

This document constitutes a supplement (the "**Supplement**") pursuant to section 16 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*).



**1<sup>st</sup> Supplement dated 16 April 2019**

to the

**Base Prospectus dated 14 December 2018  
for Securities with Single-Underlying (without capital protection) I**  
under the Euro 50,000,000,000 Debt Issuance Programme of  
**UniCredit Bank AG**  
Munich, Federal Republic of Germany

(the "**Base Prospectus**")

This Supplement is to be read and construed in conjunction with the Base Prospectus and, in connection with any issue of securities thereunder, with the relevant Final Terms. Therefore, with respect to issues under the Base Prospectus, references in the Final Terms to the Base Prospectus are to be read as references to the Base Prospectus as amended and supplemented.

**UniCredit Bank AG accepts responsibility for the information contained in this Supplement and declares that the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and that no material information has been omitted.**

**Investors who have already agreed to purchase or subscribe for securities which are issued under the Base Prospectus before the Supplement is published shall have the right, exercisable within two working days after the publication of the Supplement, to withdraw their acceptances in the event that a new factor or an inaccuracy arose before the final closing of the offer of such Securities to the public and the delivery of the Securities, pursuant to section 16 paragraph 3 of the German Securities Prospectus Act.**

**UniCredit Bank AG, LCD6L3 Structured Solutions, Arabellastraße 12, 81925 Munich, Germany, fax no.: +49-89-378 13944, has been appointed as recipient for the revocation notices according to section 16 paragraph 3 in connection with section 8 paragraph 1 sentence 4 of the German Securities Prospectus Act.**

**This Supplement, the Base Prospectus as well as any further supplements to the Base Prospectus are published on the website [www.onemarkets.de/basisprospekte](http://www.onemarkets.de/basisprospekte). The Issuer may replace this website by any successor website which will be published by notice in accordance with the General Conditions of the Base Prospectus.**

Material inaccuracies in relation to the Base Prospectus have been noted since its approval on 14 December 2018. The reason for its incorrectness is a clerical error in the description of the payment of the "Additional Conditional Amount (k)" in relation to a "Lock-in Event" for Product Type 10, which leaves room for interpretation regarding the payment of the "Additional Conditional Amount (k)". In order to remove the possibility of a misinterpretation regarding the payment of the "Additional Conditional Amount (k)" under these Securities, the Base Prospectus shall be amended as follows:

1. On page 28 of the Base Prospectus, in the section "SUMMARY", "Element C.15 - Effect of the underlying on the value of the securities", Product Type 10, the definition of "Additional Conditional Amount Payment Level (k)" is inaccurate and no longer accurately reflects the description in its supplemented form (cf. No. 2 below). Therefore the following paragraph shall be deleted:

"

[If a Lock-in Event has occurred on any Observation Date (k) the Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) and on any subsequent Additional Conditional Amount Payment Date (k), regardless if an Additional Conditional Amount Payment Event has occurred or not.]

"

and shall be replaced with:

"

[If a Lock-in Event has occurred on any Observation Date (k) the Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) and on any subsequent Additional Conditional Amount Payment Date (k), regardless if an Additional Conditional Amount Payment Event (k) has occurred or not. The Additional Conditional Amount (k) will be paid only once on each Additional Conditional Amount Payment Date (k), even if on any Observation Date (k) following the occurrence of a Lock-in Event an Additional Conditional Amount Payment Event (k) has occurred.]

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2. On page 108 of the Base Prospectus, in the section "DESCRIPTION OF THE SECURITIES", "Product Type 10: Lock-in Cash Collect Securities", under the heading "Additional Conditional Amount (k)", the description is inaccurate and no longer accurately reflects the terms and conditions in their supplemented form (cf. No. 3 below). Therefore the following paragraph shall be deleted:

"

In the case of Lock-in Consolidation Cash Collect, the following applies: If a Lock-in Event (s. below) has occurred on any Observation Date (k) the Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) and on any subsequent Additional Conditional Amount Payment Date (k), regardless if an Additional Conditional Amount Payment Event has occurred or not.

"

and shall be replaced with:

"

In the case of Lock-in Consolidation Cash Collect, the following applies: If a Lock-in Event (s. below) has occurred on any Observation Date (k) the Additional Conditional

Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) and on any subsequent Additional Conditional Amount Payment Date (k), regardless if an Additional Conditional Amount Payment Event (k) has occurred or not. The Additional Conditional Amount (k) will be paid only once on each Additional Conditional Amount Payment Date (k), even if on any Observation Date (k) following the occurrence of a Lock-in Event an Additional Conditional Amount Payment Event (k) has occurred.

"

3. On page 228 of the Base Prospectus, in the section " PART C – SPECIAL CONDITIONS OF THE SECURITIES – Product Type 7-14", under the instruction reading "*[In the case of Cash Collect Securities (Relax) (In Fine), Lock-in (Consolidation) Cash Collect, Geared Put Cash Collect, the following applies:]*", the provision regarding the "Additional Conditional Amount (k)" is inaccurate (cf. reason for this Supplement). Therefore the following paragraph shall be deleted:

"

- (2) *Additional Conditional Amount (k):* If an Additional Conditional Amount Payment Event (k) has occurred on an Observation Date (k) [and if no Barrier Event has occurred on or prior to this Observation Date (k)], [*In the case of Cash Collect Relax, Lock-in (Consolidation) Cash Collect, Geared Put Cash Collect, the following applies:* the [respective] Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. [*In the case of Lock-in Consolidation Cash Collect the following applies:* If a Lock-in Event has occurred on any Observation Date (k) the Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) and on any subsequent Additional Conditional Amount Payment Date (k), regardless if an Additional Conditional Amount Payment Event has occurred or not.]] [*In the case of Cash Collect In Fine, the following applies:* the respective Additional Conditional Amount (k) shall be recorded. If no Additional Conditional Amount Payment Event (k) has occurred on this respective Observation Date (k), no Additional Conditional Amount (k) will be recorded in respect to this date.

"

and shall be replaced with:

"

- (2) *Additional Conditional Amount (k):* If an Additional Conditional Amount Payment Event (k) has occurred on an Observation Date (k) [and if no Barrier Event has occurred on or prior to this Observation Date (k)], [*In the case of Cash Collect Relax, Lock-in (Consolidation) Cash Collect, Geared Put Cash Collect, the following applies:* the [respective] Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. [*In the case of Lock-in Consolidation Cash Collect the following applies:* If a Lock-in Event has occurred on any Observation Date (k) the Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k) and on any subsequent Additional Conditional Amount Payment Date (k), regardless if an Additional Conditional Amount Payment Event (k) has occurred or not.

The Additional Conditional Amount (k) will be paid only once on each Additional Conditional Amount Payment Date (k), even if on any Observation Date (k) following the occurrence of a Lock-in Event an Additional Conditional Amount Payment Event (k) has occurred.]] *[In the case of Cash Collect In Fine, the following applies:* the respective Additional Conditional Amount (k) shall be recorded. If no Additional Conditional Amount Payment Event (k) has occurred on this respective Observation Date (k), no Additional Conditional Amount (k) will be recorded in respect to this date.

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