertpapierkennnummer]** mit Fälligkeit am **[Fälligkeitsdatum der Referenzschuldverschreibung]** oder, falls diese Schuldverschreibung zurückgezahlt wurde, eines vergleichbaren, von der Berechnungsstelle nach billigem Ermessen bestimmten Wertpapiers, um 11:00 Uhr (Frankfurter Zeit) am neunten Zahltag in Frankfurt vor dem vorzeitigen Rückzahlungstag. Die Berechnungsstelle hat der Emittentin den Referenzsatz schriftlich mitzuteilen. "**Bildschirmseite**" bezeichnet **[Bildschirmseite]** oder jede Nachfolgeside gegen **[Zeit im relevanten Finanzzentrum].**

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei geringem ausstehendem Gesamtnennbetrag vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzuzahlen, ist Folgendes anwendbar

[(7) *Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Gesamtnennbetrag.* Die Emittentin ist berechtigt, die ausstehenden Schuldverschreibungen (mit Ausnahme solcher, die unmittelbar aus einer Rückzahlung von einigen, aber nicht allen Schuldverschreibungen zum abgezinnten Marktwert nach Wahl der Emittentin gemäß § 5[(6)], sofern anwendbar, folgen) (insgesamt, jedoch nicht nur teilweise) durch Mitteilung an die Gläubiger gemäß § [12][13] unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Kalendertagen mit Wirkung zu jedem Zinszahlungstag zu kündigen, wenn zu irgendeinem Zeitpunkt der Gesamtnennbetrag der ausstehenden Schuldverschreibungen auf 25 % oder weniger des Gesamtnennbetrags der Schuldverschreibungen dieser Serie, die ursprünglich ausgegeben wurden (einschließlich Schuldverschreibungen, die gemäß § [11][12](1) zusätzlich begeben worden sind), fällt. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem für die Rückzahlung festgesetzten Zinszahlungstag zu dem Rückzahlungsbetrag zurückzuzahlen.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zum Ereignis-Wahlrückzahlungsbetrag zurückzuzahlen, ist Folgendes anwendbar

[(8) *Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung.*

(a) Die Emittentin ist berechtigt, die ausstehenden Schuldverschreibungen (insgesamt, jedoch nicht nur teilweise) jederzeit innerhalb der Transaktionskündigungsfrist durch eine Transaktions-Mitteilung an die Gläubiger gemäß § [12][13] unter Einhaltung einer Frist von nicht weniger als **[fünf] [andere Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** Tagen mit Wirkung zu dem in der Mitteilung für die Rückzahlung festgesetzten Tag zu kündigen. Wenn die Emittentin ihr Rückzahlungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Bekanntmachung für die Rückzahlung festgelegten Tag zu ihrem Ereignis-Wahl-Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zu dem für die Rückzahlung festgelegten Tag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

"**Ereignis-Wahl-Rückzahlungsbetrag**" bezeichnet **[Ereignis-Wahl-Rückzahlungsbetrag]**.

"**Transaktions-Mitteilung**" bezeichnet eine Mitteilung innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen. Die Emittentin kann

auf ihr Recht zur vorzeitigen Kündigung der Schuldverschreibungen nach Eintritt eines der oben bezeichneten Ereignisse durch Bekanntmachung gemäß § [12][13] verzichten.

"Transaktionskündigungsfrist" bezeichnet den Zeitraum ab dem **[Begebungstag]** bis zum **[Datum Ende des Zeitraums]** (einschließlich).

"Transaktion" bezeichnet **[Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden]**.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach § 5[(5)] verlangt hat.]

- (b) Eine solche Kündigung ist unwiderruflich. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen und deren Wertpapier-Kennnummern; und
 - (ii) den Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Transaktions-Mitteilung durch die Emittentin gegenüber den Gläubigern liegen darf.]

§ 6

DER FISCAL AGENT UND DIE ZAHLSTELLE [UND DIE BERECHNUNGSSTELLE]

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent und die anfänglich bestellte Zahlstelle [und die anfänglich bestellte Berechnungsstelle] und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent und: Deutsche Bank Aktiengesellschaft
Zahlstelle Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzahlen, ist Folgendes anwendbar

[Berechnungsstelle:

Die Emittentin wird eine angesehene Institution mit gutem Ruf auf den Finanzmärkten ernennen, um den vorzeitigen Rückzahlungsbetrag (Call) gemäß § 5[(4)] zu berechnen.]

Der Fiscal Agent, die Zahlstelle [und die Berechnungsstelle] behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Staat zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder der Zahlstelle [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in U.S. Dollar ist Folgendes anwendbar:**, (ii) falls Zahlungen bei den oder durch die Geschäftsstellen der Zahlstelle außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S. Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City] **[Falls eine Berechnungsstelle bestellt werden soll, ist folgendes anwendbar:** und [(iii)]

eine -Berechnungsstelle] unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Anleihegläubiger hierüber gemäß § [12][13] vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien und Hoheitsgebieten (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent, die Zahlstelle [und die Berechnungsstelle] handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Im Fall von
Schuldverschrei-
bungen, die von der
Robert Bosch
GmbH begeben
werden, ist
folgendes
anwendbar

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären. Die seit dem 1. Januar 1993 in der Bundesrepublik Deutschland geltende Zinsabschlagsteuer (seit dem 1. Januar 2009: Kapitalertragsteuer) und der seit dem 1. Januar 1995 darauf erhobene Solidaritätszuschlag ebenso wie entsprechende Nachfolgeregelungen stellen keine zusätzlichen Beträge im oben genannten Sinn dar. Die Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder
- (d) zahlbar wären, wenn die Schuldverschreibungen einer bestimmten Zahlstelle zur Zahlung vorgelegt werden, obwohl sie einer anderen Zahlstelle hätten vorgelegt werden können und in diesem Fall ein Einbehalt oder Abzug nicht erfolgt wäre; oder
- (e) deren Einbehalt oder Abzug ein Gläubiger oder ein in dessen Namen handelnder Dritter rechtmäßig vermeiden könnte (ihn aber nicht vermieden hat), indem er die gesetzlichen Vorschriften beachtet

(insbesondere die einschlägigen Berichts- und Nachweispflichten bezüglich der Staatsangehörigkeit, des Wohnsitzes oder der Identität des Gläubigers) oder sicherstellt, dass jeder im Namen des Gläubigers handelnde Dritte die gesetzlichen Vorschriften beachtet, oder indem er eine Nichtansässigkeitserklärung abgibt oder den Dritten veranlasst, eine solche Erklärung abzugeben oder einen anderen Steuerbefreiungsanspruch gegenüber den Steuerbehörden geltend macht; oder

- (f) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind.]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen oder unter der Garantie zu zahlenden Beträge sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: den Niederlanden oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: den Vereinigten Staaten oder]** der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in den Niederlanden oder der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären. Die seit dem 1. Januar 1993 in der Bundesrepublik Deutschland geltende Zinsabschlagsteuer (seit dem 1. Januar 2009: Kapitalertragsteuer) und der seit dem 1. Januar 1995 darauf erhobene Solidaritätszuschlag ebenso wie entsprechende Nachfolgeregelungen stellen keine zusätzlichen Beträge im oben genannten Sinn dar. Die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: den Niederlanden oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: den Vereinigten Staaten oder]** der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: den Niederlanden oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: den Vereinigten Staaten oder]** der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen

Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder

- (d) zahlbar wären, wenn die Schuldverschreibungen einer bestimmten Zahlstelle zur Zahlung vorgelegt werden, obwohl sie einer anderen Zahlstelle hätten vorgelegt werden können und in diesem Fall ein Einbehalt oder Abzug nicht erfolgt wäre; oder
- (e) deren Einbehalt oder Abzug ein Gläubiger oder ein in dessen Namen handelnder Dritter rechtmäßig vermeiden könnte (ihn aber nicht vermieden hat), indem er die gesetzlichen Vorschriften beachtet (insbesondere die einschlägigen Berichts- und Nachweispflichten bezüglich der Staatsangehörigkeit, des Wohnsitzes oder der Identität des Gläubigers) oder sicherstellt, dass jeder im Namen des Gläubigers handelnde Dritte die gesetzlichen Vorschriften beachtet, oder indem er eine Nichtansässigkeitserklärung abgibt oder den Dritten veranlasst, eine solche Erklärung abzugeben oder einen anderen Steuerbefreiungsanspruch gegenüber den Steuerbehörden geltend macht; oder
- (f) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen:** die Niederlande oder] **[im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen:** die Vereinigten Staaten oder] die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen:

- (g) aufgrund der Anwendung des niederländischen Quellensteuergesetzes 2021 (*Wet bronbelasting 2021*) auferlegt, abgezogen oder einbehalten werden.]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen:

- (g) von den Vereinigten Staaten aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreiung von der Einkommensbesteuerung (einschließlich der Vorlage des einschlägigen IRS Formulars W-8 oder W-9) zu erwirken oder (ii) gegenwärtig oder in der Vergangenheit den Status (v) eines passiven Anlageunternehmens (*passive investment company*) im Hinblick auf die Vereinigten Staaten, also eines Unternehmens, das Erträge bündelt, um Einkommenssteuern in den USA (*United States Federal income tax*) zu vermeiden; (w) eines im Hinblick auf die USA beherrschten ausländischen Unternehmens (*controlled foreign corporation*), das durch Aktienbesitz mit der Emittentin verbunden ist, (x) einer privaten Stiftung oder sonstigen steuerbefreiten Körperschaft (*private foundation or other tax-exempt organisation*) im Hinblick auf die USA; (y) eines "10 % Anteilinhabers" im Sinne des Paragraphen 871(h)(3)(B) oder 881(c)(3)(B) des Internal Revenue Code im Hinblick auf die Emittentin; oder (z) einer – 119 -Zinsen erhaltenden Bank im Sinne von Paragraph 881(c)(3)(A) des Internal Revenue Code innehat oder hatte.]

§ 8 VORLEGUNGSFRIST

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

§ 9 KÜNDIGUNG

Im Fall von Schuldverschreibungen, die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag (wie in § 5(1) definiert), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat, oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2(2) definiert) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung der betreffenden Bedingungen dieser Kapitalmarktverbindlichkeit, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 50.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer sonstigen Gewährleistung, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer sonstigen Gewährleistung nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser sonstigen Gewährleistung nachkommt, oder
- (d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder
- (f) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) in der Bundesrepublik Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin daran gehindert wird, die von ihr gemäß diesen Bedingungen übernommenen Zahlungsverpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des § 9(1)(b) oder (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9(1)(a) oder in § 9(1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 10% des Gesamtnennbetrags der zu diesem Zeitpunkt noch insgesamt ausstehenden

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem § 9(1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [13][14][4] definiert) oder auf andere geeignete Weise erbracht werden.]

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5(1) definiert), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls

- (a) Die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat, oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2(2) definiert) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung der betreffenden Bedingungen dieser Kapitalmarktverbindlichkeit, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 50.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer sonstigen Gewährleistung, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer sonstigen Gewährleistung nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser sonstigen Gewährleistung nachkommt, oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin oder die Garantin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder
- (f) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) die Garantie aus irgendeinem Grund nicht mehr gemäß ihren Bedingungen uneingeschränkt wirksam ist, es sei denn, dies beruht auf diesen Emissionsbedingungen oder den Bestimmungen der Garantie, die

die Freigabe der Garantie regeln, oder der vollständigen Erfüllung aller diesbezüglichen Verpflichtungen, oder aus anderen Gründen als in ihren Bedingungen festgelegt für unwirksam oder undurchsetzbar erklärt wird, oder die Garantin eine ihrer Verpflichtungen aus der Garantie oder aus den Emissionsbedingungen zurückweist, leugnet oder ablehnt, oder

- (h) in dem Land, in dem die Emittentin oder die Garantin ihren Sitz hat, irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin oder die Garantin daran gehindert wird, die von ihr gemäß diesen Bedingungen bzw. dieser Garantie übernommenen Zahlungsverpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des § 9(1)(b) oder (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9(1)(a) oder in § 9(1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 10% des Gesamtnennbetrags der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem § 9(1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [13][14][4] definiert) oder auf andere geeignete Weise erbracht werden.]

§ 10 ERSETZUNG

Im Fall von Schuldverschreibungen, die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger entweder die Garantin oder ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:]

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

Im Fall von Schuldverschreibungen, die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger als Folge der Ersetzung auferlegt werden;
- [(d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie des Debt Issuance Program (das "**Programm**") der Emittentin (auf die die unten in § 11 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden) auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

- [(d) sichergestellt ist, dass sich die Verpflichtungen der Garantin, falls sie nicht selbst die Nachfolgeschuldnerin ist, aus der Garantie des Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]
- (e) dem Fiscal Agent jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "*verbundenes Unternehmen*" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § [12][13] bekanntzumachen.

(3) *Ermächtigung der Emittentin*. Im Fall einer solchen Ersetzung ist die Emittentin ermächtigt, die die Schuldverschreibungen verbriefende Globalurkunde und diese Anleihebedingungen ohne Zustimmung der Gläubiger in dem notwendigen Umfang zu ändern, um die sich aus der Ersetzung ergebenden Änderungen widerzuspiegeln. Eine entsprechend angepasste, die Schuldverschreibungen verbriefende Globalurkunde und Anleihebedingungen (die die Änderungen kenntlich machen) werden beim Clearing System hinterlegt.

Falls die Schuldverschreibungen Beschlüsse der Gläubiger vorsehen, ist folgendes anwendbar

**[§ 11
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER
[Im Falle von Schuldverschreibungen, die von Robert Bosch Finance LLC
oder Robert Bosch Investment Nederland B.V. begeben werden, ist
folgendes anwendbar;], ÄNDERUNG DER GARANTIE]**

(1) *Änderung der Anleihebedingungen*. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen in der geänderten Fassung (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse*. Die Gläubiger entscheiden mit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3 Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlüsse der Gläubiger.* Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 und §§ 5 ff. SchVG oder einer Gläubigerversammlung nach §§ 5 ff. SchVG gefasst.

(4) *Leitung der Abstimmung ohne Versammlung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, von dem gemeinsamen Vertreter der Gläubiger geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

[Falls kein gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, ist folgendes anwendbar: Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

[Im Fall der Bestellung des gemeinsamen Vertreters in den Anleihebedingungen, ist folgendes anwendbar: Gemeinsamer Vertreter ist [•]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Verfahrensrechtliche Bestimmungen über Gläubigerbeschlüsse in einer Gläubigerversammlung.*

(a) *Frist, Anmeldung, Nachweis.*

(i) Die Gläubigerversammlung ("**Gläubigerversammlung**") ist mindestens 14 Tage vor dem Tag der Versammlung einzuberufen.

(ii) Sieht die Einberufung ("**Einberufung**") vor, dass die Teilnahme an der Gläubigerversammlung oder die Ausübung der Stimmrechte davon abhängig ist, dass sich die Gläubiger vor der Versammlung anmelden, so tritt für die Berechnung der Einberufungsfrist an die Stelle des Tages der Versammlung der Tag, bis zu dessen Ablauf sich die Gläubiger vor der Versammlung anmelden müssen. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen.

(iii) Die Einberufung kann vorsehen, wie die Berechtigung zur Teilnahme an der Gläubigerversammlung nachzuweisen ist. Sofern die Einberufung nichts anderes bestimmt, berechtigt ein von einem durch die Emittentin zu ernennenden Beauftragten ausgestellter Stimmzettel seinen Inhaber zur Teilnahme an und zur Stimmabgabe in der Gläubigerversammlung. Der Stimmzettel kann vom Gläubiger bezogen werden, indem er mindestens sechs Tage vor der für die Gläubigerversammlung bestimmten Zeit (a) seine Schuldverschreibungen bei einem durch die Emittentin zu ernennenden Beauftragten oder gemäß einer Weisung dieses Beauftragten hinterlegt hat oder (b) seine Schuldverschreibungen bei einer Depotbank in Übereinstimmung mit deren Verfahrensregeln

gesperrt sowie einen Nachweis über die Inhaberschaft und Sperrung der Schuldverschreibungen an den Beauftragten der Emittentin geliefert hat. Die Einberufung kann auch die Erbringung eines Identitätsnachweises der ein Stimmrecht ausübenden Person vorsehen.

(b) *Inhalt der Einberufung, Bekanntmachung.*

- (i) In der Einberufung (die "**Einberufung**") müssen die Firma, der Sitz der Emittentin, die Zeit und der Ort der Gläubigerversammlung sowie die Bedingungen angegeben werden, von denen die Teilnahme an der Gläubigerversammlung und die Ausübung des Stimmrechts abhängen, einschließlich der in Absatz (a)(ii) und (iii) genannten Voraussetzungen.
- (ii) Die Einberufung ist unverzüglich im Bundesanzeiger sowie zusätzlich gemäß § [12][13] öffentlich bekannt zu machen. Die Kosten der Bekanntmachung hat die Emittentin zu tragen.
- (iii) Von dem Tag an, an dem die Gläubigerversammlung einberufen wurde, bis zum Tag der Gläubigerversammlung wird die Emittentin auf ihrer Internetseite den Gläubigern die Einberufung und die exakten Bedingungen für die Teilnahme an der Gläubigerversammlung und die Ausübung von Stimmrechten zur Verfügung stellen.

(c) *Auskunftspflicht, Abstimmung.*

- (i) Die Emittentin hat jedem Gläubiger auf Verlangen in der Gläubigerversammlung Auskunft zu erteilen, soweit sie zur sachgemäßen Beurteilung eines Gegenstands der Tagesordnung oder eines Vorschlags zur Beschlussfassung erforderlich ist.
- (ii) Auf die Abgabe und die Auszählung der Stimmen sind die Vorschriften des Aktiengesetzes über die Abstimmung der Aktionäre in der Hauptversammlung entsprechend anzuwenden, soweit nicht in der Einberufung etwas anderes vorgesehen ist.

(d) *Bekanntmachung von Beschlüssen.*

- (i) Die Emittentin hat die Beschlüsse der Gläubiger auf ihre Kosten in geeigneter Form öffentlich bekannt zu machen. Hat die Emittentin ihren Sitz in der Bundesrepublik Deutschland, so sind die Beschlüsse unverzüglich im Bundesanzeiger sowie zusätzlich gemäß § [12][13] zu veröffentlichen; die nach § 50 Absatz 1 des Wertpapierhandelsgesetzes vorgeschriebene Veröffentlichung ist jedoch ausreichend.
- (ii) Außerdem hat die Emittentin die Beschlüsse der Gläubiger sowie, wenn ein Gläubigerbeschluss die Anleihebedingungen ändert, den Wortlaut der ursprünglichen Anleihebedingungen vom Tag nach der Gläubigerversammlung an für die Dauer von mindestens einem Monat im Internet unter ihrer Adresse der Öffentlichkeit zugänglich zu machen.

(e) *Abstimmung ohne Versammlung.*

In der Aufforderung zur Stimmabgabe ist der Zeitraum anzugeben, innerhalb dessen die Stimmen abgegeben werden können. Er beträgt mindestens 72 Stunden. Während des Abstimmungszeitraums können die Gläubiger ihre Stimme gegenüber dem Abstimmungsleiter in Textform abgeben. In der Aufforderung können auch andere Formen der Stimmabgabe vorgesehen werden. In der Aufforderung muss im Einzelnen angegeben werden, welche Voraussetzungen erfüllt sein müssen, damit die Stimmen gezählt werden.]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(8) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der Robert Bosch GmbH Anwendung.]

§ [11][12]

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wieder begeben oder wiederverkauft werden.

§ [12][13]

MITTEILUNGEN

Im Fall von Schuldverschreibungen, die zum Handel EuroMTF der Luxemburger Börse zugelassen werden, ist folgendes anwendbar

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.luxse.com). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

[(2) *Mitteilungen an das Clearing System.* Solange die Schuldverschreibungen zum Handel am regulierten Markt der Luxemburger Börse zugelassen sind, findet § [12][13](1) Anwendung. Im Fall von Mitteilungen bezüglich des Zinssatzes, oder falls die Vorschriften der Luxemburger Börse es zulassen, ist die Emittentin berechtigt, eine Veröffentlichung nach vorstehendem § [12][13](1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist folgendes anwendbar

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und dem Nachweis seiner Inhaberschaft gemäß § [13][14][(4)] an den Fiscal Agent geleitet werden. Eine solche Mitteilung kann von einem Gläubiger an den Fiscal Agent über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ [13][14]
ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE
GELTENDMACHUNG

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

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.

[(3) *Ernennung eines Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Bundesrepublik Deutschland, zu ihrer Zustellungsbevollmächtigten in Deutschland.]

Im Fall von
Schuldverschreibungen, die von der
Robert Bosch Investment
Nederland B.V.
oder der Robert Bosch Finance LLC
begeben werden,
ist folgendes
anwendbar

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

§ [14][15]
SPRACHE

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

OPTION II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung

ANLEIHEBEDINGUNGEN

(Deutsche Fassung)

§ 1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der [Robert Bosch GmbH] [Robert Bosch Investment Nederland B.V.] [Robert Bosch Finance LLC] ([**Robert Bosch GmbH**] [**Robert Bosch Investment Nederland B.V.**] [**Robert Bosch Finance LLC**] oder die "**Emittentin**") wird in [**festgelegte Währung**] (die "**festgelegte Währung**") im Gesamtnennbetrag [**Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar:** (vorbehaltlich § 1(4))] von [**Gesamtnennbetrag**] (in Worten: [**Gesamtnennbetrag in Worten**]) in einer Stückelung von [**festgelegte Stückelung**]¹ (die "**festgelegte Stückelung**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der nicht mehr als 40 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem § 1(3)(b) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6(2) definiert) geliefert werden.]

Im Fall von Schuldverschreibungen, die nicht von der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

¹ Die Mindeststückelung der Schuldverschreibungen beträgt EUR 100.000, bzw. falls die Schuldverschreibungen in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen dem Gegenwert von wenigstens EUR 100.000 entspricht.

Im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(3) Dauerglobalurkunde.

Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft, die für Zwecke der Bundeseinkommenssteuer der Vereinigten Staaten als Namenspapier betrachtet wird. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Bruchteileigentumsansprüche an jeder Dauerglobalurkunde werden in dem Register des jeweiligen Clearing Systems ausgewiesen, und die Übertragung von Eigentum erfolgt nur durch Buchung und Eintragung in das Register des jeweiligen Clearing Systems. Außer in begrenzten Fällen darf das Clearing System eine Dauerglobalurkunde nur an eine Nachfolgeverwahrstelle übertragen, und Bruchteileigentum an einer Dauerglobalurkunde ist nicht in eine Einzelurkunde austauschbar. Das jeweilige Clearing System muss CBF sein, es sei denn ein anderes Clearing System hat eine Vereinbarung über ein Erfassungssystem (*book-entry agreement*) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert. Zinszahlungen erfolgen auf diese von der Robert Bosch Finance LLC begebenen Schuldverschreibungen nur nach Lieferung der Bestätigung über das Nichtbestehen U.S.-amerikanischen wirtschaftlichen Eigentums gemäß U.S. Treas. Reg. § 1.871-14(c)(2) (grundsätzlich ein geeignetes IRS – 91 -Formular W-8) an die für die Einbehaltung zuständige Stelle (*withholding agent*.)]

(4) *Clearing System*. Jede die Schuldverschreibungen verbrieftende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. "**Clearing System**" bedeutet [**Bei mehr als einem Clearing System ist folgendes anwendbar:** jeweils] folgendes: [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**")] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Großherzogtum Luxemburg ("**CBL**")], Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien ("**Euroclear**"), CBL and Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**."] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist folgendes anwendbar

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

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

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine CGN ist, ist folgendes anwendbar

aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

[Die Schuldverschreibungen werden in Form einer *classical global note* ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG [Im Falle von Schuldverschreibungen, die von Robert Bosch Finance LLC oder Robert Bosch Investment Nederland B.V. begeben werden, ist folgendes anwendbar:; GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

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

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich solange Schuldverschreibungen ausstehen (jedoch nur bis zu dem Zeitpunkt, in dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang oder an solchen anderen Sicherheiten, die von einem internationalen angesehen unabhängigen Gutachter als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

"**Kapitalmarktverbindlichkeit**" bedeutet jede Verbindlichkeit aus der Aufnahme von Geldern, die in der Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft oder verkörpert ist und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, sowie jede sonstige Gewährleistung in Bezug auf eine solche Verbindlichkeit. Um Missverständnisse auszuschließen, eine Kapitalmarktverbindlichkeit umfasst nicht die Aufnahme von Geldern durch Kreditverträge und Schuldscheindarlehen.

Im Fall von Schuldverschreibungen die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(3) *Garantie und Negativverpflichtung der Garantin*. Die Robert Bosch GmbH ("**Robert Bosch GmbH**" oder die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen (jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie oben definiert) und keine Garantien oder

andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang oder an solchen anderen Sicherheiten, die von einem internationalen angesehen unabhängigen Gutachter als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen.]

§ 3 ZINSEN

[(1) *Zinszahlungstage.*

(a) Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag ab dem **[Verzinsungsbeginn]** (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

(b) "**Zinszahlungstag**" bedeutet

Im Fall von festgelegten Zinszahlungstagen ist folgendes anwendbar

[jeder **[festgelegte Zinszahlungstage]**.]

Im Fall von festgelegten Zinsperioden ist folgendes anwendbar

[(soweit diese Anleihebedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der **[Zahl]** **[Wochen]** **[Monate]** nach dem vorhergehenden Zinszahlungstag, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

Im Fall der modifizierten folgender Geschäftstag-Konvention ist folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

Im Fall der FRN (*Floating Rate Note – variable verzinsliche Schuldverschreibung*) - Konvention ist folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der **[Zahl]** Monate nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

Im Fall der folgender Geschäftstag-Konvention ist folgendes anwendbar

[auf den nachfolgenden Geschäftstag verschoben.]

(d) In diesem § 3 bezeichnet "**Geschäftstag**" einen Tag (außer einem Samstag oder Sonntag), an dem das Clearing System geöffnet ist

Bei nicht auf EUR lautenden Schuldverschreibungen, ist folgendes anwendbar

[und an dem Geschäftsbanken allgemein für Geschäfte in **[relevante(s) Finanzzentrum(en)]** geöffnet sind und Devisenmärkte in **[relevantes Finanzzentrum(en)]** Zahlungen abwickeln][.][und]

Bei auf EUR lautenden Schuldverschreibungen, ist folgendes anwendbar

[und an dem alle betroffenen Bereiche des real-time gross settlement system des Eurosystems oder dessen Nachfolger oder Ersatzsystem

("T2") offen sind, um Zahlungen abzuwickeln].

(2) *Zinssatz*. Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachstehend nichts Abweichendes bestimmt wird, von der Berechnungsstelle festgelegt und ist der Referenzsatz (wie nachstehend definiert) **[[zuzüglich] [abzüglich]** der Marge (wie nachstehend definiert)]. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigte Satz.

"**Referenzsatz**" bezeichnet den Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (EURIBOR).

"**Zinsperiode**" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"**Zinsfestlegungstag**" bezeichnet den zweiten T2 Geschäftstag vor Beginn der jeweiligen Zinsperiode. "**T2 Geschäftstag**" bezeichnet einen Tag, an dem alle betroffenen Bereiche des real-time gross settlement system des Eurosystems oder dessen Nachfolger oder Ersatzsystem ("**T2**") offen sind, um Zahlungen abzuwickeln.

[Die "**Marge**" beträgt **[•]** % *per annum*.]

"**Bildschirmseite**" bedeutet Refinitiv Bildschirmseite EURIBOR01 oder die jeweilige Nachfolgesite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiber von Informationen zum Zwecke der Anzeigen von Sätzen oder Preisen ernannt wurde, die dem betreffenden Referenzsatz vergleichbar sind.

Sollte zu der genannten Zeit an dem betreffenden Zinsfestlegungstag die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder kein Angebotssatz angezeigt werden, entspricht (vorbehaltlich § 3[8]) der Zinssatz an dem Zinsfestlegungstag dem Zinssatz, wie er auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestlegungstag angezeigt worden ist, an dem ein solcher Zinssatz auf der Bildschirmseite angezeigt wurde **[[zuzüglich][abzüglich]** der Marge]].

Falls ein Mindest- und/oder Höchstzinssatz gilt, ist folgendes anwendbar

[(3) *[Mindest-] [und] [Höchst-] Zinssatz*.

[Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz]**, so ist der Zinssatz für diese Zinsperiode **[Mindestzinssatz]**.]

[Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz]**, so ist der Zinssatz für diese Zinsperiode **[Höchstzinssatz]**.]

[(4) *Zinsbetrag*. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in Bezug auf jede festgelegte Stückelung (der "**Zinsbetrag**") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (für Zinsberechnungszeiträume abweichend von einem Jahr und wie nachstehend definiert) auf jede festgelegte Stückelung angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(5) *Mitteilung von Zinssatz und Zinsbetrag*. Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der

Emittentin **[Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar: bzw. der Garantin]**sowie den Gläubigern gemäß § [12][13] baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden [T2] [Londoner] **[relevante(s) Finanzzentrum(en)]** Geschäftstag (wie in § 3(2) definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst nach der Bestimmung, aber keinesfalls später als am ersten Tag der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich geändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Gläubigern gemäß § [12][13] mitgeteilt.

[(6)] Verbindlichkeit der Festsetzungen. Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstelle und die Gläubiger bindend.

[(7)] Auflaufende Zinsen. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht am Fälligkeitstag, sondern erst mit der tatsächlichen Rückzahlung der Schuldverschreibungen. Der jeweils geltende Zinssatz ist der gesetzlich festgelegte Satz für Verzugszinsen².

[(8)] Ersatzrate.

- (a) Stellt die Emittentin (in Abstimmung mit der Berechnungsstelle) fest, dass vor oder an einem Zinsfestlegungstag ein Ersatzrate-Ereignis eingetreten ist oder eintreten wird, wird die Jeweilige Festlegende Stelle (wie nachstehend definiert) (i) die Ersatzrate, (ii) die etwaige Anpassungsspanne und (iii) die Ersatzrate-Anpassungen (wie jeweils in § 3[(8)](b)(aa) bis (cc) definiert) zur Bestimmung des Zinssatzes für die auf den Zinsfestlegungstag bezogene Zinsperiode und jede nachfolgende Zinsperiode (vorbehaltlich des nachfolgenden Eintretens etwaiger weiterer Ersatzrate-Ereignisse) festlegen und die Emittentin, sofern relevant, und mindestens fünf Geschäftstage vor dem betreffenden Zinsfestlegungstag die Berechnungsstelle und die Zahlstelle darüber informieren. Die Anleihebedingungen gelten mit Wirkung ab dem relevanten Zinsfestlegungstag (einschließlich) als durch die Ersatzrate-Anpassungen geändert (einschließlich einer etwaigen Änderung dieses Zinsfestlegungstags falls die Ersatzrate-Anpassungen dies so bestimmen). Der Zinssatz ist dann die Ersatzrate (wie nachstehend definiert) angepasst durch die etwaige Anpassungsspanne **[[zuzüglich] [abzüglich] der Marge** (wie vorstehend definiert)].

Die Emittentin wird den Gläubigern die Ersatzrate, die etwaige Anpassungsspanne und die Ersatzrate-Anpassungen unverzüglich nach einer solchen Festlegung gemäß § [12][13] mitteilen. Darüber hinaus wird die Emittentin **[das Clearing System] [die gemeinsame Verwahrstelle im Namen beider ICSDs]** auffordern, die Anleihebedingungen zu ergänzen, um die Ersatzrate-Anpassungen wiederzugeben, indem sie der Globalurkunde die durch sie

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

vorgelegten Dokumente in geeigneter Weise beifügt.

(b) *Definitionen.*

- (aa) **"Ersatzrate-Ereignis"** bezeichnet in Bezug auf den Referenzsatz eines der nachfolgenden Ereignisse:
- (i) der Referenzsatz wurde an zehn (10) aufeinanderfolgenden Geschäftstagen unmittelbar vor dem relevanten Zinsfestlegungstag nicht veröffentlicht; oder
 - (ii) der Eintritt des durch die für den Administrator des Referenzsatzes zuständigen Behörde öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, an dem der Referenzsatz den zugrundeliegenden Markt oder die zugrunde liegende wirtschaftliche Realität nicht mehr abbildet und von der für den Administrator des Referenzsatzes zuständigen Behörde keine Maßnahmen zur Behebung dieser Situation ergriffen wurden bzw. solche nicht erwartet werden; oder
 - (iii) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, an dem der Administrator (x) damit beginnen wird, den Referenzsatz in geordneter Weise abzuwickeln oder (y) die Bereitstellung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet hat oder beenden wird (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird); oder
 - (iv) der Eintritt des durch die für den Administrator des Referenzsatzes zuständigen Behörde, die Zentralbank für die festgelegte Währung, einen Insolvenzbeauftragten mit Zuständigkeit über den Administrator des Referenzsatzes, die Abwicklungsbehörde mit rechtlicher Zuständigkeit für den Administrator des Referenzsatzes, ein Gericht (rechtskräftige Entscheidung) oder eine Organisation mit ähnlicher insolvenz- oder abwicklungsrechtlicher Hoheit über den Administrator des Referenzsatzes (x) damit beginnen wird, den Referenzsatz in geordneter Weise abzuwickeln oder (y) öffentlich bekannt gegebenen Tages, an dem der Administrator des Referenzsatzes die Bereitstellung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet hat oder beenden wird (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird); oder
 - (v) der Eintritt des durch die für den Administrator des Referenzsatzes zuständigen Behörde öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, von dem an die Nutzung des Referenzsatzes allgemein verboten ist; oder
 - (vi) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, einer wesentlichen Änderung der Methode, mittels derer der Referenzsatz festgelegt wird; oder
 - (vii) die Veröffentlichung einer Mitteilung durch die Emittentin gemäß § [12][13] (1), dass die Verwendung des Referenzsatzes zur Berechnung des Zinssatzes für die Emittentin, die Berechnungsstelle oder eine Zahlstelle rechtswidrig geworden ist; oder

- (viii) die Europäische Kommission oder die zuständige nationale Behörde eines Mitgliedstaat haben einen oder mehrere Ersatz-Referenzwerte für einen Referenzsatz gemäß Art. 23b(2) und Art. 23c(1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden, in der geänderten Fassung ("**Referenzwerte-Verordnung**"), bestimmt.
- (bb) "**Ersatzrate**" bezeichnet eine öffentlich verfügbare Austausch-, Nachfolge-, Alternativ- oder andere Rate, welche entwickelt wurde, um durch Finanzinstrumente oder –kontrakte, einschließlich der Schuldverschreibungen, in Bezug genommen zu werden, um einen unter solchen Finanzinstrumenten oder –kontrakten zahlbaren Betrag zu bestimmen, einschließlich, aber nicht beschränkt auf, einen Zinsbetrag. Bei der Festlegung der Ersatzrate sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.
- (cc) "**Anpassungsspanne**" bezeichnet die Differenz (positiv oder negativ) oder eine Formel oder Methode zur Bestimmung einer solchen Differenz, welche nach Festlegung der Jeweiligen Festlegenden Stelle auf die Ersatzrate anzuwenden ist, um eine Verlagerung des wirtschaftlichen Wertes zwischen der Emittentin und den Gläubigern, die ohne diese Anpassung infolge der Ersetzung des Referenzsatzes durch die Ersatzrate entstehen würde (einschließlich aber nicht ausschließlich infolgedessen, dass die Ersatzrate eine risikofreie Rate ist), soweit sinnvollerweise möglich, zu reduzieren oder auszuschließen. Bei der Festlegung der Anpassungsspanne sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.
- (dd) "**Jeweilige Festlegende Stelle**" bezeichnet
- (i) die Emittentin, wenn die Ersatzrate ihrer Meinung nach offensichtlich ist und als solche ohne vernünftigen Zweifel durch einen Investor bestimmbar ist, soweit dieser hinsichtlich der jeweiligen Art von Inhaberschuldverschreibungen, wie beispielsweise diese Schuldverschreibungen, sachkundig ist; oder
 - (ii) andernfalls ein Unabhängiger Berater (wie nachfolgend definiert), der von der Emittentin zu wirtschaftlich angemessenen Bedingungen unter zumutbaren Bemühungen als ihr Beauftragter für die Vornahme dieser Festlegungen ernannt wird.
- (ee) "**Unabhängiger Berater**" bezeichnet ein unabhängiges, international angesehenes Finanzinstitut oder einen anderen unabhängigen Finanzberater mit entsprechender Erfahrung im internationalen Kapitalmarkt, der von der Emittentin beauftragt und bezahlt wird.
- (ff) "**Relevante Leitlinien**" bezeichnet (i) jede auf die Emittentin oder die Schuldverschreibungen anwendbare gesetzliche oder aufsichtsrechtliche Anforderung, oder, wenn es keine gibt, (ii) jede anwendbare Anforderung, Empfehlung oder Leitlinie der Relevanten Nominierungsstelle oder, wenn es keine gibt, (iii) jede relevante Empfehlung oder Leitlinie von Branchenvereinigungen (einschließlich ISDA), oder wenn es keine gibt, (iv) jede relevante Marktpraxis.
- (gg) "**Relevante Nominierungsstelle**" bezeichnet
- (i) die Zentralbank für die festgelegte Währung oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist; oder
 - (ii) die Europäische Kommission oder jede zuständige nationale Behörde eines Mitgliedstaates; oder

(iii) jede Arbeitsgruppe oder jeder Ausschuss, befürwortet, unterstützt oder einberufen durch oder unter dem Vorsitz von bzw. mitgeleitet durch (w) die Zentralbank für die festgelegte Währung, (x) eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist, (y) einer Gruppe der zuvor genannten Zentralbanken oder anderen Aufsichtsbehörden oder (z) den Finanzstabilitätsrat (*Financial Stability Board*) oder einem Teil davon.

(hh) "**Ersatzrate-Anpassungen**" bezeichnet solche Anpassungen der Anleihebedingungen, die als folgerichtig festgelegt werden, um die Funktion der Ersatzrate zu ermöglichen (wovon unter anderem Anpassungen der anwendbaren Geschäftstagekonvention, der Definition von Geschäftstag, des Zinsfestlegungstages, des Zinstagequotienten oder jeder Methode oder Definition, um die Ersatzrate zu erhalten oder zu berechnen, erfasst sein können). Bei der Festlegung der Ersatzrate-Anpassungen sind die Relevanten Leitlinien (wie vorstehend definiert) zu berücksichtigen.

(c) *Kündigung*. Können eine Ersatzrate, eine etwaige Anpassungsspanne oder die Ersatzrate-Anpassungen nicht gemäß § 3[(8)](a) und (b) bestimmt und der Berechnungsstelle und der Zahlstelle mitgeteilt werden, ist der Referenzsatz in Bezug auf den relevanten Zinsfestlegungstag der für die zuletzt vorangehende Zinsperiode bestimmte Referenzsatz. Die Emittentin wird die Berechnungsstelle mindestens fünf Geschäftstage vor dem betreffenden Zinsfestlegungstag entsprechend informieren. Infolgedessen kann die Emittentin die Schuldverschreibungen an jedem Geschäftstag vor dem jeweiligen nachfolgenden Zinsfestlegungstag jederzeit insgesamt, jedoch nicht teilweise, durch Mitteilung mit einer Kündigungsfrist von nicht weniger als 15 Tagen gemäß § [12][13] gegenüber den Gläubigern vorzeitig kündigen und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.

[(9)] *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

Im Fall von Actual/365 (Fixed) ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

Im Fall von Actual/360 ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

§ 4 ZAHLUNGEN

(1) (a) *Zahlungen auf Kapital*. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden § 4(2) an das Clearing System oder dessen Order zur Weiterleitung an die Gläubiger oder zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.

(b) *Zahlung von Zinsen*. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von § 4(2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten. Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von § 4(2) an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems, und zwar nach ordnungsgemäßer

Bescheinigung gemäß § 1(3)(b).

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

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

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Geschäftstag ist.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den Vorzeitigen Rückzahlungsbetrag; **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, ist Folgendes anwendbar: den Wahl-Rückzahlungsbetrag (Call);] [Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zurückzuzahlen, ist Folgendes anwendbar: den Ereignis-Wahl-Rückzahlungsbetrag;]** sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar: bzw. die Garantin]** ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar: bzw. die Garantin].**

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am **[in den Rückzahlungsmonat]** fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § [12][13] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung

Im Fall von
Schuldverschreibungen,
die von der Robert
Bosch GmbH begeben
werden, ist folgendes
anwendbar

wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3(1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

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

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(2) Vorzeitige Rückzahlung aus steuerlichen Gründen. Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § [12][13] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: oder der Niederlande] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: oder den Vereinigten Staaten]** oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3(1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen oder die Garantin vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

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

Eine solche Kündigung hat gemäß § [12][13] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegtem/n Wahlrückzahlungsbetrag/-beträgen (Call) zurückzuzahlen, ist folgendes anwendbar

[(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am **[Zahl]** Jahre nach dem Verzinsungsbeginn folgenden Zinszahlungstag und danach an jedem darauf folgenden Zinszahlungstag (jeder ein "**Wahl-Rückzahlungstag (Call)**") zum Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.
- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12][13] bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.])

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei geringem ausstehendem Gesamtnennbetrag vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzahlen, ist Folgendes anwendbar

- [(4) *Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Gesamtnennbetrag.* Die Emittentin ist berechtigt, die ausstehenden Schuldverschreibungen (insgesamt, jedoch nicht nur teilweise) durch Mitteilung an die Gläubiger gemäß § [12][13] unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Kalendertagen mit Wirkung zu jedem Zinszahlungstag zu kündigen, wenn zu irgendeinem Zeitpunkt der Gesamtnennbetrag der ausstehenden Schuldverschreibungen auf 25 % oder weniger des Gesamtnennbetrags der Schuldverschreibungen dieser Serie, die ursprünglich ausgegeben wurden (einschließlich Schuldverschreibungen, die gemäß § [11][12](1) zusätzlich begeben worden sind), fällt. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem für die Rückzahlung festgesetzten Zinszahlungstag zu ihrem Rückzahlungsbetrag zurückzahlen.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zum Ereignis-Wahlrückzahlungsbetrag zurückzahlen, ist Folgendes anwendbar

- [(5) *Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung.*
- (a) Die Emittentin ist berechtigt, die ausstehenden Schuldverschreibungen (insgesamt, jedoch nicht nur teilweise) jederzeit innerhalb der Transaktionskündigungsfrist durch eine Transaktions-Mitteilung an die Gläubiger gemäß § [12][13] unter Einhaltung einer Frist von nicht weniger als **[fünf] [andere Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** Tagen mit Wirkung zu dem in der Mitteilung für die Rückzahlung festgesetzten Tag zu kündigen. Wenn die Emittentin ihr Rückzahlungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Bekanntmachung für die Rückzahlung festgelegten Tag zu ihrem Ereignis-Wahl-Rückzahlungsbetrag (wie nachstehend definiert) zurückzahlen.

"Ereignis-Wahl-Rückzahlungsbetrag" bezeichnet **[Ereignis-Wahl-Rückzahlungsbetrag]**.

"Transaktions-Mitteilung" bezeichnet eine Mitteilung innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen. Die Emittentin kann auf ihr Recht zur vorzeitigen Kündigung der Schuldverschreibungen nach Eintritt eines der oben bezeichneten

Ereignisse durch Bekanntmachung gemäß § [12][13] verzichten.

"**Transaktionskündigungsfrist**" bezeichnet den Zeitraum ab dem **[Begebungstag]** bis zum **[Datum Ende des Zeitraums]** (einschließlich).

"**Transaktion**" bezeichnet **[Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden]**.

- (b) Eine solche Kündigung ist unwiderruflich. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen und deren Wertpapier-Kennnummern; und
 - (ii) den Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Transaktions-Mitteilung durch die Emittentin gegenüber den Gläubigern liegen darf.]

§ 6

DER FISCAL AGENT, DIE ZAHLSTELLE UND DIE BERECHNUNGSSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent, die anfänglich bestellte Zahlstelle und die anfänglich bestellte Berechnungsstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent und: Deutsche Bank Aktiengesellschaft
Zahlstelle Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

Berechnungsstelle: **[Name und bezeichnete Geschäftsstelle]**

Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Staat zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents, der Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und einen anderen Fiscal Agent, zusätzliche andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in US-Dollar ist folgendes anwendbar:**, (ii) falls Zahlungen bei den oder durch die Geschäftsstellen der Zahlstelle außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City] und [(iii)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § [12][13] vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien und Hoheitsgebieten (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den

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

§ 7 STEUERN

Im Fall von Schuldverschreibungen, die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären. Die seit dem 1. Januar 1993 in der Bundesrepublik Deutschland geltende Zinsabschlagsteuer (seit dem 1. Januar 2009: Kapitalertragsteuer) und der seit dem 1. Januar 1995 darauf erhobene Solidaritätszuschlag ebenso wie entsprechende Nachfolgeregelungen stellen keine zusätzlichen Beträge im oben genannten Sinn dar. Die Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder
- (d) zahlbar wären, wenn die Schuldverschreibungen einer bestimmten Zahlstelle zur Zahlung vorgelegt werden, obwohl sie einer anderen Zahlstelle hätten vorgelegt werden können und in diesem Fall ein Einbehalt oder Abzug nicht erfolgt wäre; oder
- (e) deren Einbehalt oder Abzug ein Gläubiger oder ein in dessen Namen handelnder Dritter rechtmäßig vermeiden könnte (ihn aber nicht vermieden hat), indem er die gesetzlichen Vorschriften beachtet (insbesondere die einschlägigen Berichts- und Nachweispflichten bezüglich der Staatsangehörigkeit, des Wohnsitzes oder der Identität des Gläubigers) oder sicherstellt, dass jeder im Namen des Gläubigers handelnde Dritte die gesetzlichen Vorschriften beachtet, oder indem er eine Nichtansässigkeitserklärung abgibt oder den Dritten veranlasst, eine solche Erklärung abzugeben oder einen anderen Steuerbefreiungsanspruch gegenüber den Steuerbehörden geltend macht; oder
- (f) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der

die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind.]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: den Niederlanden oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: den Vereinigten Staaten oder]** der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in den Niederlanden oder der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären. Die seit dem 1. Januar 1993 in der Bundesrepublik Deutschland geltende Zinsabschlagsteuer (seit dem 1. Januar 2009: Kapitalertragsteuer) und der seit dem 1. Januar 1995 darauf erhobene Solidaritätszuschlag ebenso wie entsprechende Nachfolgeregelungen stellen keine zusätzlichen Beträge im oben genannten Sinn dar. Die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: den Niederlanden oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: den Vereinigten Staaten oder]** der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: den Niederlanden oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: den Vereinigten Staaten oder]** der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder
- (d) zahlbar wären, wenn die Schuldverschreibungen einer bestimmten Zahlstelle zur Zahlung vorgelegt werden, obwohl sie einer anderen Zahlstelle hätten vorgelegt werden können und in diesem Fall ein Einbehalt oder Abzug nicht erfolgt wäre; oder

- (e) deren Einbehalt oder Abzug ein Gläubiger oder ein in dessen Namen handelnder Dritter rechtmäßig vermeiden könnte (ihn aber nicht vermieden hat), indem er die gesetzlichen Vorschriften beachtet (insbesondere die einschlägigen Berichts- und Nachweispflichten bezüglich der Staatsangehörigkeit, des Wohnsitzes oder der Identität des Gläubigers) oder sicherstellt, dass jeder im Namen des Gläubigers handelnde Dritte die gesetzlichen Vorschriften beachtet, oder indem er eine Nichtansässigkeitserklärung abgibt oder den Dritten veranlasst, eine solche Erklärung abzugeben oder einen anderen Steuerbefreiungsanspruch gegenüber den Steuerbehörden geltend macht; oder
- (f) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der **[im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen: die Niederlande oder] [im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen: die Vereinigten Staaten oder]** die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. begeben werden, einfügen:

- (g) aufgrund der Anwendung des niederländischen Quellensteuergesetzes 2021 (*Wet bronbelasting 2021*) auferlegt, abgezogen oder einbehalten werden.]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Finance LLC begeben werden, einfügen:

- (g) von den Vereinigten Staaten aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreiung von der Einkommensbesteuerung (einschließlich der Vorlage des einschlägigen IRS Formulars W-8 oder W-9) zu erwirken oder (ii) gegenwärtig oder in der Vergangenheit den Status (v) eines passiven Anlageunternehmens (*passive investment company*) im Hinblick auf die Vereinigten Staaten, also eines Unternehmens, das Erträge bündelt, um Einkommenssteuern in den USA (*United States Federal income tax*) zu vermeiden; (w) eines im Hinblick auf die USA beherrschten ausländischen Unternehmens (*controlled foreign corporation*), das durch Aktienbesitz mit der Emittentin verbunden ist, (x) einer privaten Stiftung oder sonstigen steuerbefreiten Körperschaft (*private foundation or other tax-exempt organisation*) im Hinblick auf die USA; (y) eines "10 % Anteilinhabers" im Sinne des Paragraphen 871(h)(3)(B) oder 881(c)(3)(B) des Internal Revenue Code im Hinblick auf die Emittentin; oder (z) einer – 119 – Zinsen erhaltenden Bank im Sinne von Paragraph 881(c)(3)(A) des Internal Revenue Code innehat oder hatte.]

§ 8

VORLEGUNGSFRIST

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

§ 9

KÜNDIGUNG

Im Fall von Schuldverschreibungen,

- (1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu

die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

ihrem Rückzahlungsbetrag (wie in § 5(1) definiert), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat, oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2(2) definiert) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung der betreffenden Bedingungen dieser Kapitalmarktverbindlichkeit, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 50.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer sonstigen Gewährleistung, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer sonstigen Gewährleistung nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser sonstigen Gewährleistung nachkommt, oder
- (d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder
- (f) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) in der Bundesrepublik Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin daran gehindert wird, die von ihr gemäß diesen Bedingungen übernommenen Zahlungsverpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des § 9(1)(b) oder (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9(1)(a) oder in § 9(1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 10% des Gesamtnennbetrags der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem § 9(1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [13][14][4] definiert) oder auf andere geeignete Weise erbracht werden.

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5(1) definiert), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls

- (a) Die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat, oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2(2) definiert) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung der betreffenden Bedingungen dieser Kapitalmarktverbindlichkeit, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 50.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer sonstigen Gewährleistung, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer sonstigen Gewährleistung nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser sonstigen Gewährleistung nachkommt, oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin oder die Garantin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder
- (f) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) die Garantie aus irgendeinem Grund nicht mehr gemäß ihren Bedingungen uneingeschränkt wirksam ist, es sei denn, dies beruht auf diesen Emissionsbedingungen oder den Bestimmungen der Garantie, die die Freigabe der Garantie regeln, oder der vollständigen Erfüllung aller diesbezüglichen Verpflichtungen, oder aus anderen Gründen als in ihren Bedingungen festgelegt für unwirksam oder undurchsetzbar erklärt wird, oder die Garantin eine ihrer Verpflichtungen aus der Garantie oder aus den Emissionsbedingungen zurückweist, leugnet oder ablehnt, oder
- (h) in dem Land, in dem die Emittentin oder die Garantin ihren Sitz hat, irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin oder die

Garantin daran gehindert wird, die von ihr gemäß diesen Bedingungen übernommenen Zahlungsverpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des § 9(1)(b) oder (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9(1)(a) oder in § 9(1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 10% des Gesamtnennbetrags der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem § 9(1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [13][14][(4)] definiert) oder auf andere geeignete Weise erbracht werden.]

§ 10 ERSETZUNG

Im Fall von Schuldverschreibungen die von der Robert Bosch GmbH begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger entweder die Garantin oder ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:]

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

Im Fall von Schuldverschreibungen, die von der Robert Bosch GmbH begeben

[(d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie des Debt Issuance Program (das "**Programm**") der Emittentin (auf die die unten in § 11 aufgeführten auf die

werden, ist folgendes anwendbar

Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden) auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder Robert Bosch Finance LLC begeben werden, ist folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Garantin, falls sie nicht selbst die Nachfolgeschuldnerin ist, aus der Garantie des Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

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

Für die Zwecke dieses § 10 bedeutet "*verbundenes Unternehmen*" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § [12][13] bekanntzumachen.

(3) *Ermächtigung der Emittentin*. Im Fall einer solchen Ersetzung ist die Emittentin ermächtigt, die die Schuldverschreibungen verbriefende Globalurkunde und diese Anleihebedingungen ohne Zustimmung der Gläubiger in dem notwendigen Umfang zu ändern, um die sich aus der Ersetzung ergebenden Änderungen widerzuspiegeln. Eine entsprechend angepasste, die Schuldverschreibungen verbriefende Globalurkunde und Anleihebedingungen (die die Änderungen kenntlich machen) werden beim Clearing System hinterlegt.

Falls die Schuldverschreibungen Beschlüsse der Gläubiger vorsehen, ist folgendes anwendbar

**[§ 11
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER
VERTRETER[Im Falle von Schuldverschreibungen, die von Robert
Bosch Finance LLC oder Robert Bosch Investment Nederland B.V.
begeben werden, ist folgendes anwendbar:; ÄNDERUNG DER
GARANTIE]**

(1) *Änderung der Anleihebedingungen*. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen in der geänderten Fassung (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in § 11(2) bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse*. Die Gläubiger entscheiden mit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3 Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlüsse der Gläubiger*. Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 und §§ 5 ff. SchVG oder einer Gläubigerversammlung nach §§ 5 ff. SchVG gefasst.

(4) *Leitung der Abstimmung ohne Versammlung*. Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, von dem gemeinsamen

Vertreter der Gläubiger geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

[Falls kein gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, ist folgendes anwendbar: Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

[Im Fall der Bestellung des gemeinsamen Vertreters in den Anleihebedingungen, ist folgendes anwendbar: Gemeinsamer Vertreter ist [●]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Verfahrensrechtliche Bestimmungen über Gläubigerbeschlüsse in einer Gläubigerversammlung.*

(a) *Frist, Anmeldung, Nachweis.*

- (i) Die Gläubigerversammlung ("**Gläubigerversammlung**") ist mindestens 14 Tage vor dem Tag der Versammlung einzuberufen.
- (ii) Sieht die Einberufung ("**Einberufung**") vor, dass die Teilnahme an der Gläubigerversammlung oder die Ausübung der Stimmrechte davon abhängig ist, dass sich die Gläubiger vor der Versammlung anmelden, so tritt für die Berechnung der Einberufungsfrist an die Stelle des Tages der Versammlung der Tag, bis zu dessen Ablauf sich die Gläubiger vor der Versammlung anmelden müssen. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen.
- (iii) Die Einberufung kann vorsehen, wie die Berechtigung zur Teilnahme an der Gläubigerversammlung nachzuweisen ist. Sofern die Einberufung nichts anderes bestimmt, berechtigt ein von einem durch die Emittentin zu ernennenden Beauftragten ausgestellter Stimmzettel seinen Inhaber zur Teilnahme an und zur Stimmabgabe in der Gläubigerversammlung. Der Stimmzettel kann vom Gläubiger bezogen werden, indem er mindestens sechs Tage vor der für die Gläubigerversammlung bestimmten Zeit (a) seine Schuldverschreibungen bei einem durch die Emittentin zu ernennenden Beauftragten oder gemäß einer Weisung dieses Beauftragten hinterlegt hat oder (b) seine Schuldverschreibungen bei einer Depotbank in Übereinstimmung mit deren Verfahrensregeln gesperrt sowie einen Nachweis über die Inhaberschaft und Sperrung der Schuldverschreibungen an den Beauftragten der Emittentin geliefert hat. Die Einberufung kann auch die Erbringung eines Identitätsnachweises der ein Stimmrecht ausübenden Person vorsehen.

(b) *Inhalt der Einberufung, Bekanntmachung.*

- (i) In der Einberufung (die "**Einberufung**") müssen die Firma, der Sitz der Emittentin, die Zeit und der Ort der Gläubigerversammlung sowie die Bedingungen angegeben werden, von denen die Teilnahme an der Gläubigerversammlung und die Ausübung des Stimmrechts abhängen, einschließlich der in Absatz (a)(ii) und (iii) genannten Voraussetzungen.
- (ii) Die Einberufung ist unverzüglich im Bundesanzeiger sowie zusätzlich gemäß § [12][13] öffentlich bekannt zu machen. Die Kosten der Bekanntmachung hat die Emittentin zu tragen.
- (iii) Von dem Tag an, an dem die Gläubigerversammlung einberufen wurde, bis zum Tag der Gläubigerversammlung wird die Emittentin auf ihrer Internetseite den Gläubigern die Einberufung und die exakten Bedingungen für die Teilnahme an der Gläubigerversammlung und die Ausübung von Stimmrechten zur Verfügung stellen.

(c) *Auskunftspflicht, Abstimmung.*

- (i) Die Emittentin hat jedem Gläubiger auf Verlangen in der Gläubigerversammlung Auskunft zu erteilen, soweit sie zur sachgemäßen Beurteilung eines Gegenstands der Tagesordnung oder eines Vorschlags zur Beschlussfassung erforderlich ist.
- (ii) Auf die Abgabe und die Auszählung der Stimmen sind die Vorschriften des Aktiengesetzes über die Abstimmung der Aktionäre in der Hauptversammlung entsprechend anzuwenden, soweit nicht in der Einberufung etwas anderes vorgesehen ist.

(d) *Bekanntmachung von Beschlüssen.*

- (i) Die Emittentin hat die Beschlüsse der Gläubiger auf ihre Kosten in geeigneter Form öffentlich bekannt zu machen. Hat die Emittentin ihren Sitz in der Bundesrepublik Deutschland, so sind die Beschlüsse unverzüglich im Bundesanzeiger sowie zusätzlich gemäß § [12][13] zu veröffentlichen; die nach § 50 Absatz 1 des Wertpapierhandelsgesetzes vorgeschriebene Veröffentlichung ist jedoch ausreichend.
- (ii) Außerdem hat die Emittentin die Beschlüsse der Gläubiger sowie, wenn ein Gläubigerbeschluss die Anleihebedingungen ändert, den Wortlaut der ursprünglichen Anleihebedingungen vom Tag nach der Gläubigerversammlung an für die Dauer von mindestens einem Monat im Internet unter ihrer Adresse der Öffentlichkeit zugänglich zu machen.

(e) *Abstimmung ohne Versammlung.*

In der Aufforderung zur Stimmabgabe ist der Zeitraum anzugeben, innerhalb dessen die Stimmen abgegeben werden können. Er beträgt mindestens 72 Stunden. Während des Abstimmungszeitraums können die Gläubiger ihre Stimme gegenüber dem Abstimmungsleiter in Textform abgeben. In der Aufforderung können auch andere Formen der Stimmabgabe vorgesehen werden. In der Aufforderung muss im Einzelnen angegeben werden, welche Voraussetzungen erfüllt sein müssen, damit die Stimmen gezählt werden.]

Im Fall von Schuldverschreibungen, die von der Robert Bosch Investment Nederland B.V. oder der Robert Bosch Finance LLC begeben werden, ist folgendes anwenbar

[(8) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der Robert Bosch GmbH Anwendung.]

§ [11][12]

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wieder begeben oder wiederverkauft werden.

§ [12][13]

MITTEILUNGEN

Im Fall von Schuldverschreibungen, die zum Handel EuroMTF der Luxemburger Börse zugelassen werden, ist folgendes anwendbar

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.luxse.com). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

[(2) *Mitteilungen an das Clearing System.* Solange die Schuldverschreibungen zum Handel am regulierten Markt der Luxemburger Börse zugelassen sind, findet § [12][13](1) Anwendung. Im Fall von Mitteilungen bezüglich des Zinssatzes, oder falls die Vorschriften der Luxemburger Börse es zulassen, ist die Emittentin berechtigt, eine Veröffentlichung nach vorstehendem § [12][13](1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist folgendes anwendbar

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und dem Nachweis seiner Inhaberschaft gemäß § [13][14][(4)] an den Fiscal Agent geleitet werden. Eine solche Mitteilung kann von einem Gläubiger an den Fiscal Agent über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ [13][14]
ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE
GELTENDMACHUNG

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

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.

Im Fall von
Schuldverschreibungen,
die von der Robert
Bosch Investment
Nederland B.V. oder der
Robert Bosch Finance
LLC begeben werden,
ist folgendes anwendbar

[[3) *Ernennung eines Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Bundesrepublik Deutschland, zu ihrer Zustellungsbevollmächtigten in Deutschland.]

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

§ [14][15]
SPRACHE

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

GARANTIE

der

Robert Bosch GmbH, Stuttgart, Bundesrepublik Deutschland, zu Gunsten der Gläubiger von Schuldverschreibungen (die "Schuldverschreibungen"), die von der Robert Bosch Investment Nederland B.V., Boxtel, Niederlande und Robert Bosch Finance LLC, State of Delaware, Vereinigte Staaten von Amerika, im Rahmen des EUR 12.500.000.000 Debt Issuance Program (das "Programm") begeben werden

PRÄAMBEL

- (A) Die Robert Bosch Gesellschaft mit beschränkter Haftung ("**Robert Bosch GmbH**"), die Robert Bosch Investment Nederland B.V. eine nach niederländischem Recht gegründete Gesellschaft mit beschränkter Haftung (*besloten vennootschap met beperkte aansprakelijkheid*) mit Sitz (*statutaire zetel*) in Boxtel, Niederlande, mit eingetragenem Geschäftssitz in der Kruisbroeksestraat 1, 5281 RV, Boxtel, Niederlande, und eingetragen im Handelsregister der niederländischen Handelskammer (*Kamer van Koophandel*) unter der Nummer 34166287 ("**Robert Bosch Investment Nederland B.V.**") und die Robert Bosch Finance LLC ("**Robert Bosch Finance LLC**") beabsichtigen, von Zeit zu Zeit Schuldverschreibungen im Rahmen des Programms zu begeben, deren jeweils ausstehender Gesamtnennbetrag das Programm-Limit nicht übersteigt.
- (B) Die Schuldverschreibungen unterliegen den Anleihebedingungen der Schuldverschreibungen nach deutschem Recht (in der durch die anwendbaren Endgültigen Bedingungen jeweils geänderten, ergänzten oder modifizierten Fassung, die "**Bedingungen**").
- (C) Die Robert Bosch GmbH (die "**Garantin**") beabsichtigt, mit dieser Garantie die Zahlung von Kapital und Zinsen sowie von jeglichen sonstigen Beträgen zu garantieren, die aufgrund der von der Robert Bosch Investment Nederland B.V. und der Robert Bosch Finance LLC zu irgendeiner Zeit im Rahmen des Programms begebenen Schuldverschreibungen zu leisten sind.

HIERMIT WIRD FOLGENDES VEREINBART:

1. Die Garantin übernimmt gegenüber den Gläubigern jeder einzelnen Schuldverschreibung (wobei dieser Begriff jede (vorläufige oder Dauer-) Globalurkunde, die Schuldverschreibungen verbrieft, einschließt), die jetzt oder später von der Robert Bosch Investment Nederland B.V. und der Robert Bosch Finance LLC im Rahmen des Programms begeben wird, die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße Zahlung von Kapital und Zinsen auf die Schuldverschreibungen sowie von jeglichen sonstigen Beträgen, die in Übereinstimmung mit den Bedingungen auf irgendeine Schuldverschreibung zahlbar sind, und zwar zu den in den Bedingungen bestimmten Fälligkeiten.
2. Diese Garantie begründet eine unwiderrufliche, nicht nachrangige und (vorbehaltlich der Bestimmungen in Ziffer 4 dieser Garantie) nicht besicherte Verpflichtung der Garantin, die mit allen sonstigen nicht nachrangigen und nicht besicherten Verpflichtungen der Garantin wenigstens im gleichen Rang steht (soweit nicht zwingende gesetzliche Bestimmungen entgegenstehen).
3. Sämtliche auf diese Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Garantin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:
 - (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Robert Bosch Investment Nederland B.V. und die Robert Bosch Finance LLC oder die Garantin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
 - (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
 - (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Bedingungen wirksam wird.
4. Die Garantin verpflichtet sich gegenüber jedem Gläubiger, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Gutachter als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

"Kapitalmarktverbindlichkeit" ist jede Verbindlichkeit aus der Aufnahme von Geldern, die in der Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft oder verkörpert ist und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, sowie jede sonstige Gewährleistung in Bezug auf eine solche Verbindlichkeit. Um Missverständnisse auszuschließen, eine Kapitalmarktverbindlichkeit umfasst nicht die Aufnahme von Geldern durch Kreditverträge und Schuldscheindarlehen.

- 5. Die Verpflichtungen der Garantin aus dieser Garantie (i) sind selbständig und unabhängig von den Verpflichtungen der Robert Bosch Investment Nederland B.V. und der Robert Bosch Finance LLC aus den Schuldverschreibungen und (ii) bestehen ohne Rücksicht auf die Rechtmäßigkeit, Gültigkeit, Verbindlichkeit und Durchsetzbarkeit der Schuldverschreibungen.
- 6. Die Verpflichtungen der Garantin aus dieser Garantie erstrecken sich, ohne dass eine weitere Handlung durchgeführt werden oder ein weiterer Umstand entstehen muss, auf solche Verpflichtungen jeglicher nicht mit der Garantin identischen neuen Emittentin, die infolge einer Schuldnerersetzung gemäß den anwendbaren Bestimmungen der Bedingungen in Bezug auf jedwede Schuldverschreibung entstehen.
- 7. Diese Garantie erstreckt sich auf sämtliche Schuldverschreibungen, die am oder nach dem Datum dieser Garantie von der Robert Bosch Investment Nederland B.V. und der Robert Bosch Finance LLC unter dem Programm begeben werden.
- 8. Diese Garantie und alle hierin enthaltenen Vereinbarungen sind ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Abs. 1 BGB und begründen das Recht eines jeden Gläubigers, die Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen.

Ein Gläubiger einer Schuldverschreibung kann im Falle der Nichterfüllung von Zahlungen auf die Schuldverschreibungen zur Durchsetzung dieser Garantie unmittelbar gegen die Garantin Klage erheben, ohne dass zunächst ein Verfahren gegen die Robert Bosch Investment Nederland B.V. bzw. die Robert Bosch Finance LLC eingeleitet werden müsste.

- 9. Die Deutsche Bank Aktiengesellschaft, mit der die hierin enthaltenen Vereinbarungen getroffen werden, handelt als Fiscal Agent nicht als Beauftragte, Treuhänderin oder in einer ähnlichen Eigenschaft für die Gläubiger von Schuldverschreibungen.
- 10. Die hierin verwendeten und nicht anders definierten Begriffe haben die ihnen in den Bedingungen zugewiesene Bedeutung.

11. Die auf die Schuldverschreibungen Anwendung findenden Bestimmungen über die Änderung der Anleihebedingungen und den Gemeinsamen Vertreter gelten sinngemäß auch für diese Garantie.
12. Diese Garantie unterliegt dem Recht der Bundesrepublik Deutschland.
13. Diese Garantie ist in deutscher Sprache abgefasst und in die englische Sprache übersetzt. Die deutschsprachige Fassung ist verbindlich und allein maßgeblich.
14. Das Original dieser Garantie wird der Deutsche Bank Aktiengesellschaft ausgehändigt und von dieser verwahrt.
15. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten gegen die Garantin aus oder im Zusammenhang mit dieser Garantie ist Frankfurt am Main, Bundesrepublik Deutschland.
16. Jeder Gläubiger einer Schuldverschreibung kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine aus dieser Garantie hervorgehenden Rechte auf der Grundlage einer von einer vertretungsberechtigten Person der Deutsche Bank Aktiengesellschaft beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

24. April 2024
Robert Bosch GmbH

Wir akzeptieren die Bestimmungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Rückgriff auf uns.

24. April 2024
Deutsche Bank Aktiengesellschaft

GUARANTEE

(English translation)

Of

**Robert Bosch GmbH, Stuttgart, Federal Republic of Germany,
for the benefit of the holders of notes (the "Notes"), issued by Robert Bosch Investment
Nederland B.V., Boxtel, The Netherlands and Robert Bosch Finance LLC, State of Delaware,
United States of America, under the EUR 12,500,000,000 Debt Issuance Program (the
"Program")**

WHEREAS:

- (A) Robert Bosch Gesellschaft mit beschränkter Haftung ("**Robert Bosch GmbH**"), Robert Bosch Investment Nederland B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat (*statutaire zetel*) in Boxtel, The Netherlands, having its registered office at Kruisbroeksestraat 1, 5281 RV, Boxtel, The Netherlands, and registered with the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 34166287 ("**Robert Bosch Nederland B.V.**") and Robert Bosch Finance LLC ("**Robert Bosch Finance LLC**") intend to issue Notes under the Program from time to time, the outstanding aggregate principal amount of which will not exceed the Program Amount.
- (B) The Notes will be issued with Terms and Conditions under German law (as amended, supplemented or modified by the applicable Final Terms, the "**Conditions**").
- (C) Robert Bosch GmbH (the "**Guarantor**") wishes to guarantee the due payment of principal and interest and any other amounts payable in respect of any and all Notes that may be issued by Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC under the Program.

IT IS AGREED AS FOLLOWS:

- (1) The Guarantor unconditionally and irrevocably guarantees to the holder of each Note (which expression shall include any Temporary Global Note or Permanent Global Note representing Notes) (each a "**Holder**") issued by Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC now or at any time hereafter under the Program, the due and punctual payment of the principal of, and interest on, the Notes and any other amounts which may be expressed to be payable under any Note, as and when the same shall become due, in accordance with the Conditions.
- (2) This Guarantee constitutes an irrevocable, unsecured (subject to paragraph (4) hereunder) and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other present or future unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.
- (3) All amounts payable in respect of this Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Guarantor will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:
 - (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC or the Guarantor from payments of principal or interest made by it, or
 - (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany or another member state of the European Union and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
 - (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European

Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with the Conditions, whichever occurs later.
- (4) The Guarantor undertakes towards each Holder, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security (*Grund- oder Mobiliarpfandrechte*) upon any of its assets for any present or future Capital Market Indebtedness or any guarantees resulting therefrom, without at the same time having the Holders share equally and pro rata in such security or such other security as shall be approved by an independent expert of internationally recognised standing as being equivalent security.
- "Capital Market Indebtedness"** means any indebtedness from the borrowing of money which is, in the form of, or is represented by, any bond, security, certificate or other instrument which is or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including any over-the-counter market) and any guarantee or other indemnity in respect of such indebtedness. For the avoidance of doubt, a Capital Market Indebtedness does not include borrowing of money under loan agreements and certificates of indebtedness evidencing assignable loans (*Schuldscheindarlehen*).
- (5) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC under the Notes, and (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Notes.
- (6) The obligations of the Guarantor under this Guarantee shall, without any further act or thing being required to be done or to occur, extend to the obligations of any Substitute Debtor which is not the Guarantor arising in respect of any Note by virtue of a substitution pursuant to the Conditions.
- (7) This Guarantee is given in respect of any and all Notes which are or will be issued by Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC under the Program on or after the date hereof.
- (8) This Agreement and all undertakings contained herein constitute a contract for the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code)⁽³⁾. They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor, and to enforce such obligations directly against the Guarantor.

Any Holder has the right in case of non-performance of any payments on the Notes to enforce the Guarantee by filing a suit directly against the Guarantor without the need to take prior proceedings against Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC, as the case may be.

- (9) Deutsche Bank Aktiengesellschaft which accepted this Guarantee, in its capacity as Fiscal Agent does not act in a relationship of agency or trust, a fiduciary or in any other similar capacity for the Holders.
- (10) Terms used in this Agreement and not otherwise defined herein shall have the meaning attributed to them in the Conditions.
- (11) The provisions regarding the Amendment of the Terms and Conditions and the Holders' Representative applicable to the Notes shall be applicable *mutatis mutandis* also to this Guarantee.
- (12) This Agreement shall be governed by, and construed in accordance with, German law.
- (13) This Agreement is written in the German language and attached hereto is a non-binding English translation.
- (14) The original version of this Agreement shall be delivered to, and kept by, Deutsche Bank Aktiengesellschaft.
- (15) Exclusive place of jurisdiction for all legal proceedings arising out of or in connection with this Agreement against the Guarantor shall be Frankfurt am Main, Federal Republic of Germany.

³ An English language translation of § 328 (1) BGB (German Civil Code) reads as follow: "A Contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

(16) On the basis of a copy of this Agreement certified as being a true copy by a duly authorized officer of Deutsche Bank Aktiengesellschaft each Holder may protect and enforce in his own name his rights arising under this Agreement in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for production of this Agreement in such proceedings.

April 24, 2024
Robert Bosch GmbH

We accept the terms of the above Guarantee without recourse, warranty or liability.

April 24, 2024
Deutsche Bank Aktiengesellschaft

In case of Notes listed on the Euro MTF operated by the Luxembourg Stock Exchange, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.luxse.com). In case of Notes listed on any other Non-EU-Regulated Market, the Final Terms will be displayed on the website of Robert Bosch GmbH (www.bosch.de).

(1)[MIFID II PRODUCT GOVERNANCE – PROFESSIONAL CLIENTS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[']s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[']s target market assessment) and determining appropriate distribution channels.]

(2)[MIFID II PRODUKTÜBERWACHUNGSPFLICHTEN – ZIELMARKT PROFESSIONELLE KUNDEN UND GEEIGNETE GEGENPARTEIEN – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteien und professionelle Kunden, jeweils im Sinne der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, "**MiFID II**"), umfasst und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an professionelle Kunden und geeignete Gegenparteien angemessen sind. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein "**Vertriebsunternehmen**") soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches MiFID II unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen (entweder durch Übernahme oder Präzisierung der Einschätzung des Zielmarktes [des/der] Konzepteur[s/e]) durchzuführen und angemessene Vertriebskanäle, zu bestimmen.]

(3)[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL CLIENTS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[']s target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[']s target market assessment) and determining appropriate distribution channels]

(4)[VEREINIGTES KÖNIGREICH (UK) MIFIR PRODUKTÜBERWACHUNGSPFLICHTEN /ZIELMARKT PROFESSIONELLE KUNDEN UND GEEIGNETE GEGENPARTEIEN – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteien im Sinne des Handbuchs der Finanzaufsicht des Vereinigten Königreichs (Financial Conduct Authority – "**FCA**") "Conduct of Business Sourcebook" ("**COBS**") und professionelle Kunden im Sinne der Verordnung (EU) Nr. 600/2014, welche durch das European Union (Withdrawal) Act 2018 Teil des Rechts des Vereinigten Königreichs ist ("**UK MiFIR**"), umfasst; und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an professionelle Kunden und geeignete Gegenparteien angemessen sind. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt, (ein "**Vertriebsunternehmen**") soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e]

(1) To be included if parties have determined a target market.

(2) *Einzufügen, wenn die Parteien einen Zielmarkt bestimmt haben.*

(3) To be included if parties have determined a target market and if the managers in relation to the Notes are subject to UK MiFIR, i.e. there are UK MiFIR manufacturers.

(4) *Einzufügen, wenn die Parteien einen Zielmarkt bestimmt haben und wenn die Platzeure in Bezug auf die Schuldverschreibungen der UK MiFIR unterliegen, d.h. wenn es UK MiFIR-Hersteller gibt.*

berücksichtigen; ein Vertriebsunternehmen, welches dem FCA Handbook Product Intervention and Product Governance Sourcebook (die "**UK MiFIR Bestimmungen zu Produktüberwachungspflichten**") unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen (entweder durch Übernahme oder Präzisierung der Einschätzung des Zielmarktes [des/der] Konzepteur[s/e]) durchzuführen und angemessene Vertriebskanäle zu bestimmen .]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU where that customer would not qualify as a professional client as defined in Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][⁽⁵⁾

[VERBOT DES VERKAUFS AN KLEINANLEGER IM EUROPÄISCHEN WIRTSCHAFTSRAUM – Die Schuldverschreibungen sind nicht zum Angebot, zum Verkauf oder zur sonstigen Zurverfügungstellung an Kleinanleger im Europäischen Wirtschaftsraum ("**EWR**") bestimmt und sollten Kleinanlegern im EWR nicht angeboten, nicht an diese verkauft und diesen auch nicht in sonstiger Weise zur Verfügung gestellt werden. Für die Zwecke dieser Bestimmung bezeichnet der Begriff Kleinanleger eine Person, die eines (oder mehrere) der folgenden Kriterien erfüllt: (i) sie ist ein Kleinanleger im Sinne von Artikel 4 Abs. 1 Nr. 11 der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, "**MiFID II**"; (ii) sie ist ein Kunde im Sinne der Richtlinie 2016/97/EU, soweit dieser Kunde nicht als professioneller Kunde im Sinne von Artikel 4 Abs. 1 MiFID II gilt; oder (iii) sie ist kein qualifizierter Anleger im Sinne der Verordnung (EU) 2017/1129 ("**Prospektverordnung**"). Dementsprechend wurde kein nach der Verordnung (EU) Nr. 1286/2014 (die "**PRIIPs-Verordnung**") erforderliches Basisinformationsblatt für das Angebot oder den Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR erstellt; daher kann das Angebot oder der Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR nach der PRIIPs-Verordnung rechtswidrig sein.][⁽⁶⁾

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Delegated Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.][⁽⁷⁾

[VERBOT DES VERKAUFS AN KLEINANLEGER IM VEREINIGTEN KÖNIGREICH – Die Schuldverschreibungen sind nicht zum Angebot, zum Verkauf oder zur sonstigen Zurverfügungstellung an Kleinanleger im Vereinigten Königreich von Großbritannien (das "**VK**") bestimmt und sollten Kleinanlegern nicht angeboten, verkauft und auch nicht in sonstiger Weise zur Verfügung gestellt werden. Für diese Zwecke bezeichnet der Begriff Kleinanleger eine Person, die eines (oder mehrere) der folgenden Kriterien erfüllt: (i) ein Kleinanleger im Sinne von Artikel 2 Nr. 8 der Verordnung (EU) Nr.

⁽⁵⁾ Legend to be included on front of the Final Terms if the Issuer wishes to prohibit offers to EEA retail investors for any reason, in which case the selling restriction under "Additional Information" shall be specified to be "Applicable".

⁽⁶⁾ *Legende einzufügen, sofern nicht die Endgültigen Bedingungen "Verkaufsverbot an Kleinanleger im Europäischen Wirtschaftsraum" für "Nicht anwendbar" erklären.*

⁽⁷⁾ Include this legend if "Applicable" is specified in Part II. C.4 of the Final Terms regarding item "Prohibition of Sales to UK Retail Investors".

2017/565, wie sie aufgrund des European Union (Withdrawal) Act 2018 ("**EUWA**") Teil des nationalen Rechts ist; (ii) ein Kunde im Sinne der Bestimmungen des FSMA and allen Vorschriften oder Verordnungen, die im Rahmen des FSMA zur Umsetzung der Richtlinie (EU) 2016/97, soweit dieser Kunde nicht als professioneller Kunde im Sinne von Artikel 2(1) Nr. 8 der Verordnung (EU) Nr. 600/2014, wie sie durch das EUWA Teil des nationalen Rechts ist, gilt; oder (iii) kein qualifizierter Anleger im Sinne von Artikel 2 der Verordnung (EU) 2017/1129, wie sie aufgrund des EUWA Teil des nationalen Rechts ist. Dementsprechend wurde kein nach der Verordnung (EU) Nr. 1286/2014, wie sie aufgrund des EUWA Teil des nationalen Rechts ist, (die "**UK PRIIPs-Verordnung**") erforderliches Basisinformationsblatt für das Angebot oder den Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im VK erstellt und daher kann das Angebot oder der Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im VK nach der UK PRIIPs-Verordnung rechtswidrig sein.](⁸)

(⁸) Diese Erklärung einfügen, wenn "Anwendbar" im Teil II. C.4 der Endgültigen Bedingungen im Hinblick auf den Punkt "Verbot des Verkaufs an UK Privatanleger" ausgewählt wurde.

**FORM OF FINAL TERMS
(MUSTER – ENDGÜLTIGE BEDINGUNGEN)**

[Date]
[Datum]

**Final Terms
Endgültige Bedingungen**

[Robert Bosch GmbH][Robert Bosch Investment Nederland B.V.][Robert Bosch Finance LLC]

[Title of relevant Tranche of Notes]

[(to be consolidated, form a single series with the [Title of relevant Tranche of Notes]
issued on [•])]

[Bezeichnung der betreffenden Tranche der Schuldverschreibungen]
[die mit den am [•] [Bezeichnung der betreffenden Tranche der Schuldverschreibungen]
Schuldverschreibungen konsolidiert werden und eine einheitliche Serie bilden]

Series No.: [•] / Tranche No.: [•]

Serien Nr.: [•] / Tranche Nr.: [•]

Issue Date: [•] ⁽⁹⁾

Tag der Begebung: [•]

issued pursuant to the EUR 12,500,000,000 Debt Issuance Program dated 13 May 2025
begeben aufgrund des EUR 12.500.000.000 Debt Issuance Program vom 13. Mai 2025

[guaranteed by Robert Bosch GmbH / *garantiert durch Robert Bosch GmbH*]

Important Notice

These are the Final Terms of an issue of Notes under the EUR 12,500,000,000 Debt Issuance Program of Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC (the "**Program**"). [The Legal Entity Identifier ("**LEI**") of Robert Bosch GmbH is 529900F0LT5OP4SV6122.] [The Legal Entity Identifier ("**LEI**") of Robert Bosch Investment Nederland B.V. is 72450009QLIV38GTKN14.] [The Legal Entity Identifier ("**LEI**") of Robert Bosch Finance LLC is 549300VQST07EL5DYC58.] Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of the Debt Issuance Program Prospectus dated 13 May 2025 [, the supplement(s) dated [•]] (the "**Prospectus**") and these Final Terms. The Prospectus [and any supplement thereto] [is] [are] available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.luxse.com) and on the website of Robert Bosch GmbH (www.bosch.de), and copies may be obtained at Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Federal Republic of Germany.

Wichtiger Hinweis

*Dies sind die endgültigen Bedingungen einer Emission von Schuldverschreibungen unter dem EUR 12.500.000.000 Debt Issuance Program der Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. und Robert Bosch Finance LLC (das "**Programm**"). [Die Rechtsträger-Kennung ("**LEI**") der Robert Bosch GmbH lautet 529900F0LT5OP4SV6122.] [Die Rechtsträger-Kennung ("**LEI**") der Robert Bosch Investment Nederland B.V. lautet 72450009QLIV38GTKN14.] [Die Rechtsträgerkennung ("**LEI**") der Robert Bosch Finance LLC lautet 549300VQST07EL5DYC58.] Vollständige Informationen über die Emittentin[, die Garantin] und das Angebot der Schuldverschreibungen sind nur verfügbar, wenn die endgültigen Bedingungen und der Basisprospekt vom 13. Mai 2025 über das Programm [, dem(den) Nachtrag(Nachträgen) dazu vom [•]] (der "**Prospekt**") zusammengenommen werden. Der Prospekt [sowie jeder Nachtrag] [kann] [können] in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.luxse.com) und der Internetseite der Robert Bosch GmbH (www.bosch.de) eingesehen werden. Kopien sind erhältlich bei Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Bundesrepublik Deutschland.*

⁽⁹⁾ The Issue Date is the date of payment and settlement of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

Part I.: TERMS AND CONDITIONS
Teil I.: ANLEIHEBEDINGUNGEN

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I or Option II, including certain further options contained therein, respectively, and completing the relevant placeholders, insert:

A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option oder Option II Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:⁽¹⁰⁾

The Terms and Conditions applicable to the Notes (the "**Conditions**") [and the [German] [English] language translation thereof,] are as set out below.

*Die für die Schuldverschreibungen geltenden Anleihebedingungen (die "**Bedingungen**") [sowie die [deutschsprachige][englischsprachige] Übersetzung] sind wie nachfolgend aufgeführt.*

[in the case of Notes with fixed interest rates replicate here the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit fester Verzinsung hier die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]]

[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I or Option II, including certain further options contained therein, respectively, insert:

B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Notes with [fixed] [floating] interest rates (the "**Terms and Conditions**") set forth in the Prospectus as [Option I] [Option II]. Capitalised terms shall have the meanings specified in the Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Schuldverschreibungen [mit [fester] [variabler] Verzinsung] [ohne periodische Verzinsung (Nullkupon)] Anwendung findet (die "**Anleihebedingungen**"), zu lesen, der als [Option I] [Option II] im Prospekt enthalten ist. Begriffe, die in den Anleihebedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

All references in this Part I. of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

The blanks in the provisions of the Terms and Conditions, which are applicable to the Notes shall be deemed to be completed with the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to

⁽¹⁰⁾ To be determined in consultation with the Issuer. Delete all references to Part I B. of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.
In Abstimmung mit der Emittentin festzulegen. Alle Bezugnahmen auf Teil I B. der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Anleihebedingungen entfernen.

items in these Final Terms which are either not selected or not completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the "**Conditions**").

*Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.*

CURRENCY, DENOMINATION, FORM AND TITLE, CERTAIN DEFINITIONS (§ 1)
WÄHRUNG, STÜCKELUNG, FORM UND EIGENTUMSRECHT, DEFINITIONEN (§ 1)

Currency and Denomination⁽¹¹⁾

Währung und Stückelung

| | |
|--|-----|
| Specified Currency <i>Festgelegte Währung</i> | [] |
| Aggregate Nominal Amount <i>Gesamtnennbetrag</i> | [] |
| Aggregate Principal Amount in words <i>Gesamtnennbetrag in Worten</i> | [] |
| Specified Denomination <i>Festgelegte Stückelung</i> | [] |

Clearing System

Clearing System

- Clearstream Banking AG
- Clearstream Banking S.A.
- Euroclear Bank SA/NV

Global Note (TEFRA D)

Globalurkunde (TEFRA D)

- Classical Global Note
- New Global Note

INTEREST (§ 3)

ZINSEN (§ 3)

- Fixed Rate Notes (Option I)**
Festverzinsliche Schuldverschreibungen (Option I)

Rate of Interest and Interest Payment Dates

Zinssatz und Zinszahlungstage

| | |
|--|--|
| Rate of Interest <i>Zinssatz</i> | [] per cent. per annum [] % per annum |
| Interest Commencement Date <i>Verzinsungsbeginn</i> | [] |
| Fixed Interest Date(s) <i>Festzinstermine</i> | [] |

⁽¹¹⁾ The minimum denomination of the Notes will be, if in euro, EUR 100,000, or, if in any currency other than euro, in an amount in such other currency equal to at least EUR 100,000 at the time of the issue of the Notes.
Die Mindeststückelung der Schuldverschreibungen beträgt EUR 100.000, bzw. falls die Schuldverschreibungen in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen dem Gegenwert von wenigstens EUR 100.000 entspricht.

- First Interest Payment Date []
Erster Zinszahlungstag
- Initial Broken Amount(s) (for the Specified Denomination) []
Anfängliche(r) Bruchteilzinsbetrag(-beträge)
(für die festgelegte Stückelung)
- Interest Payment Date preceding the Maturity Date []
Zinszahlungstag, der dem Fälligkeitstag vorangeht
- Final Broken Amount(s) (for the Specified Denomination) []
Abschließende(r) Bruchteilzinsbetrag(-beträge)
(für die festgelegte Stückelung)
- Floating Rate Notes (Option II)**
Variabel verzinsliche Schuldverschreibungen (Option II)

Interest Payment Dates
Zinszahlungstage

- Interest Commencement Date []
Verzinsungsbeginn
- Specified Interest Payment Dates []
Festgelegte Zinszahlungstage
- Specified Interest Period(s) [number] [weeks][months]
Festgelegte Zinsperiode(n) [Zahl] [Wochen][Monate]

Business Day Convention
Geschäftstagskonvention

- Modified Following Business Day Convention
Modifizierte-Folgender-Geschäftstag-Konvention
- FRN Convention (specify period(s)) (Zeitraum angeben) [number] months
FRN Konvention (Zeitraum angeben) [Zahl] Monate
- Following Business Day Convention
Folgender-Geschäftstag-Konvention

Business Day
Geschäftstag

- relevant financial centre(s) []
relevante(s) Finanzzentrum(en)
- T2
T2

Rate of Interest
Zinssatz

- EURIBOR
EURIBOR

Margin
Marge

[] per cent. per annum
 [] % per annum

- plus
plus
- minus
minus

[Minimum] [and] [Maximum] Rate of Interest
[Mindest-] [und] [Höchst-] Zinssatz

- Minimum Rate of Interest [] per cent. per annum
Mindestzinssatz [] % per annum
- Maximum Rate of Interest [] per cent. per annum

Höchstzinssatz

[] % per annum

Day Count Fraction⁽¹²⁾

Zinstagequotient

- Actual/Actual (ICMA Rule 251)
 - annual interest payment (excluding the case of short or long coupons)
jährliche Zinszahlung (ausschließlich des Falls von kurzen oder langen Kupons)
 - annual interest payment (including the case of short coupons)
jährliche Zinszahlung (einschließlich des Falls von kurzen Kupons)
 - two or more constant interest periods within an interest year (including the case of short coupons)
zwei oder mehr gleichbleibende Zinsperioden (einschließlich des Falls von kurzen Kupons)
 - Calculation Period is longer than one reference period (long coupon)
Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon)
 - Reference Period
Bezugsperiode
Deemed Interest Payment Date(s) []
Fiktive(r) Zinszahlungstag(e)
- Actual/365 (Fixed)
- Actual/360
- 30/360 or 360/360 or Bond Basis
- 30E/360 or Eurobond Basis

PAYMENTS (§ 4)⁽¹³⁾

ZAHLUNGEN (§ 4)

- relevant financial centre(s) []
relevante(s) Finanzzentrum(en)
- T2
T2

FINAL REDEMPTION (§ 5)

RÜCKZAHLUNG (§ 5)

Redemption at Maturity

Rückzahlung bei Endfälligkeit

Maturity Date⁽¹⁴⁾ []
Fälligkeitstag

Redemption Month⁽¹⁵⁾ []
Rückzahlungsmonat

Early Redemption

Vorzeitige Rückzahlung

Early Redemption at the Option of the Issuer at Specified Call Redemption Amount(s)⁽¹⁶⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zu festgelegtem(n) Wahlrückzahlungsbetrag/-beträgen (Call) [Ja/Nein]

⁽¹²⁾ Complete for all Notes.
Für alle Schuldverschreibungen auszufüllen.
⁽¹³⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.
⁽¹⁴⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.
⁽¹⁵⁾ Complete for floating rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen.
⁽¹⁶⁾ Complete for fixed rate Notes.

| | |
|--|--|
| Call Redemption Period(s) <i>Wahlrückzahlungszeitraum/-zeiträume(Call)</i> | [Yes/No] [Ja/Nein] |
| Call Redemption Date(s) <i>Wahlrückzahlungstag(e) (Call)</i> | [] |
| Call Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge(Call)</i> | [] |
| Minimum Notice to Holders ⁽¹⁷⁾ <i>Mindestkündigungsfrist</i> | [] days [] Tage |
| Maximum Notice to Holders <i>Höchstkündigungsfrist</i> | [] days [] Tage |
| Early Redemption at the Option of the Issuer at Early Redemption Amount ⁽¹⁸⁾ <i>Vorzeitige Rückzahlung nach Wahl der Emittentin zum Vorzeitigen Rückzahlungsbetrag</i> | [Yes/No] [Ja/Nein] |
| Early Redemption at the Option of the Issuer at Final Redemption Amount ⁽¹⁹⁾ <i>Vorzeitige Rückzahlung nach Wahl der Emittentin zum Rückzahlungsbetrag</i> | [Yes/No] [Ja/Nein] |
| Interest payment date [number] years after the Interest Commencement Date and each Interest Payment Date thereafter <i>Zinszahlungstag [Zahl] Jahre nach dem Verzinsungsbeginn und an jedem darauf folgenden Zinszahlungstag</i> | |
| Minimum Notice to Holders <i>Mindestkündigungsfrist</i> | [] days [] Tage |
| Maximum Notice to Holders <i>Höchstkündigungsfrist</i> | [] days [] Tage |
| Early Redemption at the Option of a Holder at Specified Put Redemption Amount(s) ⁽²⁰⁾ <i>Vorzeitige Rückzahlung nach Wahl des Gläubigers zu festgelegtem(n) Wahlrückzahlungsbetrag/-beträgen (Put)</i> | [Yes/No] [Ja/Nein] |
| Put Redemption Date(s) <i>Wahlrückzahlungstag(e) (Put)</i> | [] |
| Put Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge(Put)</i> | [] |
| Minimum Notice to Issuer ⁽²¹⁾ <i>Mindestkündigungsfrist</i> | [] days [] Tage |
| Maximum Notice to Issuer <i>Höchstkündigungsfrist</i> | [] days [] Tage |
| Early Redemption Amount⁽²²⁾ Vorzeitiger Rückzahlungsbetrag | |
| <input type="checkbox"/> Higher of Final Redemption Amount and Present Value <i>Rückzahlungsbetrag, oder falls höher, abgezinster Marktwert</i> | |
| Comparable Benchmark Yield of corresponding <i>Vergleichbare Benchmark Rendite der entsprechenden</i> | plus [percentage] per cent. zuzüglich [Prozentsatz] % |

Für fest verzinsliche Schuldverschreibungen auszufüllen.

⁽¹⁷⁾ A minimum notice period of 5 business days is required.
Eine Mindestkündigungsfrist von 5 Geschäftstagen ist erforderlich.

⁽¹⁸⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁽¹⁹⁾ Complete for floating rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen

⁽²⁰⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

⁽²¹⁾ A minimum notice period of 15 business days is required.
Eine Mindestkündigungsfrist von 15 Geschäftstagen ist erforderlich.

⁽²²⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

- Euro denominated benchmark debt security of the Federal Republic of Germany
Euro-Referenz-Anleihe der Bundesrepublik Deutschland
- UK government Sterling denominated benchmark debt security issued by HM Treasury
durch HM Treasury begebenen Sterling-Referenzanleihe des Vereinigten Königreichs
- Swiss franc denominated benchmark federal bond of the Swiss Confederation
Schweizer Franken-Referenz-Bundesanleihe der Schweizerischen Eidgenossenschaft
- U.S. dollar denominated benchmark U.S. Treasury debt security
Referenz-U.S. Staatsanleihe (US Treasury debt security) in U.S. Dollar

Early Redemption at the Option of the Issuer for Reason of Minimal Outstanding Amount (s)
Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Nennbetrag [Yes/No]
[Ja/Nein]

Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice: [Yes/No]

Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung: [Ja/Nein]

Notice: Not less than [five] [other Minimum Notice to Holders] and not more than [Maximum Notice to Holders] days' prior notice to the Holders

Mitteilung: *Mitteilung an die Gläubiger unter Einhaltung einer Frist von nicht weniger als [fünf] [andere Mindestkündigungsfrist] und nicht mehr als [Höchstkündigungsfrist] Tagen*

Trigger Call Redemption Amount: [●]

Ereignis-Wahl-Rückzahlungsbetrag: [●]

Transaction Notice Period: the period from [●] to [●]

Transaktionskündigungsfrist: *Zeitraum ab dem [●] bis [●]*

Transaction: [Insert description of transaction]

Transaktion: *[Beschreibung der Transaktion einfügen]*

**FISCAL AGENT AND PAYING AGENT[S] [AND CALCULATION AGENT] (§ 6)
*EMISSIONSSTELLE UND DIE ZAHLSTELLE[N] [UND DIE BERECHNUNGSSTELLE] (§ 6)***

Calculation Agent []
Berechnungsstelle

**AMENDMENT OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE[,
AMENDMENT OF THE GUARANTEE] (§ 11)
*ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE] (§ 11)***

- Applicable
Anwendbar
- Appointment of a Holders' Representative by resolution passed by Holders and not in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubiger und

nicht in den Anleihebedingungen

- Appointment of a Holders' Representative in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger in den Anleihebedingungen

Name and address of the Holders' Representative (specify details)
Name und Anschrift des Gemeinsamen Vertreters (Einzelheiten einfügen)

- Not applicable
Nicht anwendbar

NOTICES (§ [12][13]) MITTEILUNGEN (§ [12][13])

Place and medium of publication Ort und Medium der Bekanntmachung

- Website of the Luxembourg Stock Exchange (www.luxse.com)
Internetseite der Luxemburger Wertpapierbörse (www.luxse.com)
- Clearing System
Clearing System

Part II.: OTHER INFORMATION Teil II.: ZUSÄTZLICHE INFORMATION

A. Essential information Grundlegende Angaben

Interests of natural and legal persons involved in the issue/offer [none] [specify details]
Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind [keine] [Einzelheiten einfügen]

Eurosystem eligibility⁽²³⁾ EZB-Fähigkeit

Intended to be held in a manner which would allow Eurosystem eligibility [Yes/No]
Soll in EZB-fähiger Weise gehalten werden [Ja/Nein]

[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Es wird darauf hingewiesen, dass "ja" hier lediglich bedeutet, dass die Schuldverschreibungen nach ihrer Begebung bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden; es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

[Auch wenn die Bezeichnung mit Datum dieser Endgültigen Bedingungen "nein" lautet, sollten die

⁽²³⁾ Select "Yes" if the Notes are in NGN form and are to be kept in custody by an ICSD as common safekeeper or if the Notes are in CGN form and to be kept in custody by Clearstream Banking AG, Frankfurt. Select "No" if the Notes are in NGN form and are to be kept in custody by the common service provider as common safekeeper.

"Ja" wählen, falls die Schuldverschreibungen in Form einer NGN begeben und von einem ICSD als common safekeeper gehalten werden sollen oder falls die Schuldverschreibungen in Form einer CGN begeben und von Clearstream Banking AG, Frankfurt gehalten werden sollen. "Nein" wählen, falls die Schuldverschreibungen in Form einer NGN begeben und vom common service provider als common safekeeper gehalten werden sollen.

Zulassungskriterien des Eurosystems sich zukünftig dergestalt ändern, dass die Schuldverschreibungen diese erfüllen können, könnten die Schuldverschreibungen dann bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden. Es wird darauf hingewiesen, dass dies jedoch nicht notwendigerweise bedeutet, dass die Schuldverschreibungen dann zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

B. Information concerning the securities to be offered/admitted to trading
Informationen über die anzubietenden bzw. zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers
Wertpapier-Kenn-Nummern

| | |
|--|-----|
| Common Code <i>Common Code</i> | [] |
| ISIN Code <i>ISIN Code</i> | [] |
| German Securities Code <i>Deutsche Wertpapier-Kenn-Nummer (WKN)</i> | [] |
| Any other securities number <i>Sonstige Wertpapiernummer</i> | [] |

Historic Interest Rates and further performance as well as volatility⁽²⁴⁾
Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

| | |
|---|---|
| Description of any market disruption or settlement disruption events that effect the EURIBOR rates <i>Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder der Abrechnung bewirken und die EURIBOR Sätze beeinflussen</i> | [Not applicable][Please see § 3 of the Terms and Conditions] [Nicht anwendbar] [Bitte siehe § 3 der Anleihebedingungen] |
|---|---|

Yield to final Maturity⁽²⁵⁾ []
Rendite bei Endfälligkeit

| | |
|--|---|
| Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relation to these forms of representation ⁽²⁶⁾ <i>Vertretung der Schuldtitelinhaber unter Angabe der die Anleger vertretenden Organisation und der für diese Vertretung geltenden Bestimmungen. Angabe des Ortes, an dem die Öffentlichkeit die Verträge, die diese Repräsentationsformen regeln, einsehen kann</i> | [Not applicable] [Specify details] [Nicht anwendbar] [Einzelheiten einfügen] |
|--|---|

| | |
|---|--|
| Resolutions, authorisations and approvals by virtue of which the Notes will be created Beschlüsse, Ermächtigungen und Genehmigungen, welche die Grundlage für die Schaffung der Schuldverschreibungen bilden | [Specify details] [Einzelheiten einfügen] |
|---|--|

| | |
|--|--|
| C Stabilising Dealer(s)/Manager(s) Kursstabilisierende(r) Platzeur(e)/Manager | [None] [Specify details] [Keiner] [Einzelheiten einfügen] |
|--|--|

| | |
|---|-----------------------|
| D. Listing and admission to trading Börsenzulassung und Notierungsaufnahme | [Yes/No] [Ja/Nein] |
|---|-----------------------|

⁽²⁴⁾ Only applicable for Floating Rate Notes.
Nur bei variabel verzinslichen Schuldverschreibungen anwendbar.

⁽²⁵⁾ Only applicable for Fixed Rate Notes.
Nur bei festverzinslichen Schuldverschreibungen anwendbar.

⁽²⁶⁾ Specify further details in the case a Holders' Representative will be appointed in § 11 of the Conditions.
Weitere Einzelheiten für den Fall einfügen, dass § 11 der Bedingungen einen Gemeinsamen Vertreter bestellt.

- Euro MTF
- Other Non-EU-Regulated Markets (insert details)
Sonstige Nicht-EU-Regulierte Märkte (Einzelheiten einfügen)

Expected date of admission⁽²⁷⁾ []
Erwarteter Termin der Zulassung

Estimate of the total expenses related to admission to trading []
Geschätzte Gesamtkosten für die Zulassung zum Handel

Issue Price [] per cent.
Ausgabepreis []%

E. Additional Information
Zusätzliche Informationen

Prohibition of Sales to EEA Retail Investors⁽²⁸⁾ [Applicable] [Not applicable]
Verbot des Verkaufs an EWR-Privatanleger [Anwendbar] [Nicht anwendbar]

Prohibition of Sales to UK Retail Investors⁽²⁹⁾ [Applicable] [Not applicable]
Verbot des Verkaufs an UK-Privatanleger [Anwendbar] [Nicht anwendbar]

Rating⁽³⁰⁾ []
Rating

[Specify whether the relevant rating agency is established in the European Union and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").] The European Securities and Markets Authority ("**ESMA**") publishes on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

*[Einzelheiten einfügen, ob die jeweilige Ratingagentur ihren Sitz in der Europäischen Union hat und gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung (die "**Ratingagentur-Verordnung**") registriert ist oder die Registrierung beantragt hat.]*

*Die Europäische Wertpapier und Marktaufsichtsbehörde ("**ESMA**") veröffentlicht auf ihrer Webseite (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.*

[Use of the Proceeds⁽³¹⁾ [Not applicable] [An amount equivalent to the net amount of the proceeds will be used exclusively to finance the projects described below (the "**Green Project(s)**"). Until the maturity of the Notes, in case of divestment or cancellation of a Green Project to which the net proceeds have been allocated, or if such Green Project no longer meets eligibility criteria, the Issuer

⁽²⁷⁾ To be completed only if known.
Nur auszufüllen, soweit bekannt.

⁽²⁸⁾ Specify "Applicable" if the Notes may constitute "packaged" products pursuant to PRIIPs Regulation and no key information document will be prepared.
"Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt erstellt wird.

⁽²⁹⁾ Specify "Applicable" if the Notes may constitute "packaged" products pursuant to the PRIIPs Regulation and no key information document will be prepared in the UK.
"Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt in UK erstellt wird.

⁽³⁰⁾ Do not complete, if the Notes are not rated on an individual basis.
Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt.

⁽³¹⁾ To be completed / Green Projects to be specified in case of Green Bond issuance.
Im Falle der Emission von Green Bonds auszufüllen und Grüne Projekte zu konkretisieren.

commits to reallocate the net proceeds to other Eligible Projects depending on availability.] **[specify details]**

[Zweckbestimmung der Erlöse *[Nicht anwendbar] [Ein Betrag entsprechend den Nettoerlösen wird ausschließlich dafür verwendet, um [das] [die] nachfolgend beschriebene[n] Projekt[e] zu finanzieren ([das] [die] "Grüne[n] Projekt[e]"). Falls [das Grüne Projekt, dem die Nettoerlöse zugeteilt wurden, veräußert wird oder entfällt] [die Grünen Projekte, denen die Nettoerlöse zugeteilt wurden, veräußert werden oder entfallen], oder falls [das Grüne Projekt] [die Grünen Projekte] nicht mehr den Zuteilungskriterien [entspricht] [entsprechen], verpflichtet sich die Emittentin, bis zur Fälligkeit der Schuldverschreibungen, die Nettoerlöse [einem anderen Grünen Projekt] [anderen Grünen Projekten], sofern verfügbar, neu zuzuteilen.] [Einzelheiten angeben]*

[Listing and admission to trading⁽³²⁾

[Börsenzulassung und Notierungsaufnahme:

The above Final Terms comprise the details required to list this issue of Notes (as from **[insert issue Date for the Notes]**) pursuant to the EUR 12,500,000,000 Debt Issuance Program of Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC.

*Die vorstehenden Endgültigen Bedingungen enthalten die Angaben, die für die Zulassung dieser Emission von Schuldverschreibungen (ab dem **[Tag der Begebung der Schuldverschreibungen einfügen]**) gemäß dem EUR 12.500.000.000 Debt Issuance Program von Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. und Robert Bosch Finance LLC.]*

Responsibility

Verantwortlichkeit

The Issuer accepts responsibility for the information contained in the Final Terms as set out in the Responsibility Statement on page 3 of the Prospectus, provided that, with respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted, the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

Die Emittentin übernimmt für die Verantwortung für die in diesen Endgültigen Bedingungen enthaltenen Informationen wie im ersten Absatz auf Seite 3 des Prospekts bestimmt. Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – wurden keine Fakten ausgelassen, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbstständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.

[Robert Bosch GmbH

[(as Issuer)] [(as Guarantor)]

[Name & title of signatory]

[Name und Title des Unterzeichnenden]

[Robert Bosch Investment Nederland B.V.

(as Issuer)

[Name & title of signatory]

[Name und Title des Unterzeichnenden]

⁽³²⁾ Include only in the version of the Final Terms which are submitted to the relevant stock exchange in the case of Notes to be listed on such stock exchange.

Nur in derjenigen Fassung der Endgültigen Bedingungen einzufügen, die der betreffenden Börse, bei der die Schuldverschreibungen zugelassen werden sollen, vorgelegt wird.

**[Robert Bosch Finance LLC
(as Issuer)**

**[Name & title of signatory]
[Name und Title des Unterzeichnenden]]**

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of majority resolution to be passed by taking votes without a meeting (*Gläubigerversammlung*). Any such resolution duly adopted by majority resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favour or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders contained in the German Act on Debt Securities (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) are applicable. Under the SchVG, these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

Resolutions of the Holders with respect to the Notes can be passed in a meeting (*Gläubigerversammlung*) in accordance with Sections 5 et seqq. SchVG or by way of a vote without a meeting pursuant to Section 18 and Sections 9 et seqq. SchVG (*Abstimmung ohne Versammlung*).

The following is a brief summary of some of the statutory rules regarding the convening and conduct of meetings of Holders and the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Rules regarding Holders' Meetings applicable to Votes without Meeting

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding 5 per cent. or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders representing by value not less than 50 per cent. of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent. of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an Issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed for such purpose by majority resolution the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the "**Holders' Representative**") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, he shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

In addition, the statutory rules applicable to the convening and conduct of Holders' meetings (described above) will apply *mutatis mutandis* to any vote without a meeting.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used by Robert Bosch GmbH for (i) the purpose of the general funding of Robert Bosch GmbH, or (ii) will be utilised, directly or indirectly, by being on-lent to companies of the Bosch Group, unless stated otherwise in the relevant Final Terms.

The net proceeds from each issue of Notes by Robert Bosch Investment Nederland B.V. and/or Robert Bosch Finance LLC will only be lent to or invested in companies within the Bosch Group to which they belong, for use by those companies.

In particular, if so specified in the relevant Final Terms, the relevant Issuer may apply an amount equivalent to the net proceeds from an issue of Notes specifically for Green Projects.

TAXATION WARNING

THE TAX LEGISLATION APPLICABLE TO PROSPECTIVE INVESTORS OF NOTES AND THE RELEVANT ISSUER'S AND/OR THE GUARANTOR'S COUNTRY OF INCORPORATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES. PROSPECTIVE INVESTORS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN GERMANY, THE NETHERLANDS, THE UNITED STATES, THE GRAND DUCHY OF LUXEMBOURG, AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR OTHERWISE SUBJECT TO TAXATION. NO TAX REGIME SPECIFIC TO THIS TYPE OF INVESTMENT APPLIES.

SELLING RESTRICTIONS

The Issuers, the Guarantor, the Arranger and Banco Santander, S.A., Bank of China (Europe) S.A., Barclays Bank Ireland PLC, BNP Paribas, BofA Securities Europe SA, Citigroup Global Markets Europe AG, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank, Deutsche Bank Aktiengesellschaft, HSBC Continental Europe, ING Bank N.V., J.P. Morgan SE, Landesbank Baden-Württemberg, Mizuho Bank Europe N.V., Société Générale, UniCredit Bank GmbH and any additional Dealer appointed under the Program from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis (together the "**Dealers**") have entered into a dealer agreement dated 13 May 2025 (the "**Dealer Agreement**") as a basis upon which they or any of them may from time to time agree to purchase Notes.

The Notes and the Guarantee have not been and will not be registered under the Securities Act or under any U.S. state securities laws, and may not be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

1. General

Each Dealer has represented and agreed that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Prospectus and it will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the relevant Issuer nor the Guarantor (if Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC is the Issuer) and any other Dealer shall have any responsibility therefore.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the relevant Issuer and the Guarantor, as the case may be, and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

2. United States

- (a) Each Dealer has acknowledged that the Notes and the Guarantee have not been and will not be registered under the Securities Act or under any U.S. state securities laws, and may not be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment into or within the United States except in accordance with Regulation S. Accordingly, each Dealer has further represented and agreed that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note within the United States, and it and they have complied and will comply with the offering restrictions of Regulation S.
- (b) From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Clause 4 of the Dealer Agreement, each Dealer (i) has acknowledged that the Notes have not been and will not be registered under the Securities Act or under any U.S. state securities laws, and may not be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered or sold any Notes, and will not offer or sell any Notes (x) as part of its distribution at any time or (y) otherwise until 40 days after the later of the commencement of the offering of the Notes to persons other than distributors and the closing date of the offering of such Notes (the "**Distribution Compliance Period**") into or within the United States or to, or for the account or benefit of, U.S. persons, and accordingly (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts in the United States with respect to any Notes, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a

selling concession, fee or other remuneration that purchases Notes from it during the Distribution Compliance Period a confirmation or notice to substantially the following effect:

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

- (c) Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche.

Terms used but not defined in the above paragraphs 2(a) and 2(b) have the meanings given to them by Regulation S.

- (d) Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.
- (e) Each Dealer has acknowledged that until 40 days after the completion of the distribution of any Notes comprising any Tranche, any offer or sale of Notes into or within the United States by any Dealer (whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act.
- (f) Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**") (or, any successor rules in substantially the same form as the D Rules for purposes of Section 4701 of the U.S. Internal Revenue Code), as specified in the applicable Final Terms.

In respect of the Notes, each Dealer has represented and agreed that:

- (i) except to the extent permitted under the D Rules, (x) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its territories and possessions or to a United States person, and (y) such Dealer has not delivered and will not deliver within the United States or its territories and possessions Notes that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its territories and possessions or to a United States person, except as permitted by the D Rules;
- (iii) if such Dealer is a United States person, it represents that it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the requirements of the D Rules; and
- (iv) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii).

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

Notes issued pursuant to the D Rules will bear the following legend:

"Any United States person who holds this obligation, directly or indirectly, will be subject to

limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

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

3. European Economic Area

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specify the "*Prohibition of Sales to EEA Retail Investors*" as "*Not applicable*", each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (i) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (b) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (c) not a qualified investor as defined in the Prospectus Regulation; and
- (ii) the expression an "**offer**" includes 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 for the Notes.

4. United Kingdom of Great Britain and Northern Ireland ("**United Kingdom**")

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "*Prohibition of Sales to UK Retail Investors*" as "*Not applicable*", each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Delegated Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression an "**offer**" includes 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 for the Notes.

For the purposes of this provision, the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000, as amended ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

5. Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

6. Republic of Singapore ("**Singapore**")

Each Dealer has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase, and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to any person in Singapore other than:

- (1) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as amended or modified from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; or
- (2) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Product classification requirements in Singapore: *The Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).*

7. Switzerland

Unless stated otherwise in the applicable Final Terms,

- (a) each Dealer has represented, warranted and agreed that, subject to paragraph (b) below:
 - (i) Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act of 15 June 2018, as amended (the "**FinSA**") and will not be admitted to trading on a trading venue (exchange or multilateral trading facility) in Switzerland;
 - (ii) neither this Prospectus nor any Final Terms nor any other offering or marketing material relating to any Notes (x) constitutes a prospectus as such term is understood pursuant to the FinSA or (y) has been or will be filed with or approved by a Swiss review body pursuant to article 52 of the FinSA; and
 - (iii) neither this Prospectus nor any Final Terms nor other offering or marketing material relating to any Notes may be publicly distributed or otherwise made publicly available in Switzerland.
- (b) Notwithstanding paragraph (a) above, in respect of any Tranche of Notes to be issued, the Issuer and the relevant Dealers may agree that (x) such Notes may be publicly offered in Switzerland within the meaning of the FinSA and/or (y) an application will be made by (or on behalf of) the

Issuer to admit such Notes to trading on a trading venue (exchange or multilateral trading facility) in Switzerland, provided that:

- (i) the Issuer is able to rely, and is relying, on an exemption from the requirement to prepare and publish a prospectus under the FinSA in connection with such public offer and/or application for admission to trading;
- (ii) in the case of any such public offer, the relevant Dealers have agreed to comply with any restrictions applicable to the offer and sale of such Notes that must be complied with in order for the Issuer to rely on such exemption; and
- (iii) the applicable Final Terms will specify that such Notes may be publicly offered in Switzerland within the meaning of the FinSA and/or the trading venue in Switzerland to which an application will be made by (or on behalf of) the Issuer to admit such Notes to trading thereon.

GENERAL INFORMATION

Authorisation

The initial establishment of the Program was authorised by Robert Bosch Industrietreuhand KG, which represents the shareholder interest, on 25 June 2020 and by the Board of Management of Robert Bosch GmbH on 17 June 2020. The update of the Program and the issue of the Guarantee was authorised by Robert Bosch Industrietreuhand KG, which represents the shareholder interest, on 15 December 2023 and by the Board of Management of Robert Bosch GmbH on 13 December 2023. The accession of Robert Bosch Investment Nederland B.V. as Issuer under the Program was authorised by resolution of the Board of Directors and by resolution of the sole shareholder of Robert Bosch Investment Nederland B.V. dated 18 April 2024. The accession of Robert Bosch Finance LLC as Issuer under the Program was authorised by resolution of the Board of Directors dated 17 April 2024. Each of Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC will obtain from time to time all necessary corporate authorisations in connection with the issue and performance of the Notes up to the Program amount of EUR 12,500,000,000.

Legal and Arbitration Proceedings

Save as disclosed herein, neither of the Issuers nor their respective subsidiaries is or has during the previous 12 months been involved in any litigation or arbitration proceedings which may cause a material adverse effect on the financial position or the results of the operations of either the Bosch Group, Robert Bosch Investment Nederland B.V. and Robert Bosch Finance LLC nor, as far as each of the Issuers is aware, are any such litigation or arbitration proceedings pending or threatened as of the date hereof.

Significant Change in the Financial Position and Trend Information

Save as disclosed herein, there has been no significant change in the financial position or material adverse change in the prospects of either Robert Bosch GmbH or Robert Bosch Finance LLC since 31 December 2024. There has been no significant change in the financial position or material adverse change in the prospects of Robert Bosch Investment Nederland B.V. since 31 December 2023.

Listing Information

Application has been made to list Notes to be issued under the Program on the official list of the Luxembourg Stock Exchange and to trade the Notes on the Euro MTF operated by the Luxembourg Stock Exchange.

Undertaking

Each of the Issuers has undertaken, in connection with the listing of the Notes, that if, while Notes of the relevant Issuer are outstanding and listed on the Euro MTF operated by the Luxembourg Stock Exchange, there shall occur any adverse change in the business, financial position or otherwise of the relevant Issuer that is material in the context of issuance under the Program which is not reflected in the Prospectus (or any of the documents incorporated by reference in the Prospectus according to the rules of the Luxembourg Stock Exchange), the relevant Issuer will prepare a supplement to the Prospectus or, as the case may be, publish a new Prospectus for use in connection with any subsequent offering by the Issuer of Notes to be listed on the official list of the Luxembourg Stock Exchange and to be traded on the Euro MTF operated by the Luxembourg Stock Exchange.

Luxembourg Stock Exchange

This Prospectus and any Final Terms relating to the Notes which shall be admitted to trading on the Euro MTF operated by the Luxembourg Stock Exchange will be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

Interests of Natural and Legal Persons involved in the Issue/Offer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in the ordinary course of their business activities, in lending, advisory, corporate finance services, investment banking and/or commercial banking transactions with, and may perform the services for, the Issuers and their affiliates in the ordinary course of business and/or for companies involved directly or indirectly in the sector in which the Issuers and/or their affiliates operate, and for which such Dealers have received or may receive customary fees, commissions, reimbursement of expenses and indemnification. Certain of the Dealers may also have positions, deals or make markets in the Notes issued under the Program, related derivatives and reference obligations, including (but not limited to) entering into hedging

strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Dealers and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Program. Any such positions could adversely affect future trading prices of Notes issued under the Program. The Dealers 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.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or which are published simultaneously with this Prospectus and which have been filed with the Luxembourg Stock Exchange shall be incorporated in, and form part of, this Prospectus, to the extent set out below, (i) any information not specifically set out below but included in the documents incorporated by reference is given for information purposes only, and (ii) any statement contained in this Prospectus or in any document incorporated by reference in, and forming part of, this Prospectus shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any information subsequently deemed to incorporate by reference modifies or supersedes such (earlier) statement:

- the audited consolidated financial statements of Robert Bosch GmbH as of and for the fiscal year ended 31 December 2023 (prepared in accordance with IFRSs and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch - HGB*)) and the independent auditor's report thereon as contained in the Bosch Group's Annual report 2023 (English language version) consisting of
 - Consolidated income statement (page 114 of the Annual report 2023)
 - Consolidated statement of comprehensive income (page 115 of the Annual report 2023)
 - Consolidated statement of financial position (pages 116-117 of the Annual report 2023)
 - Consolidated statement of changes in equity (page 118 of the Annual report 2023)
 - Consolidated statement of cash flows (pages 119-120 of the Annual report 2023)
 - Notes to the consolidated financial statements (pages 121-240 of the Annual report 2023)
 - Independent auditor's report³³ (pages 241-245 of the Annual report 2023)

- the audited consolidated financial statements of Robert Bosch GmbH as of and for the fiscal year ended 31 December 2024 (prepared in accordance with IFRSs and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch - HGB*)) and the independent auditor's report thereon as contained in the Bosch Group's Annual report 2024 (English language version) consisting of
 - Consolidated income statement (page 89 of the Annual report 2024)
 - Consolidated statement of comprehensive income (page 90 of the Annual report 2024)
 - Consolidated statement of financial position (pages 91-92 of the Annual report 2024)
 - Consolidated statement of changes in equity (page 93 of the Annual report 2024)
 - Consolidated statement of cash flows (pages 94-95 of the Annual report 2024)
 - Notes to the consolidated financial statements (pages 96-219 of the Annual report 2024)
 - Independent auditor's report³⁴ (pages 220-224 of the Annual report 2024)

³³ The independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) refers to the consolidated financial statements and the group management report of Robert Bosch Gesellschaft mit beschränkter Haftung, Stuttgart as of and the fiscal year ended 31 December 2023 as a whole and not solely to the consolidated financial statements incorporated by reference.

³⁴ The independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) refers to the consolidated financial statements and the group management report of Robert Bosch Gesellschaft mit beschränkter Haftung, Stuttgart as of and the fiscal year ended 31 December 2024 as a whole and not solely to the consolidated financial statements incorporated by reference.

- the audited financial statements of Robert Bosch Investment Nederland B.V. for the fiscal year ended 31 December 2022 (prepared in accordance with Part 9, Book 2 of the Netherlands Civil Code and the firm pronouncements in the Guidelines for Annual Reporting in the Netherlands as issued by the Dutch Accounting Standard Board) and the independent auditor's report thereon as contained in the Financial report 2022 Robert Bosch Investment Nederland B.V., Boxtel consisting of
 - Balance sheet (page 9 of the Financial report 2022)
 - Income statement (page 10 of the Financial report 2022)
 - Notes (pages 11-35 of the Financial report 2022)
 - Independent auditor's report (pages 37-46 of the Financial report 2022)

- the audited financial statements of Robert Bosch Investment Nederland B.V. for the fiscal year ended 31 December 2023 (prepared in accordance with Part 9, Book 2 of the Netherlands Civil Code and the firm pronouncements in the Guidelines for Annual Reporting in the Netherlands as issued by the Dutch Accounting Standard Board) and the independent auditor's report thereon as contained in the Financial report 2023 Robert Bosch Investment Nederland B.V., Boxtel consisting of
 - Balance sheet (page 9 of the Financial report 2023)
 - Income statement (page 10 of the Financial report 2023)
 - Notes (pages 11-35 of the Financial report 2023)
 - Independent auditor's report (pages 37-46 of the Financial report 2023)

- the audited financial statements of Robert Bosch Finance LLC for the fiscal years ended 31 December 2024 and 2023 (prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP)) and the report of independent auditors thereon as contained in the Financial Statements Robert Bosch Finance LLC Years Ended 31 December 2024 and 2023 with report of independent auditors (the "**Financial Statements 2024 and 2023**") consisting of
 - Balance sheets (page 3 of the Financial Statements 2024 and 2023)
 - Statements of income (page 4 of the Financial Statements 2024 and 2023)
 - Statements of member's equity (page 5 of the Financial Statements 2024 and 2023)
 - Statements of cash flows (page 6 of the Financial Statements 2024 and 2023)
 - Notes to the financial statements (pages 7-16 of the Financial Statements 2024 and 2023)
 - Report of independent auditors (pages 1-2 of the Financial Statements 2024 and 2023)

The English language consolidated financial statements of Robert Bosch GmbH as of and for the fiscal years ended 31 December 2023 and 31 December 2024 and the English language independent auditor's reports thereon set out above and incorporated by reference into this Prospectus are translations of the respective German language consolidated financial statements and independent auditor's reports (*Bestätigungsvermerke des unabhängigen Abschlussprüfers*).

All documents incorporated by reference are published on the website of the Luxembourg Stock Exchange (www.luxse.com).

AVAILABILITY OF DOCUMENTS

For so long as the Program remains in effect or any Notes are outstanding, electronic copies of the following documents may be obtained at the specified offices of the Fiscal Agent (Deutsche Bank Aktiengesellschaft) and the Listing Agent in Luxembourg (free of charge), namely:

- (a) this Prospectus;
- (b) any Final Terms relating to Notes which are listed on any stock exchange (in case of any Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available for inspection by the relevant Holders);
- (c) copies of the audited consolidated financial statements of Robert Bosch GmbH as of and for the fiscal years ended 31 December 2023 and 31 December 2024;
- (d) copies of the audited financial statements of Robert Bosch Investment Nederland B.V. as of and for the fiscal years ended 31 December 2023 and 31 December 2022;
- (e) copies of the audited financial statements of Robert Bosch Finance LLC as of and for the fiscal years ended 31 December 2024 and 2023;
- (f) the constitutional documents of each of the Issuers; and
- (g) the Guarantee.

Robert Bosch GmbH, Robert Bosch Investment Nederland B.V. or Robert Bosch Finance LLC do not produce interim reports.

ADDRESSES

REGISTERED OFFICES OF THE ISSUERS

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70839 Gerlingen
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State of Delaware
United States of America

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Federal Republic of Germany

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