

DAIMLER

\$3,000,000,000

Daimler Finance North America LLC

Farmington Hills, Michigan, USA

\$1,500,000,000 0.750% Notes due March 1, 2024**\$1,000,000,000 1.450% Notes due March 2, 2026****\$500,000,000 2.450% Notes due March 2, 2031**

with an unconditional and irrevocable guarantee as to payment of principal and interest from
Daimler AG

The \$1,500,000,000 0.750% notes due March 1, 2024 (the “**2024 Notes**”) will bear interest at a rate of 0.750% per year. The \$1,000,000,000 1.450% notes due March 2, 2026 (the “**2026 Notes**”) will bear interest at a rate of 1.450% per year. The \$500,000,000 2.450% notes due March 2, 2031 (the “**2031 Notes**” and, together with the 2024 Notes and the 2026 Notes, the “**Notes**”) will bear interest at a rate of 2.450% per year. Daimler Finance North America LLC (the “**Issuer**”) will pay interest on the 2024 Notes on March 1 and September 1 of each year, beginning on September 1, 2021, as described in this Offering Memorandum (the “**Offering Memorandum**”). The Issuer will pay interest on the 2026 Notes and the 2031 Notes on March 2 and September 2 of each year, beginning, in each case, on September 2, 2021. The Notes of each series will be issued only in denominations of \$150,000 and in integral multiples of \$1,000 in excess thereof. The 2024 Notes will mature on March 1, 2024, unless redeemed prior to maturity as contemplated below. The 2026 Notes will mature on March 2, 2026, unless redeemed prior to maturity as contemplated below. The 2031 Notes will mature on March 2, 2031, unless redeemed prior to maturity as contemplated below.

The Issuer may, at its option, redeem each series of the Notes in whole or in part at any time on the terms set forth in this Offering Memorandum under “*Description of the Notes and Guarantees—Optional Make-Whole Redemption.*” The Issuer may also, at its option, redeem the Notes of any series in whole but not in part at 100% of their principal amount then outstanding plus accrued interest if certain tax events occur as described in this Offering Memorandum under “*Description of the Notes and Guarantees—Optional Tax Redemption.*” The Notes will not be subject to any sinking fund requirements. See “*Description of the Notes and Guarantees.*”

The Notes will constitute direct, general and unconditional obligations of the Issuer which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated debt obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. The Notes will be unconditionally and irrevocably guaranteed by Daimler AG (the “**Guarantor**”). The Guarantor’s guarantees of the Notes (the “**Guarantees**” and, together with the Notes, the “**Securities**”) will constitute direct, general and unconditional obligations of the Guarantor which will at all times rank equally in right of payment with all present and future unsecured and unsubordinated debt obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. See “*Description of the Notes and Guarantees—Ranking.*”

The Initial Purchasers (as defined in this Offering Memorandum under “*Plan of Distribution*”) are offering the Securities in the United States to “qualified institutional buyers” (“**QIBs**”), as defined in, and in reliance on, Rule 144A (“**Rule 144A**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”). In addition, the Initial Purchasers are offering the Notes outside the United States to non-U.S. persons, as defined in, and in reliance on, Regulation S (“**Regulation S**”) under the Securities Act.

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

Investing in the Notes involves risks. See “Risk Factors” beginning on page 16 of this Offering Memorandum.

Issue Price:

**99.820% of the principal amount of the 2024 Notes,
 99.875% of the principal amount of the 2026 Notes and
 99.965% of the principal amount of the 2031 Notes,
 plus, in each case above, accrued interest, if any, from March 2, 2021**

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

The Initial Purchasers expect to deliver the Notes to purchasers in book-entry form only through the facilities of The Depository Trust Company (“**DTC**”) for the benefit of its direct and indirect participants (including Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream**”)) on or about March 2, 2021.

Joint Book-Running Managers

BofA Securities

Credit Agricole CIB

J.P. Morgan

Mizuho Securities

MUFG

SOCIETE GENERALE

Standard Chartered Bank AG

SMBC Nikko

The date of this Offering Memorandum is February 25, 2021.

You should only rely on the information contained in or incorporated by reference into this Offering Memorandum when making a decision whether to invest in the Notes. None of the Issuer, the Guarantor or any Initial Purchaser has authorized any other person to provide you with different or, except as otherwise contemplated herein, additional information. If anyone provides you with such information, you should not rely on it. You should assume that the information appearing in or incorporated by reference into this Offering Memorandum is only accurate as of the date on the front cover of this Offering Memorandum or the date of the document incorporated by reference, respectively. The Issuer's and the Guarantor's business, financial condition, results of operations and prospects may have changed since such dates.

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

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

The Issuer and the Guarantor have furnished the information in this Offering Memorandum. The Initial Purchasers make no representation or warranty, expressed or implied, as to the accuracy or completeness of such information, and nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers. None of the Issuer, the Guarantor or the Initial Purchasers, or any of their respective representatives, makes any representation to any offeree or purchaser of the Notes offered hereby regarding the legality of an investment by such offeree or purchaser under applicable legal investment or similar laws. You should consult with your own advisors as to legal, tax, business, financial and related aspects of a purchase of the Notes.

IN CONNECTION WITH THE OFFERING, EACH OF BOFA SECURITIES, INC., CREDIT AGRICOLE SECURITIES (USA) INC., J.P. MORGAN SECURITIES LLC, MIZUHO SECURITIES USA LLC, MUFG SECURITIES AMERICAS INC., SG AMERICAS SECURITIES, LLC, STANDARD CHARTERED BANK AG AND SMBC NIKKO SECURITIES AMERICA, INC. MAY PURCHASE AND SELL NOTES IN THE OPEN MARKET. THESE TRANSACTIONS MAY INCLUDE OVER-ALLOTMENT, SYNDICATE COVERING AND STABILIZING TRANSACTIONS. OVER-ALLOTMENT TRANSACTIONS INVOLVE SALES OF NOTES IN EXCESS OF THE PRINCIPAL AMOUNT OF THE NOTES TO BE PURCHASED IN THE OFFERING, WHICH CREATES A SHORT POSITION. SYNDICATE COVERING TRANSACTIONS INVOLVE PURCHASES OF NOTES IN THE OPEN MARKET AFTER THE DISTRIBUTION HAS BEEN COMPLETED IN ORDER TO COVER SHORT POSITIONS CREATED. STABILIZING TRANSACTIONS CONSIST OF CERTAIN BIDS OR PURCHASES OF NOTES MADE FOR THE PURPOSE OF PEGGING, FIXING OR MAINTAINING THE PRICE OF THE NOTES. ANY STABILIZATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY BOFA SECURITIES, INC., CREDIT AGRICOLE SECURITIES (USA) INC., J.P. MORGAN SECURITIES LLC, MIZUHO SECURITIES USA LLC, MUFG SECURITIES AMERICAS INC., SG AMERICAS SECURITIES, LLC, STANDARD CHARTERED BANK AG AND SMBC NIKKO SECURITIES AMERICA, INC. OR PERSON(S) ACTING ON BEHALF OF BOFA SECURITIES, INC., CREDIT AGRICOLE SECURITIES (USA) INC., J.P. MORGAN SECURITIES LLC, MIZUHO SECURITIES USA LLC, MUFG SECURITIES AMERICAS INC., SG AMERICAS SECURITIES, LLC, STANDARD CHARTERED BANK AG AND SMBC NIKKO SECURITIES AMERICA, INC. IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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

Notice to Prospective Investors in the European Economic Area

This Offering Memorandum is not a prospectus for the purposes of the European Union (the “EU”) Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”).

Prohibition of Sales to Retail Investors in the EEA

The Securities 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 (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 Directive 2014/65/EU, as amended (“**MiFID II**”) or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the “**PRIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation

MiFID II Product Governance / Target Market

Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (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 Securities (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

Notice to Prospective Investors in the United Kingdom

This Offering Memorandum is directed solely at persons who (i) are investment professionals, as such term is defined in Article 19(5) of the Financial Promotion Order, (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) in connection with the issue or sale of any Securities may otherwise be lawfully communicated or caused to be communicated (all such persons together being referred to as “**Relevant Persons**”). This Offering Memorandum must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this Offering Memorandum relate is available only to Relevant Persons and will be engaged in only with Relevant Persons. Any person who is not a Relevant Person should not act or rely on this Offering Memorandum or any of its contents. Securities are not being offered to the public in the United Kingdom. The expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of the domestic law by virtue of the EUWA.

Prohibition of Sales to Retail Investors in the United Kingdom

The Securities 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 (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 Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning 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 Securities or otherwise making them available to retail investors in the UK has been prepared and, therefore, offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

UK MiFIR Product Governance / Target Market

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

TABLE OF CONTENTS

	<u>Page</u>
General Information.....	1
Summary.....	6
Risk Factors	16
Use of Proceeds	32
Capitalization.....	33
Description of the Notes and Guarantees.....	34
Book-Entry; Delivery and Form	44
United States Federal Income Tax Considerations	48
Plan of Distribution.....	51
Transfer Restrictions.....	57
Validity of Securities	60

Unless otherwise specified, in this Offering Memorandum, “**we**,” “**us**,” “**our**,” “**Daimler**,” the “**Daimler Group**” or the “**Group**” refers to Daimler AG and its consolidated subsidiaries, or any one or more of them, as the context may require. The “**Guarantor**” refers to Daimler AG. References to the “**Issuer**” refer to Daimler Finance North America LLC.

As used in this Offering Memorandum, “**euro**,” “**EUR**” or “**€**” means the currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Union, as amended from time to time; “**U.S. dollar**,” “**U.S.\$**,” “**USD**” or “**\$**” means the lawful currency of the United States; “**Germany**” means the Federal Republic of Germany; and “**United States**” means the United States of America.

Daimler’s ordinary shares were listed on the New York Stock Exchange until June 4, 2010. Daimler ceased to be a registrant with the U.S. Securities and Exchange Commission (the “**SEC**”) effective September 7, 2010 and, in connection therewith, ceased making filings with the SEC on June 8, 2010.

The Guarantor, the Issuer and the Initial Purchasers reserve the right in their absolute discretion to reject any subscription for the Notes or offer to purchase Notes.

GENERAL INFORMATION

Presentation of Financial Data

The audited consolidated financial statements of Daimler AG and its subsidiaries as of and for the years ended December 31, 2020 and December 31, 2019 have been prepared in accordance with Section 315e of the German Commercial Code (*Handelsgesetzbuch*, “**HGB**”) and International Financial Reporting Standards and related interpretations, as issued by the International Accounting Standards Board (“**IASB**”) and as adopted by the European Union (“**IFRS**”). The financial information and related discussion and analysis included or incorporated by reference in this Offering Memorandum are presented in euro except as otherwise specified. Unless otherwise specified, the financial information analysis included or incorporated by reference in this Offering Memorandum is based on the audited consolidated financial statements of Daimler AG and its subsidiaries as of and for the years ended December 31, 2020 and December 31, 2019.

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

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

Non-GAAP Financial Measures

In the 2020 Annual Report Excerpts (as defined in this Offering Memorandum), the 2019 Annual Report Excerpts (as defined in this Offering Memorandum) and this Offering Memorandum, Daimler presents some or all of the following financial measures: value added, net assets, net operating profit, free cash flow of the industrial business, adjusted free cash flow of the industrial business, operating cash flow before interest and taxes, cash conversion rate, net liquidity of the industrial business, net debt, adjusted EBIT, adjusted return on equity and adjusted return on sales of the Daimler Group or of individual segments. These are non-GAAP financial measures. A non-GAAP financial measure is generally defined as one that purports to measure historical or future financial performance, financial position or cash flows but excludes or includes amounts that would not be so adjusted in the most comparable GAAP measure. In particular, non-GAAP financial measures are not governed by IFRS and other companies may not compute these non-GAAP measures using the same method as Daimler. Therefore, these measures may not be comparable with measures with the same or similar title that are reported by other companies. A definition has been provided for each non-GAAP financial measure, together with a reconciliation to the most directly comparable IFRS measure.

The non-GAAP measures presented in this Offering Memorandum, or incorporated by reference herein, should not be viewed in isolation as an alternative to total assets, total assets of the industrial business, earnings before interest and taxes (“**EBIT**”), net profit (loss), cash provided by (used for) operating activities, cash used for investing activities, cash, the financing liabilities reported in Daimler’s consolidated balance sheet or other financial information presented in accordance with IFRS. You are urged to review the reconciliations of the non-GAAP measures to the closest IFRS financial measures and other financial information contained in this Offering Memorandum. You are also urged not to rely on any single financial measure to evaluate Daimler but instead to form your view on Daimler and an investment in the Notes with reference to Daimler’s audited annual consolidated financial statements incorporated by reference herein and the other information presented in this Offering Memorandum.

Presentation of Market Information

Market information (including market share, market position and industry data for our operating activities) or other statements presented or incorporated by reference in this Offering Memorandum regarding our position relative to our competitors largely reflect the best estimates of our management. These estimates are based upon information obtained from customers, trade or business organizations and associations, other contacts within the

industries in which we operate and, in some cases, upon published statistical data or information from analysts and independent third parties. The principal sources generally used include IHS Markit and the German Association of the Automotive Industry (*Verband der Automobilindustrie e. V. (VDA)*). You should not rely on the market share and other market information presented or incorporated by reference herein as precise measures of market share or of other actual conditions.

Available Information

At any time when the Guarantor is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, the Issuer and the Guarantor will make available on request to each holder in connection with any resale of the Notes and to any prospective purchaser of such Notes from such holder, in each case upon request, the information specified in and meeting the requirements of Rule 144A(d)(4) under the Securities Act.

A copy of the Fiscal Agency Agreement (as defined in this Offering Memorandum under “*Description of the Notes and Guarantees*”) is available to prospective investors in the Notes upon request, at no charge, from The Bank of New York Mellon.

Independent Accountants

The independent auditors of the Guarantor are, at present, KPMG AG Wirtschaftsprüfungsgesellschaft (“**KPMG**”), Theodor-Heuss-Straße 5, 70174 Stuttgart, Federal Republic of Germany. KPMG is a member of the German chamber of public accountants (*Wirtschaftsprüferkammer*), Rauchstraße 26, 10787 Berlin, Federal Republic of Germany.

KPMG has audited our consolidated financial statements as of and for the years ended December 31, 2020 and December 31, 2019. The independent auditors’ reports can be found on p. 255-263 of the 2020 Annual Report Excerpts¹ and on p. 331-339 of the 2019 Annual Report Excerpts².

Incorporation of Certain Information by Reference

This Offering Memorandum incorporates by reference, and should be read and construed in conjunction with, the following information:

-
- ¹ The independent auditor’s report on p. 255-263 of the 2020 Annual Report Excerpts incorporated by reference into this Offering Memorandum has been prepared in accordance with Section 322 of the HGB and refers to the complete consolidated financial statements, comprising the statement of income (loss), statement of comprehensive income (loss), statement of financial position, statement of changes in equity, statement of cash flows and notes to the consolidated financial statements and the report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2020. The complete combined management report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2020 as covered by the independent auditor’s report is not incorporated by reference in this Offering Memorandum.
- ² The independent auditor’s report on p. 331-339 of the 2019 Annual Report Excerpts incorporated by reference into this Offering Memorandum has been prepared in accordance with Section 322 of the HGB and refers to the complete consolidated financial statements, comprising the statement of income (loss), statement of comprehensive income (loss), statement of financial position, statement of changes in equity, statement of cash flows and notes to the consolidated financial statements and the report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2019. The complete combined management report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2019 as covered by the independent auditor’s report is not incorporated by reference in this Offering Memorandum.

Table of Documents Incorporated by Reference

Pages Incorporated

A. The following sections of the Daimler AG Annual Report 2020:

To Our Shareholders—The Board of Management; —Report of the Supervisory Board; —The Supervisory Board	13-22
Combined Management Report—Corporate Profile; —Economic Conditions and Business Development; —Profitability, Liquidity and Capital Resources, Financial Position; —Daimler AG (condensed version in accordance with HGB) ³ ; —Non-Financial Declaration; —Overall Assessment of the Economic Situation; —Events after the Reporting Period; —Remuneration Report; —Takeover-Relevant Information and Explanation	37-113
Corporate Governance (excluding “Report of the Audit Committee”).....	136; 140-153
Consolidated Financial Statements	154-252
Further Information—Independent Auditor’s Report ⁴	255-263
(together, the “ 2020 Annual Report Excerpts ”)	

B. The following sections of the Daimler AG Annual Report 2019:

Combined Management Report—Corporate Profile; —Economic Conditions and Business Development; —Profitability; —Liquidity and Capital Resources; —Financial Position; ⁵	60-88
Consolidated Financial Statements	222-327
Further Information—Independent Auditor’s Report ⁶	331-339
(together, the “ 2019 Annual Report Excerpts ”)	

The information contained in each document incorporated by reference herein is given as of the date of such document. Such information shall be deemed to be incorporated in, and form part of, this Offering Memorandum, save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Memorandum to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Memorandum.

You may obtain a copy of the 2020 Annual Report Excerpts and the 2019 Annual Report Excerpts by

³ The sub-sections “Risks and opportunities” and “Outlook” therein and any references therein to such sections in the Daimler AG Annual Report 2020 are not incorporated by reference herein.

⁴ The independent auditor’s report on p. 255-263 of the 2020 Annual Report Excerpts incorporated by reference into this Offering Memorandum has been prepared in accordance with Section 322 of the HGB and refers to the complete consolidated financial statements, comprising the statement of income (loss), statement of comprehensive income (loss), statement of financial position, statement of changes in equity, statement of cash flows and notes to the consolidated financial statements and the report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2020. The complete combined management report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2020 as covered by the independent auditor’s report is not incorporated by reference in this Offering Memorandum.

⁵ The sub-sections “Risks and opportunities” and “Outlook” therein and any references therein to such sections in the Daimler AG Annual Report 2019 are not incorporated by reference herein.

⁶ The independent auditor’s report on p. 331-339 of the 2019 Annual Report Excerpts incorporated by reference into this Offering Memorandum has been prepared in accordance with Section 322 of the HGB and refers to the complete consolidated financial statements, comprising the statement of income (loss), statement of comprehensive income (loss), statement of financial position, statement of changes in equity, statement of cash flows and notes to the consolidated financial statements and the report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2019. The complete combined management report on the position of Daimler AG and the Group for the business year from January 1 to December 31, 2019 as covered by the independent auditor’s report is not incorporated by reference in this Offering Memorandum.

visiting our website at:

- <https://www.daimler.com/documents/investors/reports/annual-report/daimler/daimler-ir-annual-report-2020-incl-combined-management-report-daimler-ag.pdf> for the 2020 Annual Report Excerpts; and
- <https://www.daimler.com/documents/investors/reports/annual-report/daimler/daimler-ir-annual-report-2019-incl-combined-management-report-daimler-ag.pdf> for the 2019 Annual Report Excerpts;

or by writing to us at the address below:

Daimler AG
Investor Relations, HPC F343
70546 Stuttgart
Federal Republic of Germany
+49 711 17 92262
order.print@daimler.com

Other than the sections specified above and specifically incorporated by reference in this Offering Memorandum, such documents do not form part of this Offering Memorandum and the contents of Daimler's internet website do not form part of this Offering Memorandum and, in each case, should not be relied upon for the purposes of forming an investment decision with respect to the Notes.

Jurisdiction and Service of Process in the United States and Enforcement of Foreign Judgments in Germany

Daimler is a stock corporation (*Aktiengesellschaft*) organized under the laws of Germany. Most of the members of Daimler's supervisory and management boards are citizens or residents of countries other than the United States, and their assets may be located outside the United States. As a result, you may not be able to effect service of process within the United States on such persons, or to enforce judgments of courts of the United States against them, whether or not predicated upon the civil liability provisions of the securities laws of the United States or any state or territory within the United States. In general, the enforcement of a final judgment of a United States court requires a declaration of enforceability by a German court in a special proceeding.

Under German law, a stock corporation (*Aktiengesellschaft*) may indemnify its officers, and, under certain circumstances, German labor law requires a stock corporation (*Aktiengesellschaft*) to do so. However, a stock corporation (*Aktiengesellschaft*) may not, as a general matter, indemnify members of the management board or the supervisory board. Certain limited exceptions may apply if the indemnification is in the legitimate interest of the stock corporation (*Aktiengesellschaft*). Daimler's articles of incorporation do not contain provisions regarding the indemnification of its directors and officers. A German stock corporation (*Aktiengesellschaft*) may purchase directors' and officers' insurance. Daimler has obtained liability insurance for members of its supervisory board and its management board and certain of its officers. This includes insurance against liabilities under the Securities Act.

Forward-Looking Statements

This Offering Memorandum, including the documents incorporated herein by reference, contains forward-looking statements that reflect our current views about future events. The words "anticipate", "assume", "believe", "estimate", "expect", "intend", "may", "can", "could", "plan", "project", "should" and similar expressions are used to identify forward-looking statements. These statements are subject to many risks and uncertainties, including an adverse development of global economic conditions, in particular a decline of demand in our most important markets; a deterioration of our refinancing possibilities on the credit and financial markets; events of force majeure including natural disasters, pandemics, acts of terrorism, political unrest, armed conflicts, industrial accidents and their effects on our sales, purchasing, production or financial services activities; changes in currency exchange rates, customs and foreign trade provisions; a shift in consumer preferences towards smaller, lower-margin vehicles; a possible lack of acceptance of our products or services which limits our ability to achieve prices and adequately utilize our production capacities; price increases for fuel or raw materials; disruption of production due to shortages of materials, labor strikes or supplier insolvencies; a decline in resale prices of used vehicles; the effective implementation of cost-reduction and efficiency-optimization measures; the business outlook for companies in which we hold a significant equity interest; the successful implementation of strategic co-operations and joint ventures; changes in laws, regulations and government policies, particularly those relating to vehicle emissions, fuel economy and safety; the resolution of pending governmental investigations or of investigations requested by governments

and the conclusion of pending or threatened future legal proceedings; and other risks and uncertainties, some of which we describe under the heading “*Risk Factors*” in this Offering Memorandum. If any of these risks and uncertainties materializes, or if the assumptions underlying any of our forward-looking statements prove to be incorrect, the actual results may be materially different from those we express or imply by such statements. We do not intend or assume any obligation to update these forward-looking statements since they are based solely on the circumstances at the date of publication.

Exchange Rate Information

We publish our consolidated financial statements in euro. The following table shows noon buying rates for euro, expressed as U.S. dollars per EUR1.00, for the periods and dates indicated, as reported by the Federal Reserve Bank of New York. On January 1, 2009, the Federal Reserve Bank of New York discontinued daily publication of noon buying rates. As of the date of this Offering Memorandum, noon buying rates are published on a weekly basis by the Federal Reserve Bank of New York. The following tables have been set out solely for the purpose of convenience.

Year ended December 31,	High	Low	Average¹	Period End
2016	1.1516	1.0375	1.1029	1.0552
2017	1.2041	1.0416	1.1396	1.2022
2018	1.2488	1.1281	1.1785	1.1456
2019	1.1524	1.0905	1.1184	1.1227
2020	1.2280	1.0682	1.1475	1.2230

¹ The average of the noon buying rates on the last business day of each month during the relevant period.

Month	High	Low
September 2020	1.1949	1.1618
October 2020	1.1870	1.1647
November 2020	1.1948	1.1634
December 2020	1.2280	1.2039
January 2021	1.2295	1.2099
February 2021 (through February 19, 2021)	1.2136	1.1974

SUMMARY

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

The Guarantor and the Daimler Group

The Daimler Group, which includes Daimler AG and its consolidated subsidiaries, is one of the globally leading vehicle manufacturers, with a wide range of premium cars, trucks, vans and buses. The Group's product portfolio also includes a range of customized financial services and mobility services. Daimler AG is the parent company of the Daimler Group.

With the new corporate structure, effective as of January 1, 2020, the Group's business operations under the umbrella of Daimler AG are no longer managed in five divisions, but in three segments: Mercedes-Benz Cars & Vans, Daimler Trucks & Buses, and Daimler Mobility. Mercedes-Benz AG is responsible for the business of Mercedes-Benz Cars & Vans and Daimler Truck AG combines the activities of Daimler Trucks & Buses. Daimler Financial Services AG, which had already been legally independent for many years, was renamed as Daimler Mobility AG in July 2019. The Group's business operations are expected to be affected by the spin-off of Daimler's Truck & Bus business currently being evaluated. Please see "*Recent Developments*" for more information regarding this proposed spin-off.

In 2020, Daimler posted revenues of €154.3 billion (2019: €172.7 billion). The individual segments contributed to this total in 2020 as follows: Mercedes-Benz Cars & Vans 62% (2019: Mercedes-Benz Cars, 52% and Mercedes-Benz Vans 8%), Daimler Trucks & Buses 22% (2019: Daimler Trucks, 22% and Daimler Buses 3%) and Daimler Mobility 17% (2019: 15%).

Mercedes-Benz Cars & Vans

The products supplied by Mercedes-Benz Cars consist of the premium automobiles of the Mercedes-Benz umbrella brand which is supplemented by the sub-brands Mercedes-EQ, Mercedes-AMG and Mercedes-Maybach, as well as by the Mercedes me brand. The most important markets for Mercedes-Benz Cars in 2020 were China with 36% of unit sales (2019: 29%), Germany with 14% of unit sales (2019: 14%), the other European markets with 24% of unit sales (2019: 28%), and the United States with 12% of unit sales (2019: 13%). In addition to China, South Korea and Japan were the largest Asian markets for Mercedes-Benz Cars in 2020.

The product range of Mercedes-Benz Vans comprises a portfolio of vans and related services. The models offered in the commercial segment comprise the Sprinter large van, the Vito mid-size van (marketed as the "Metris" in the United States) and the Citan urban delivery van. In the private customer segment, Mercedes-Benz Vans offers the V-Class full-size MPV and Marco Polo camper vans and recreational vehicles. Within the framework of its eDrive@VANS activities, Mercedes-Benz Vans is moving forward with the electrification of the van model segment with the eVito, the eVito Tourer, the eSprinter and the first all-electric full-size MPV from Mercedes-Benz – the EQV. The division has manufacturing facilities in Germany, Spain, the United States and Argentina and also produces vehicles in the Fujian Benz Automotive Co. Ltd. joint venture in China. Production of the Citan is part of the strategic alliance with Renault-Nissan-Mitsubishi. The most important markets for vans in 2020 were in the EU30 region (European Union, the United Kingdom, Switzerland and Norway) with 65% of unit sales (2019: 68%), North America with 15% of unit sales (2019: 13%) and Asia with 10% of unit sales (2019: 9%).

Daimler Trucks & Buses

Daimler Trucks & Buses operates a global network in which it produces trucks under the brands Mercedes-Benz, Freightliner, Western Star, FUSO and BharatBenz and buses under the brands Mercedes-Benz, Setra, Thomas Built Buses and FUSO. In China, Beijing Foton Daimler Automotive Co., Ltd. (BFDA), a joint venture with the Chinese partner Beiqi Foton Motor Co., Ltd., has been producing trucks under the Auman brand name since 2012. Daimler Trucks' product range includes light-, medium- and heavy-duty trucks for

long-distance, distribution and construction-site haulage, as well as special vehicles that are used mainly in municipal applications. Daimler Trucks' most important sales markets in 2020 were North America with 39% of unit sales (2019: 41%), Asia with 27% of unit sales (2019: 28%) and the EU30 region (European Union, the United Kingdom, Switzerland and Norway) with 17% of unit sales (2019: 16%). The Daimler Buses product range comprises city and inter-city buses, touring coaches and bus chassis. Whereas we mainly sell complete buses in Europe, our business in Latin America, Mexico, Africa and Asia focuses on the production and distribution of bus chassis. Daimler Buses' most important sales markets in 2020 were the EU30 region (European Union, the United Kingdom, Switzerland and Norway) with 37% (2019: 68%) and Latin America with 38% of unit sales (2019: 15%).

Daimler Mobility

The Daimler Mobility division supports the sales of the Daimler Group's automotive brands worldwide with tailored mobility and financial services. These services range from customized leasing and financing packages and insurance solutions to flexible subscription and rental models and fleet management services for business customers. The mobility ecosystem is rounded out by flexible-use services such as Mercedes-Benz Rent (rental vehicles) as well as investments in companies that offer mobility services. Along with the services offered by the YOUR NOW joint ventures, Daimler Mobility also provides premium ride-hailing services with luxury vehicles via StarRides and Blacklane.

The Guarantor

Daimler AG, the Guarantor, is a stock corporation (*Aktiengesellschaft*) organized under the laws of the Federal Republic of Germany, registered at the commercial register of the Stuttgart district court under HRB 19360, with its executive offices at Mercedesstraße 120, 70327 Stuttgart, Federal Republic of Germany, telephone +49-711 17-0. It was incorporated on May 6, 1998 under the name DaimlerChrysler AG. On October 19, 2007, following the transfer of a majority interest in Chrysler, it changed its corporate name from DaimlerChrysler AG to Daimler AG.

The Issuer

The Issuer was formed on July 23, 2007 as a limited liability company under the laws of the State of Delaware. The address of the Issuer's registered office is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States of America, with its business seat c/o Daimler North America Corporation, 36455 Corporate Drive, Farmington Hills, Michigan 48331, United States of America, Tel. +1-201- 991-6668. Daimler Finance North America LLC is the Issuer's legal and commercial name. The Issuer is a wholly-owned subsidiary of Daimler North America Corporation, which in turn is a wholly-owned subsidiary of Daimler AG. The Issuer does not have any subsidiaries of its own.

Recent Developments

On February 3, 2021, the Board of Management of Daimler AG, with the consent of the Supervisory Board, decided to evaluate a spin-off of Daimler Trucks & Buses including a transfer of significant parts of the related financial services business (together, "**Daimler Truck**") from the Daimler Mobility segment, and to begin preparations for a separate listing of Daimler Truck targeted before the end of 2021. Within the framework of the proposed transaction, as is currently contemplated, it is intended that a significant majority stake in Daimler Truck will be distributed to Daimler AG's existing shareholders. Daimler AG intends to maintain a minority interest in Daimler Truck after the completion of the proposed spin-off. Shareholder approval could be granted at an extraordinary shareholders' meeting of Daimler AG currently targeted for the end of the third quarter of 2021. Upon the completion of the spin-off, it is envisaged that Daimler Truck will have fully independent management and a stand-alone corporate governance framework (including a Chairman of its Supervisory Board who is independent from the management of Daimler). The transaction and the listing of Daimler Truck on the Frankfurt stock exchange is targeted to be completed before year-end 2021. It is also Daimler AG's intention to rename itself as "Mercedes-Benz" at the appropriate time.

As noted above, the scope of the proposed separation has not yet been finalized, and Daimler AG only expects to be able to provide details on various financial and technical subjects, including historical financial statements and any pro forma financial information, the specific assets to be separated, the exact stake to be listed and the allocation ratio, at a date closer to the extraordinary shareholders' meeting to approve the contemplated spin-off. However, as reflected in Daimler AG's audited consolidated financial statements and in the 2020 Annual Report Excerpts (which also contain additional information regarding Daimler Trucks &

Buses), as of December 31, 2020 €24.830 billion in assets and €17.000 billion in liabilities were attributable to Daimler Trucks & Buses and this segment also generated revenue and EBIT in 2020 of €34.671 billion and €525 million, respectively. In addition, as noted above, a significant portion of the assets and liabilities (and related revenues and EBIT) from the Daimler Mobility division is expected to be separated and be transferred to Daimler Truck as part of the transaction, albeit with a majority of such Daimler Mobility assets and liabilities (and related revenues and EBIT) currently expected to stay with Daimler subsequent to the proposed separation. As of December 31, 2020, €161.265 billion in assets and €146.950 billion in liabilities were attributable to Daimler Mobility and this segment generated total revenue of €27.699 billion and EBIT of €1.436 billion in 2020.

The proposed separation of Daimler Truck presents risks for investors in the Notes in this offering, including the possibility that the credit rating agencies may view the proposed separation (or certain aspects of it) unfavorably, resulting in a downgrade of our credit ratings or other negative actions that could negatively impact the trading value or liquidity of the Notes. For more information on risks investors in the Notes may face in connection with these recent developments, please see “*Risk Factors—Risks Related to our Industry and Business, Economic Matters, Daimler, Financial Markets, Guarantees and Legal Proceedings—Industry and Business Risks—Risks related to the intended spin-off of Daimler Truck,*” “*Risk Factors—Risks Related to the Notes—The proposed spin-off transaction is contingent upon the satisfaction of a number of conditions, may have a negative impact on our business, our credit rating, or the Notes and may not achieve the anticipated results,*” “*Risk Factors—Risks Related to the Notes—The obligation to repay the Notes will remain with Daimler AG following the proposed spin-off of Daimler Truck*” and “*Risk Factors—Risks Related to the Notes—Credit ratings may not reflect all risks.*”

Summary Financial Information

Except as otherwise indicated, the selected financial data presented in the tables below as of and for the year ended December 31, 2020 and as of and for the year ended December 31, 2019 has been derived from Daimler’s audited consolidated financial statements as of and for the year ended December 31, 2020; and the selected financial data presented in the tables below as of and for the year ended December 31, 2018 has been derived from Daimler’s audited consolidated financial statements as of and for the year ended December 31, 2019, all of which have been prepared in accordance with IFRS and related interpretations, as issued by the IASB and as adopted by the European Union. Daimler’s financial statements are denominated in euro, which is the currency of Daimler AG’s home country, Germany.

	Year ended December 31,		
	2020	2019	2018
	(audited)		
	(€ in millions)		
Consolidated Statement of Income Data:			
Revenue			
.....	154,309	172,745	167,362
Earnings before interest and taxes (EBIT) ^{1,2}			
.....	6,603	4,313	10,595
Net profit			
.....	4,009	2,709	7,582
thereof profit attributable to shareholders of Daimler AG			
.....	3,627	2,377	7,249

1 The reconciliation of Group EBIT to profit before income taxes is presented in note 34 to the consolidated financial statements for the years ended December 31, 2020, 2019 and 2018.

2 EBIT includes income and expenses from compounding of provisions and effects of changes in discount rates (year ended December 31, 2020: € 168 million; year ended December 31, 2019: € -238 million; year ended December 31, 2018: € -31 million;).

	As of December 31,		
	2020	2019	2018
	(audited) (€ in millions)		
Consolidated Statement of Financial Position Data (end of period):			
Total assets	285,737	302,438	281,619
Non-current liabilities	123,680	133,795	117,614
Current liabilities	99,809	105,802	97,952
Share capital	3,070	3,070	3,070
Equity attributable to shareholders of Daimler AG	60,691	61,344	64,667
Total equity	62,248	62,841	66,053

	Year ended December 31,		
	2020	2019	2018
		(audited)	
		(€ in millions)	
Consolidated Statement of Cash Flows Data:			
Cash provided by (used for) operating activities	22,332	7,888	343
Cash provided by (used for) investing activities	(6,421)	(10,607)	(9,921)
Cash provided by (used for) financing activities	(10,747)	5,628	13,226

The Offering

The following summary contains basic information about the Securities and is not intended to be complete. It does not contain all the information that is important to making a decision to invest in the Notes. For a more complete description of the Securities, please refer to the section of this Offering Memorandum entitled "Description of the Notes and Guarantees."

Issuer	Daimler Finance North America LLC, a Delaware limited liability company.
Guarantor	Daimler AG, a German stock corporation (<i>Aktiengesellschaft</i>).
Notes Offered	<p>\$1,500,000,000 in principal amount of 0.750% Notes due March 1, 2024;</p> <p>\$1,000,000,000 in principal amount of 1.450% Notes due March 2, 2026; and</p> <p>\$500,000,000 in principal amount of 2.450% Notes due March 2, 2031.</p> <p>The Notes are being offered in the United States only to "qualified institutional buyers" as defined in, and in reliance on, Rule 144A and outside the United States to non-U.S. persons, as defined in, and in reliance on, Regulation S.</p>
Maturity Date	<p>March 1, 2024 for the 2024 Notes,</p> <p>March 2, 2026 for the 2026 Notes and</p> <p>March 2, 2031 for the 2031 Notes,</p> <p>in each case unless redeemed prior to those dates as contemplated below.</p>
Issue Price	<p>2024 Notes: 99.820 % of the principal amount, plus accrued interest from March 2, 2021 to the date the 2024 Notes are delivered to the purchasers, if any.</p> <p>2026 Notes: 99.875 % of the principal amount, plus accrued interest from March 2, 2021 to the date the 2026 Notes are delivered to the purchasers, if any.</p> <p>2031 Notes: 99.965% of the principal amount, plus accrued interest from March 2, 2021 to the date the 2031 Notes are delivered to the purchasers, if any.</p>
Ranking	<p>The Notes will constitute direct, general and unconditional obligations of the Issuer which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated debt obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.</p> <p>The Guarantees will constitute direct, general and unconditional obligations of the Guarantor which will at all times rank equally in right of payment with all present and future unsecured and unsubordinated debt obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.</p>
Interest	<p>2024 Notes: 0.750% per annum, payable semi-annually in arrear.</p> <p>2026 Notes: 1.450% per annum, payable semi-annually in arrear.</p> <p>2031 Notes: 2.450% per annum, payable semi-annually in</p>

	arrear.
	Interest on the Notes will start accruing on March 2 2021.
Interest Payment Dates	<p>2024 Notes: March 1 and September 1 of each year (short first coupon);</p> <p>2026 Notes: March 2 and September 2 of each year;</p> <p>2031 Notes: March 2 and September 2 of each year;</p> <p>in each case subject to the applicable Business Day Convention (each, an “Interest Payment Date,” and, collectively, the “Interest Payment Dates”).</p>
First Interest Payment Date.....	<p>2024 Notes: September 1, 2021.</p> <p>2026 Notes: September 2, 2021.</p> <p>2031 Notes: September 2, 2021.</p>
Regular Record Dates for Interest	<p>2024 Notes: February 14 and August 17 of each year.</p> <p>2026 Notes: February 15 and August 18 of each year.</p> <p>2031 Notes: February 15 and August 18 of each year.</p>
Business Day.....	Any day which is not a Saturday, Sunday, or a day on which commercial banking institutions are authorized or obligated by law to close in New York City (“ Business Day ”).
Business Day Convention.....	Following, unadjusted. If the due date for any payment in respect of any Note is not a Business Day, then the holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day, and will not be entitled to any further interest or other payment as a result of any such delay.
Payment of Additional Amounts.....	<p>All payments in respect of the Notes by a Paying Agent (as defined in this Offering Memorandum under “<i>Description of the Notes and Guarantees</i>”), the Issuer, the Guarantor, or any other person on behalf of the Issuer or the Guarantor, or any successor thereto (each, a “Payor”) will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (collectively, “Taxes”) by or on behalf of the United States in the case of the Issuer or Germany in the case of the Guarantor and any other jurisdiction in which a Payor is organized, tax resident or engaged in business (collectively, a “Relevant Taxing Jurisdiction”), unless the withholding or deduction of the Taxes is required by law of any Relevant Taxing Jurisdiction. Where the withholding or deduction of Taxes is required by law of any Relevant Taxing Jurisdiction, subject to certain exceptions and limitations, the Payor will pay such additional amounts (“Additional Amounts”) as may be necessary in order that the net amounts received by the holders of Notes after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes in the absence of the withholding or deduction. See “<i>Description of the Notes and Guarantees—Payment of Additional Amounts.</i>”</p>
Optional Make-Whole Redemption	Each series of Notes will be redeemable, as a whole or in part,

at the option of the Issuer at any time, at a redemption price equal to the greater of (i) 100% of the principal amount of such Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal thereof and interest thereon (exclusive of interest accrued to the date of redemption), discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in this Offering Memorandum under “*Description of the Notes and Guarantees*”), plus (i) in the case of the 2024 Notes, 10 basis points (0.100%), (ii) in the case of the 2026 Notes, 10 basis points (0.100%) and (iii) in the case of the 2031 Notes, 15 basis points (0.150%), plus, in each case, unpaid interest accrued thereon to the date of redemption. Notwithstanding the foregoing, installments of interest on the relevant series of Notes that are due and payable on an Interest Payment Date falling on or prior to a redemption date will be payable on the applicable Interest Payment Date to the registered holders of the relevant series of Notes as of the close of business on the relevant regular record date. See “*Description of the Notes and Guarantees—Optional Make-Whole Redemption.*”

Optional Tax Redemption	Under certain circumstances, the Notes of any series may be redeemed, as a whole but not in part, at the option of the Issuer, at a redemption price equal to 100% of the principal amount thereof, together with unpaid interest accrued, if any, thereon to (but excluding) the date of redemption, if the Issuer or the Guarantor is required to pay certain additional amounts with respect to the Notes. See “ <i>Description of the Notes and Guarantees—Optional Tax Redemption.</i> ”
Guarantees	Daimler AG will fully, unconditionally and irrevocably guarantee the payment of the principal of and interest on the Notes, including certain additional amounts which may be payable under the Notes. See “ <i>Description of the Notes and Guarantees—Guarantees.</i> ”
Negative Pledge	<p>The Guarantor has undertaken that, 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 Paying Agent, it will not provide any security upon any or all of its assets for any other notes or bonds, including any guarantee or indemnity assumed therefor, without at the same time having the holders of the Notes share equally and ratably in such security, <i>provided</i> that security upon its assets is neither mandatory pursuant to applicable laws nor required as a prerequisite for government approvals.</p> <p>There are no covenants otherwise restricting the Issuer’s or the Guarantor’s ability to make payments, incur indebtedness, dispose of assets, enter into sale and leaseback transactions, issue and sell capital stock, enter into transactions with affiliates or engage in business other than their present business. For further information, see “<i>Description of the Notes and Guarantees—Negative Pledge</i>” and “<i>Description of the Notes and Guarantees—Events of Default.</i>”</p>
Cross Default	None.
Discharge and Defeasance	Each of the Issuer and the Guarantor may discharge its respective obligations to comply with any payment or other

obligation under the Notes and the Guarantees by depositing obligations issued by the United States in an amount sufficient to provide for the timely payment of principal, interest and Additional Amounts, if any, due under the Notes with the Fiscal Agent (as defined in this Offering Memorandum under “*Description of the Notes and Guarantees*”), in its capacity as defeasance escrow agent (the “**Defeasance Escrow Agent**”), and by satisfying certain other conditions. The right to discharge and defease the obligations is subject to certain conditions as set forth in the terms of the Notes. For further information, see “*Description of the Notes and Guarantees—Discharge and Defeasance.*”

Consolidation, Merger and Sale of Assets; Substitution of the Issuer

The Issuer or the Guarantor may, without the consent of the holders of any of the Notes, consolidate with, or merge into, or sell, transfer, lease or convey all or substantially all of their respective assets to, any corporation, and the Issuer may at any time substitute for the Issuer either the Guarantor or any Subsidiary (as defined in this Offering Memorandum under “*Description of the Notes and Guarantees— Consolidation, Merger and Sale of Assets; Substitution of the Issuer*”) of the Guarantor as principal debtor under the Notes, so long as the obligations of any such substitute issuer are guaranteed by the Guarantor and, in each case, so long as certain other conditions are met.

It is possible that some of these events may result in a taxable exchange for U.S. federal income tax purposes of Notes for new securities by the holders of the Notes, which could result in the recognition of taxable gain or loss for U.S. federal income tax purposes and possible other adverse tax consequences. See “*Description of the Notes and Guarantees—Consolidation, Merger and Sale of Assets; Substitution of the Issuer.*”

Book-Entry Issuance, Settlement and Clearance

The Issuer will issue the Notes in denominations of \$150,000 and in multiples of \$1,000 in excess thereof. Each series of Notes will be represented by one or more global securities registered in the name of Cede & Co., as nominee of DTC. You will hold beneficial interests in the applicable Notes through DTC, and DTC and its direct and indirect participants will record your beneficial interest on their books. The Issuer will not issue certificated notes except in limited circumstances that are explained under “*Description of the Notes and Guarantees.*” Settlement of the Notes will occur through DTC in same-day funds. For information on DTC’s book-entry system, see “*Book-Entry; Delivery and Form.*”

Further Issuances

The Issuer may, at its option, at any time and without the consent of the then-existing holders of the applicable series of Notes, create and issue additional Notes of such series in one or more transactions subsequent to the date of this Offering Memorandum with terms (other than the issue price, issue date and, if applicable, the payment of interest accruing prior to the issue date and the date of the first payment of interest thereon) identical to the Notes of such series, so that such additional Notes shall be consolidated and form a single series with such series of Notes, provided that any such additional Notes be fungible with existing Notes of such series for U.S. federal income tax purposes. Any such additional Notes will have the same terms as to status, redemption or otherwise as the Notes of

	the related series. See “ <i>Description of the Notes and Guarantees—Additional Notes.</i> ”		
Fiscal Agent	The Bank of New York Mellon.		
Governing Law	The Notes, the Guarantees and the Fiscal Agency Agreement will be governed by, and construed in accordance with, the laws of the State of New York.		
Transfer Restrictions	The Notes have not been registered under the Securities Act or the securities laws of any other jurisdiction. Unless they are so registered, the Notes may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or other securities laws and may only be transferred in accordance with the restrictions, and in conjunction with making certain representations, warranties and agreements, all set forth in, “ <i>Transfer Restrictions.</i> ”		
Use of Proceeds	The Issuer intends to use substantially all of these net proceeds from the issuance and sale of the Notes to make intra-group loans to the Guarantor and/or entities owned directly or indirectly by the Guarantor for purposes of repayment of debt and for general corporate purposes. See “ <i>Use of Proceeds.</i> ”		
Ratings	<p>The Guarantor’s long-term debt is rated BBB+ (stable) by Standard & Poor’s, A3 (negative) by Moody’s, BBB+ (stable) by Fitch Ratings España S.A.U., BBB (high) (stable) by DBRS Limited and A (stable) by Scope Ratings AG.</p> <p>The credit rating agencies have not yet evaluated or assessed the effects of the proposed separation and, therefore, the current credit ratings of the Notes do not reflect the impact of the proposed separation of Daimler Truck or any of the risks related thereto or other factors that may affect the market value or liquidity of the Notes. See “<i>Risk Factors.</i>”</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning credit rating agency. Neither the credit rating agency, the Issuer nor the Guarantor are obligated to provide a holder of Notes with any notice of any suspension, change or withdrawal of any rating.</p>		
Listing and Trading	The Notes will not be listed on any securities exchange.		
Security Codes	CUSIP	ISIN	
	2024 Notes		
	Rule 144A	233851 EB6	US233851EB67
	Regulation S	U2339C DZ8	USU2339CDZ87
	2026 Notes		
	Rule 144A	233851 EC4	US233851EC41
	Regulation S	U2339C EA2	USU2339CEA28
	2031 Notes		
	Rule 144A	233851 ED2	US233851ED24
	Regulation S	U2339C EB0	USU2339CEB01
Timing and Delivery	The Issuer currently anticipates that delivery of the Notes will occur on or about March 2, 2021. See “ <i>Plan of Distribution.</i> ”		
Risk Factors	You should carefully consider all of the information in this Offering Memorandum, including information incorporated by		

reference. In particular, you should review “*Risk Factors*” beginning on page 16 of this Offering Memorandum for a discussion of certain risks related to an investment in the Notes.

RISK FACTORS

Investing in the Notes of each series involves risks, including risks relating to the Issuer, the Guarantor, the global economy, the financial markets, the automotive industry generally, regulatory and political matters, legal and administrative proceedings and the Offering. Prospective investors in the Notes should read this Offering Memorandum, and the documents incorporated by reference herein, in their entirety and carefully consider the risks and considerations relevant to an investment in the Notes.

Daimler expects to be exposed to some or all of the risks in its future operations described below and in the 2020 Annual Report Excerpts incorporated by reference herein. Any of the risks described below and in the 2020 Annual Report Excerpts, as well as additional risks of which Daimler is not currently aware, could have a material adverse effect on our business, financial condition, results of operations and prospects, and cause the value of the Notes offered hereunder to decline. Investors could lose all or part of their investment. Moreover, if and to the extent that any of the risks described below or in the 2020 Annual Report Excerpts materialize, they may occur in combination with other risks, which would compound the adverse effect of such risks on our business, financial condition, results of operations and prospects.

The sequence in which the risk factors are presented below, in the 2020 Annual Report Excerpts is not indicative of their likelihood of occurrence or of the potential magnitude of their financial consequences.

Risks Related to our Industry and Business, Economic Matters, Daimler, Financial Markets, Guarantees and Legal Proceedings

The Group's overall risk situation is the sum of the individual risks of all risk categories. The Daimler Group is exposed to a large number of risks that are directly linked with its business activities, the business activities of its subsidiaries or which result from external influences. Risks related to our industry and business, economic matters, our company, financial markets, guarantees and legal proceedings pending against Daimler are set forth below. Please refer to the 2020 Annual Report Excerpts, incorporated by reference into this Offering Memorandum, including the referenced financial statement notes, for further information that should be carefully considered. The following describes the risks that can have a significant influence on the profitability, cash flows and financial position of the Daimler Group. In general, the reporting of risks takes place in relation to the individual segments. If no segment is explicitly mentioned, the risks described relate to all the divisions. In addition, risks that are not yet known or assessed as not material can influence our profitability, cash flows and financial position.

Industry and Business Risks

The following section describes the industry and business risks of the Daimler Group.

Risks related to the intended spin-off of Daimler Truck

As described in "Recent Developments" above, on February 3, 2021, the Board of Management of Daimler AG, with the consent of the Supervisory Board, decided to evaluate a spin-off of Daimler Trucks & Buses including a transfer of significant parts of the related financial services business (together, "Daimler Truck") from the Daimler Mobility segment, and to begin preparations for a separate listing of Daimler Truck targeted before the end of 2021. In connection with the spin-off, in addition to the Trucks & Buses segment, a significant portion of the assets and liabilities (and related revenues and EBIT) from the Daimler Mobility division is expected to be separated and transferred to Daimler Truck, albeit with a majority of such Daimler Mobility assets and liabilities (and related revenues and EBIT) currently expected to stay with Daimler subsequent to the proposed separation.

Within the framework of the proposed transaction, as is currently contemplated, it is intended that a significant majority stake in Daimler Truck will be distributed to Daimler AG's existing shareholders. Daimler AG intends to maintain a minority interest in Daimler Truck after the completion of the proposed spin-off. Shareholder approval could be granted at an extraordinary shareholders' meeting of Daimler AG currently targeted for the end of the third quarter of 2021.

Many of the details of the proposed separation, such as the specific transaction structure (including the establishment of a dedicated captive financial services business), the capital structure, the financing concept, the specific assets and liabilities of the Daimler Mobility division that will be part of the separation and the ultimate governance of both companies, are still in development. As a result, the available financial information relating

to the Daimler Trucks & Buses segment and the Daimler Mobility segment does not provide complete information of the business to be spun-off and historical financial information as well as any pro forma financial information with respect to Daimler Truck (including the portion of Daimler Mobility to be part of the separation) or Daimler AG (including the portion of Daimler Mobility to be retained) post-separation is not yet available and will not be available until a date closer in time to the extraordinary shareholders' meeting currently targeted for the end of the third quarter of 2021. Moreover, a final decision regarding the proposed spin-off of Daimler Truck itself is still outstanding, and there is no assurance that the shareholders of Daimler AG will consent to the spin-off in the form ultimately proposed, that the spin-off will occur upon the planned timeframe or even that the spin-off will eventually occur at all. Daimler AG may also choose to abandon the separation at any time and for any reason, entirely within its own discretion.

There are risks in substantially changing company structures, policies or management. These risks range from general risks, including reduced size and diversification of Daimler AG post-separation, increased reliance on and exposure to the passenger car industry and related challenges, increased costs, missed financial or other performance targets, loss of key personnel, loss of (cost) synergies, a lower credit rating from the rating agencies and reduced customer and investor confidence, to the specific risks associated with the Notes (see "*Risks related to the Notes*"). The credit rating agencies have not yet evaluated or assessed the effects of the proposed separation and, therefore, the current credit ratings of the Notes do not reflect the impact of the proposed separation of Daimler Truck or any of the risks related thereto or other factors that may affect the market value or liquidity of the Notes. Moreover, the continued planning and execution of the proposed separation of Daimler Truck will require significant time and attention of Daimler's management, which could impact Daimler's other strategic initiatives. Daimler's employees may also be uncertain about their future roles within the separated companies, which could lead to a decrease in employee productivity or significant personnel departures.

Economic risks

Economic risks constitute the framework for the risks listed in the following categories. Overall economic conditions have a significant influence on vehicle sales markets and thus on the Group's success. Economic risks are linked with assumptions and forecasts concerning general developments.

A significant risk for the development of the global economy is the further course of the covid-19 pandemic. If the further course of the infection necessitates even more drastic and comprehensive containment measures than we assume, this would have a major impact on the economic recovery and international trade relations. The broader and more comprehensive the lock-downs, the greater the impact.

If the restrictions resulting from the pandemic last significantly longer than the first quarter of 2021, this could place an excessive burden on households, companies and governments. Among other things, this could lead to a noticeable rise in unemployment, which in turn would have significant adverse effects on private consumption and would also have a lasting negative impact on the recovery. The already strained situation of many companies could worsen as a result. A possible wave of insolvencies resulting from this could jeopardize the stability of the banking sector and lead to distortions in the financial markets. For the Daimler Group, the risks arising from the further course of the pandemic could on the one hand adversely affect both unit sales and sales processes, and on the other hand could lead to significant negative effects on production and supply chains.

If the service sector, which has been particularly hit hard by the covid-19 pandemic, fails to recover as expected due to ongoing restrictions or voluntary changes in consumer behavior, this would have a noticeable impact on employment and wages in this sector. This would significantly reduce consumer confidence and consumption, one of the most important pillars of the economic recovery. The resulting lower growth or even decline in overall economic consumption would have a correspondingly negative impact on sales prospects, in particular of Mercedes-Benz Cars & Vans.

In addition, if expectations of a recovery are not fulfilled, there could be a sharp correction on the stock markets, as they have already priced in a noticeable improvement of the real economy. Sharply falling share prices could set off a chain reaction on global stock markets, with sharp market corrections and phases of extraordinary volatility as a consequence. Such developments could lead to major asset losses worldwide and also depress consumer sentiment and the investment climate, and have a negative impact on the global economy. This would have significant adverse effects in particular on the sales prospects of all segments and on the Daimler Group's earnings.

The increase in public and private debt resulting from the pandemic and the countermeasures required to combat it could lead to speculation in the capital market due to some countries' debt situations. This in turn

could further increase uncertainty among consumers and investors. In the event of rising interest rates, this development could worsen further. Furthermore, the premature withdrawal of government support measures could slow down the economic recovery. Both developments would result in weaker consumer and investment activity and would be accompanied by a correspondingly weaker business developments for all divisions of the Daimler Group. In addition, the rising burden of interest and principal payments could restrict companies' scope for future investment, thus dampening future economic activity. Lower investment activity would have a particularly negative impact on unit sales by Daimler Trucks & Buses.

At the country level, those emerging economies (such as Turkey, South Africa or Brazil) with high foreign debt and high current account deficits could come under pressure, resulting in significant currency devaluations. Financial-market turbulence and even currency crises would be possible consequences and could have a massive negative impact on the economies concerned. Since Daimler is either already very active in these countries or these markets play a strategic role, this would have a significantly negative impact on the Group's sales prospects.

Despite the Phase One partial trade deal, a renewed escalation of the trade conflict between the United States and China would continue to be a significant risk for the further development of the world economy. Furthermore, more and more areas are meanwhile affected by the conflict and there is the threat of increasing technological and economic disconnection between the two countries. This could significantly affect the development of unit sales by Mercedes-Benz Cars & Vans. In addition, there is a danger that countries will implement increasingly protectionist measures such as specific market-access barriers or industry requirements for increased local value added. This would lead to higher costs at Mercedes-Benz Cars & Vans and Daimler Trucks & Buses, adversely affecting business developments and sales possibilities.

The European market will continue to be of great importance for all segments of the Daimler Group in the future, so changes in investment and consumer behavior will affect the development of unit sales in all segments. In the European Union (the "EU"), the risk of political conflicts remains high. Phases of political uncertainty could have a negative impact on consumption and investment decisions by households and companies, and consequently have a negative impact on the economic development and sales opportunities of the Daimler Group. Although the trade and cooperation agreement concluded by the EU and the United Kingdom on December 24, 2020 avoids the feared hard cut and provides for tariff-free trade, a general condition for this is that the respective product-specific value-added rules and rules of origin are complied with. In addition, it will bring about fundamental changes in relations between the EU and the United Kingdom, such as time-consuming customs procedures in the cross-border trade in goods. Long waiting times at the border could lead to delays in deliveries. In addition, possible customs payments if the required rules of origin are not complied with could lead to pressure on vehicle prices or margins.

In the United States increasing domestic political tension could unsettle consumers and investors and thus dampen economic growth. As Mercedes-Benz Cars & Vans, Daimler Trucks & Buses and Daimler Mobility generate substantial proportions of their revenues in the United States, these developments would have considerable consequences for the Group's success.

In China, support measures to combat the consequences of the covid-19 pandemic could exacerbate structural imbalances such as overcapacity, indebtedness and low productivity. From an economic perspective, above all the high indebtedness of Chinese companies, especially state-owned enterprises, also represents a considerable risk. If the government's expected efforts to scale back fiscal and monetary support measures lead to a more significant growth slowdown than currently expected, this could result in an excessive increase in credit defaults, which would then lead to turbulences in the banking sector and the financial markets. In particular at the Mercedes-Benz Cars & Vans segment, for which China is now one of the biggest sales markets, the aforementioned risks could result in significant negative effects on unit sales.

Location and country-specific risks

In conducting business around the world, Daimler is subject to risks that are inherent in operating in other countries and is therefore exposed to material location and country-specific risks.

In general, business operations in emerging markets involve a greater risk resulting from economic and political systems that typically are less developed, and likely to be less stable, than those of more advanced countries. Daimler is therefore exposed to a number of factors, over which the Group has little to no control and which may adversely affect the Group's business activities. These factors include, but are not limited to, the following: political, social, economic, financial or market-related instability or volatility; foreign currency control regulations and other regulations or the negative impacts related to foreign exchange rate volatility;

restrictions on capital transfers; absence of independent and experienced judiciary and inability to enforce contracts; reimbursement rates and services covered by government reimbursement programs; trade restrictions and restrictions on repatriation of earnings.

The realization of any of these risks could have a material adverse effect on Daimler's business, cash flows, financial condition and results of operations.

General market risks

The risks for the economic development of automotive markets are strongly affected by the cyclical situation of the global economy as described above. In particular, the potential restrictions mentioned under economic risks as a result of the covid-19 pandemic may lead to sales risks worldwide and negatively impact the aftersales business. The assessment of market risks is linked to assumptions and forecasts about the overall development of markets in the regions in which the Daimler Group is active. The possibility of markets developing worse than assumed in the planning, or of changing market conditions, generally exists for all segments of the Daimler Group.

The lack of market acceptance of certain vehicle models in individual regions can have a negative impact on earnings. Causes of declining vehicle sales may also result in particular from the partially unstable economic environment and in the context of political or economic uncertainties. A rising oil price and volatile exchange rates can also lead to market uncertainty and thus to falling demand for vehicles. Differences between the segments exist due to the partly varying regional focus of their activities.

Due to the partly difficult financial situation of some dealerships and vehicle importers, support actions by Mercedes-Benz Cars & Vans and Daimler Trucks & Buses might become necessary to ensure the performance of the business partners. The loss of important dealerships and vehicle importers can lead to customer demand not being fully served and lower unit sales. Taking over the costs of contract cancellations and of processing outstanding customer contracts cannot be ruled out as a result of dealer insolvencies and may have a negative impact on earnings.

The launch of new products by competitors, more aggressive pricing policies and poorer effective pricing in the aftersales business can lead to increasing competitive and price pressure in the automotive segments and have a negative impact on profitability.

In connection with the sale of vehicles, Daimler offers its customers a wide range of financing and leasing options. The resulting risks for the Daimler Mobility segment are mainly due to borrowers' worsening creditworthiness, so receivables might not be recoverable in whole or in part because of customers' insolvency (default or credit risk). Against the background of the covid-19 pandemic, Daimler Mobility has granted selected customers improved payment terms in the form of deferrals, and deferrals were also granted due to government support programs.

Risks relating to the leasing and sales-financing business

In connection with leasing agreements, risks arise if the market value of a leased vehicle at the end of the agreement term differs from the residual value originally calculated and forecasted at the time the agreement was concluded and used as a basis for the leasing installments. Particularly at Mercedes-Benz Cars & Vans and Daimler Mobility, risks exist relating to negative developments in used-car markets with a corresponding impact on vehicles' residual value. As part of the established residual-value management process, certain assumptions are made at local and corporate levels regarding the expected level of prices, based upon which the cars to be returned in the leasing business are evaluated. If changing market developments lead to a negative deviation from assumptions, there is a risk of lower residual values of used cars. This can adversely affect the proceeds from the sale of used cars.

Risks related to the legal and political framework

The automotive industry is subject to extensive governmental regulation worldwide. Risks from the legal and political framework have a considerable influence on Daimler's future business success. Regulations concerning vehicles' emissions, fuel consumption, safety and certification, as well as tariff aspects, play a particularly important role. Many countries and regions have already implemented stricter regulations to reduce vehicles' emissions and fuel consumption or are currently preparing such laws. They relate, for example, to the environmental impact of vehicles, including limits on noise emissions, as well as pollutants from the emissions caused by production facilities. Non-compliance with regulations applicable in the various regions might result in significant penalties and reputational harm, and might even mean that vehicles could not or could no longer be

registered in the relevant markets. This also includes risks from ongoing activities relating to legislation on Real Driving Emissions (RDE). In addition, the risk exists that vehicles already in the markets will have to be rectified. The cost of compliance with these regulations is significant, especially for conventional engines.

Mercedes-Benz Cars & Vans faces risks with respect to regulations on mandatory targets for the average fleet fuel consumption and CO₂ emissions of new vehicles. The increasingly ambitious targets require significant proportions of actual unit sales of plug-in hybrids and cars with other types of electric drive. The ambitious statutory requirements will be difficult to fulfill in some countries. The market success of alternative drive systems is greatly influenced not only by customer acceptance but also by regional market conditions such as the battery-charging infrastructure and state support.

Regulations for the reduction of vehicles' emissions and fuel consumption also create potential risks for Daimler Trucks & Buses, because it will be difficult to fulfill the strict statutory requirements in some countries. The ambitious targets, especially in Europe, cannot be achieved solely with conventional technology. Daimler Trucks & Buses will therefore have to apply the latest technologies in order to fulfill these requirements. Achieving the 2025 target will require significant proportions of battery-electric trucks or other electrified drive systems in the actual market, which may only be achievable at higher costs.

For further information regarding inquiries and legal proceedings related to emissions, please see the subsection entitled "*Legal and Tax Risks – Legal risks*".

Furthermore, the position of the Daimler Group in key foreign markets could be affected by the conclusion of or changes in free-trade agreements. If free-trade agreements are concluded without the participation of countries in which Daimler has production facilities, this could result in a competitive disadvantage for Daimler compared with competitors that produce in the countries that are members of the free-trade agreements. In addition, if the content of the free-trade agreements currently used by Daimler is made significantly stricter or the conditions of future free-trade agreements are more restrictive, this could also significantly impair the position of the Daimler Group, as the Group could no longer or only partially benefit from those free-trade agreements.

The danger exists that individual countries will attempt to defend and improve their competitiveness in the world's markets by resorting to interventionist and protectionist measures. The automotive industry is often seen as a key factor to attract investment into a country and increase local value added. This can lead to increased costs if production facilities have to be established or expanded or local purchasing has to be increased. Cutting technological and economic links between major markets can also adversely affect earnings if research and development have to be conducted locally or value chains have to be adjusted because certain technologies are not allowed to be used in the final products. In addition, attempts are being made to limit growth in imports through barriers to market access such as by making certification processes more difficult, delaying certification and imposing other complicated tariff procedures.

In addition to the described emission and fuel-consumption regulations, traffic-policy restrictions for the reduction of traffic jams, noise and emissions are becoming increasingly important in cities and urban areas worldwide. This may have an adverse impact on the development of unit sales of conventional vehicles.

Procurement market risks

Procurement market risks arise for the automotive divisions in particular from fluctuations in prices of raw materials and energy. There are also risks of financial bottlenecks of suppliers, restricted capacity caused by supplier failures, limited scope for influencing the prices of supplied parts and excessive or insufficient utilization of production capacities at suppliers, all of which can also lead to lower earnings.

The automotive segments of the Daimler Group require certain raw materials for the manufacture of vehicle components and vehicles, which are purchased on the world market. The level of costs depends on the price development of raw materials. Due to largely unchanged macroeconomic conditions, price fluctuations are expected with uncertain and inconsistent trends also for the year 2021. For example, raw-material markets can be impacted by uncertainties and political crises – combined with possible supply bottlenecks – as well as by volatile demand for specific raw materials. In general, the ability to pass on the higher costs of commodities and other materials in the form of higher prices for manufactured vehicles is limited because of strong competitive pressure in the international automotive markets. Rising raw-material prices may therefore have a negative impact on the profit margins of the vehicles sold and thus lead to lower earnings in the respective segment.

The financial situation of some of the Group's suppliers remains tense due to the gloomy market environment. The resulting possible production losses at suppliers may cause an interruption in the supply chain of the Daimler Group's automotive segments and prevent vehicles from being completed and delivered to

customers on time.

Due to, among other things, the planned electrification of new model series and a better-than-expected recovery of demand for vehicles, Mercedes-Benz Cars & Vans in particular is faced with the risk that Daimler will require changed volumes of components from suppliers. This could result in over- or under-utilization of production capacities for certain suppliers, and thus lead to supply-chain disruption. Uncertainties related to the covid-19 pandemic may also lead to supply bottlenecks and thus production interruptions. If the Group's suppliers cannot cover their fixed costs, there is also the risk that they may demand compensation payments. Necessary capacity expansion at the Group's suppliers' plants could also require cost participation.

Company-Specific Risks

The following section describes the company-specific risks of the Daimler Group.

Production and technology risks

Technical developments and innovations are of key importance for the safe and sustainable mobility of the future. Technological risks can arise especially as a result of increasing technical complexity, the continually rising scope of requirements to be fulfilled in terms of emissions, fuel consumption and safety, as well as meeting and steadily raising quality standards. These risks exist in the automotive segments particularly in connection with launching and manufacturing the products. Risks cannot be ruled out that could have a negative impact on earnings also in relation to the increasing automation and connectivity of vehicles and production facilities.

In the context of product launches in the automotive segments, the required parts and equipment components have to be available. The execution of modernization activities and launch of new products are generally connected with high investments. Inefficiencies in the production process can occur, and as a consequence, a temporary reduction in production volumes. Furthermore, the planned increase in battery production due to the increasing electrification of the vehicle fleet means that initial problems during the production of the various battery types cannot be ruled out, and can have a negative impact on earnings.

There is a danger that reduced plant availability or the failure of production equipment or production plants may cause internal bottlenecks that would consequently generate costs. These risks mainly exist for Mercedes-Benz Cars & Vans.

Capacity restrictions on the availability of batteries for certain vehicle models, interruptions in the supply chain and possible interruptions of supply by energy providers can lead to bottle-necks, especially at Mercedes-Benz Cars & Vans. New technical requirements could also lead to restrictions on the sale of vehicles already produced by Daimler Trucks & Buses. Restrictions on certain equipment components in new vehicle models and the lack of availability of vehicle parts at the right time could also mean that vehicles could not be handed over to customers as planned. The lack of availability and quality problems with certain vehicle parts can lead to production downtimes and cause costs.

Warranty and goodwill cases could arise at the Daimler Group if the quality of products does not meet requirements, regulations are not fully complied with, or support cannot be provided in the required form in connection with product problems and product care. Such warranty and goodwill cases as well as quality problems both with components in vehicles and in connection with technical innovations in vehicles require adjustments that can lead to expenses.

In the third quarter of 2020, Daimler AG and Mercedes-Benz USA, LLC ("**MBUSA**") reached agreements with various US authorities to settle civil and environmental claims regarding emission control systems of certain Mercedes-Benz diesel vehicles, which are still subject to final approval by the court. If the court approves the settlements and the settlements become effective, Daimler AG and MBUSA have agreed to, among other things, pay civil penalties, conduct an emission modification program for affected vehicles, provide extended warranties, undertake a nationwide mitigation project, take certain corporate compliance measures and make other payments. If the aforementioned obligations are not complied with, there will be the risk that cost-intensive measures will have to be taken and/or significant stipulated penalties will become due.

Information technology risks

The high penetration of information technology ("**IT**") in all divisions brings risks for Daimler's business and production processes, as well as for its services and products.

The ever-growing threat from cybercrime and the spread of aggressive malicious code brings risks that

can affect the availability, integrity and confidentiality of information and IT-supported operating resources. In the worst-case scenario, this can lead to a temporary interruption of IT-supported business processes with severe negative effects on the Group's earnings. In addition, the loss or misuse of sensitive data may under certain circumstances lead to a loss of reputation. In particular, stricter regulatory requirements such as the EU Data Protection Directive may, among other things, give rise to claims by third parties and result in costly regulatory requirements and penalties with an impact on earnings.

Daimler Group and its wide-ranging business and production processes rely on information that is available and can be exchanged in an up-to-date, complete and correct form. Appropriate IT systems and an infrastructure based on international standards are necessary to protect information, and protective measures must apply industry standards and good practice. These systems and infrastructure are necessary to identify cyber threats. However, risks could result in the interruption of business processes due to the failure of IT systems or which could cause the loss or corruption of data.

Personnel risks

The success of the Daimler Group is highly dependent on its employees and their expertise, but competition for highly qualified staff and management is still very intense in the industry and the regions in which Daimler operates. The future success of the Daimler Group also depends on the extent to which it succeeds over the long term in recruiting, integrating and retaining specialist employees.

Due to demographic developments, the Group has to cope with changes relating to an aging workforce and has to secure a sufficient number of qualified young persons with the potential to become the next generation of highly skilled specialists and executives. In order to achieve the long-term reduction in personnel costs necessary for the transformation, Daimler's management and the General Works Council concluded an agreement in 2019 which includes a staff-reduction program. Due to the covid-19 pandemic and the fact that the staff-reduction program is voluntary for both parties, there is a risk that implementation may not be able to take place to the full extent planned. Risks also exist in particular due to upcoming negotiations on wage conditions in the metal and electrical industry and the associated possible production losses.

Risks related to equity investments and cooperations with partners

Cooperation with partners in associated companies and joint ventures is of key importance to Daimler, both in the transformation toward electric mobility and comprehensive digitization and in connection with mobility solutions. The Daimler Group generally participates in the risks of associated companies and joint ventures in line with its equity interest, and is also subject to share-price risks if such companies are listed on a stock exchange.

The remeasurement of an associated company or joint venture in relation to its carrying value can lead to risks for the segment to which it is allocated. Furthermore, ongoing business activities, especially the integration of employees, technologies and products, can lead to risks. In addition, further financial obligations or an additional financing requirement can arise. Risks from associated companies and joint ventures exist above all at Daimler Trucks & Buses and Daimler Mobility, as well as at the associated companies and joint ventures directly allocated to the Group.

Financial Risks

The following section deals with the financial risks of the Daimler Group. Risks can have negative effects on the profitability, cash flows and financial position of the Daimler Group.

Daimler is generally exposed to risks from changes in market prices such as currency exchange rates, interest rates and commodity prices. Market price changes can have a negative influence on the Group's profitability, cash flows and financial position.

In addition, the Group is exposed to credit-, country- and liquidity-related risks, risks of restricted access to capital markets (see the subsection entitled "*Risks of restricted access to capital markets*" below), risks of early credit repayment requirements and risks from changes in credit ratings (see the subsection entitled "*Risks from changes in credit ratings*" below).

Further information on financial risks is provided in note 33 of the notes to the consolidated financial statements as of and for the year ended December 31, 2020, which are included in the 2020 Annual Report Excerpts, incorporated by reference into this Offering Memorandum. Information on the Group's financial instruments is provided in note 32 of the notes to such consolidated financial statements.

Exchange rate risks

The Daimler Group's global orientation means that its business operations and financial transactions are connected with risks related to fluctuations in currency exchange rates. This applies in particular to fluctuations of the euro against the US dollar, Chinese renminbi, British pound and other currencies such as those of growth markets. An exchange rate risk arises in business operations primarily when revenue is generated in a currency different from that of the related costs (transaction risk). This applies in particular to Mercedes-Benz Cars & Vans. A major portion of its revenue is generated in foreign currencies while most of its production costs are denominated in euros. Daimler Trucks & Buses is also exposed to such transaction risks. Unhedged exchange rate risks also exist in connection with the translation into euros of the net assets, revenues and expenses of the companies of the Group outside the euro zone (translation risk).

Interest rate risks

Changes in interest rates can create risks for business operations as well as for financial transactions. Daimler employs a variety of interest-rate sensitive financial instruments to manage the cash requirements of its business operations on a day-to-day basis. Most of these financial instruments are held in connection with the financial services business of Daimler Mobility. Interest rate risks arise when fixed-interest periods are not congruent between the asset and liability sides of the balance sheet.

Commodity price risks

Daimler is exposed to risks arising from changes in prices of raw materials in connection with the purchase of production materials (also see the subsection "*Industry and Business Risks–Procurement market risks*").

Liquidity risks

Liquidity risks arise when a company is unable to fully meet its financial obligations. In the normal course of business, Daimler uses bonds, commercial paper and securitized transactions, as well as bank loans in various currencies, primarily with the aim of refinancing its leasing and sales-financing business. An increase in the cost of refinancing would have a negative impact on the competitiveness and profitability of our financial services business to the extent that the higher refinancing costs cannot be passed on to customers; a limitation of the financial services business would also have negative consequences for the vehicle business.

Credit risks

Credit risk describes the risk of financial loss resulting from a counterparty failing to meet its contractual payment obligations. Credit risk includes both the direct risk of default and the risk of a deterioration in creditworthiness, as well as concentration risks. The Group is exposed to credit risks which result primarily from its financial services activities and from the operations of its vehicle business. Risks related to leasing and sales financing are addressed in the subsection "*Industry and Business Risks–General market risks*". Credit risks also arise from the Group's liquid assets. Should defaults occur, this would adversely affect the Group's financial position, cash flows and profitability.

Country risks

Country risk describes the risk of financial loss resulting from changes in political, economic, legal or social conditions in the respective country, for example due to sovereign measures such as expropriation or a ban on currency transfers. Daimler is exposed to country risks that primarily result from cross-border financing or collateralization for Group companies or customers, from investments in subsidiaries and joint ventures, and from cross-border trade receivables. Country risks also arise from cross-border cash deposits with financial institutions.

Risks of restricted access to capital markets

Daimler covers its refinancing needs, among other things, by borrowing in the capital markets. Access to capital markets in individual countries may be limited by government regulations or by a temporary lack of absorption capacity. In addition, pending legal proceedings as well as Daimler's own business policy considerations and developments may temporarily prevent the Group from covering any liquidity requirements by means of borrowing in the capital markets.

Risks of premature credit repayment requirements

Daimler may be required to make premature repayment of special-purpose loans in the case of adverse results of ongoing legal proceedings. Any resulting refinancing requirement could have to be concluded at a higher cost.

Risks from changes in credit ratings, including as a result of the proposed spin-off

Daimler's creditworthiness is assessed by the rating agencies Standard & Poor's, Moody's, Fitch Ratings España S.A.U., DBRS Limited and Scope Ratings AG. Risks exist in connection with potential downgrades to credit ratings by these rating agencies (see "*Summary–The Offering–Ratings*") and thus to Daimler's creditworthiness. Future potential downgrades could have a negative impact on the Group's financing if such a downgrade leads to an increase in the costs for external financing or otherwise restricts the Group's ability to obtain financing. A credit rating downgrade could also discourage investors from investing in Daimler AG or the notes to be issued by Daimler AG or another Group company and could negatively impact the trading value or liquidity of the Notes.

The credit rating agencies have not yet evaluated or assessed the effects of the proposed separation of Daimler Truck and, therefore, the current credit ratings of the Notes do not reflect the impact of the proposed separation or any of the risks related thereto or other factors that may affect the market value or liquidity of the Notes, and credit rating agencies may downgrade Daimler AG's rating following the proposed separation.

Risks relating to pension plans

Daimler has pension benefit obligations and obligations relating to healthcare benefits, which are largely covered by plan assets. The balance of pension obligations less plan assets constitutes the carrying amount or funded status of these employee benefit plans. The measurement of pension obligations and the calculation of net pension expense are based on certain assumptions. Even small changes in those assumptions such as a change in the discount rate have a negative effect on the funded status and Group equity in the current financial year, and lead to changes in the periodic net pension expense in the following financial year. The fair value of plan assets is determined to a large degree by developments in the capital markets. Unfavorable developments, especially relating to share prices and fixed-interest securities, reduce the carrying value of plan assets. A change in the composition of plan assets can also have a negative impact on the fair value of plan assets.

Further information on the pension plans and their risks is provided in note 22 of the notes to the consolidated financial statements as of and for the year ended December 31, 2020, which are included in the 2020 Annual Report Excerpts, incorporated by reference into this Offering Memorandum.

Legal and Tax Risks

The Group continues to be exposed to legal and tax risks.

Legal risks

Regulatory Risks.

The automotive industry is subject to extensive governmental regulations worldwide. Laws in various jurisdictions govern occupant safety and the environmental impact of vehicles, including emissions levels, fuel economy and noise, as well as the emissions of the plants where vehicles or parts thereof are produced. In case regulations applicable in the different regions are not complied with, this could result in significant penalties and reputational harm or the inability to certify vehicles in the relevant markets. The cost of compliance with these regulations is considerable, and in this context, Daimler continues to expect a significant increase in such costs.

Risks from legal proceedings in general.

Daimler AG and its subsidiaries are confronted with various legal proceedings, claims as well as government investigations and orders ("**legal proceedings**") on a large number of topics, including vehicle safety, emissions, fuel economy, financial services, dealer, supplier and other contractual relationships, intellectual property rights (especially patent infringement lawsuits), warranty claims, environmental matters, antitrust matters (including actions for damages) as well as investor litigation. Product-related litigation involves claims alleging faults in vehicles. Some of these claims are asserted by way of class actions. If the outcome of

such legal proceedings is detrimental to Daimler or such proceedings are settled, the Group may be required to pay substantial compensatory and punitive damages or to undertake service actions, recall campaigns, monetary penalties or other costly actions. Some of these proceedings and related settlements may have an impact on the Group's reputation.

Risks from legal proceedings in connection with diesel exhaust gas emissions – governmental proceedings.

Daimler is continuously subject to governmental information requests, inquiries, investigations, administrative orders and proceedings relating to environmental, criminal, antitrust and other laws and regulations in connection with diesel exhaust emissions.

Several authorities and institutions worldwide were, and still are, active in the form of inquiries, investigations, procedures and/or orders. These activities particularly relate to test results, the emission control systems used in Mercedes-Benz diesel vehicles and/or Daimler's interaction with the relevant authorities as well as related legal issues and implications, including, but not limited to, under applicable environmental, criminal and antitrust laws.

In the United States, Daimler AG and MBUSA reached agreements in the third quarter of 2020 with various authorities to settle civil and environmental claims regarding emission control systems of certain diesel vehicles. The involved US authorities are the environmental agencies Environmental Protection Agency ("EPA") and California Air Resources Board ("CARB"), the Environmental and Natural Resources Division of the U.S. Department of Justice ("DOJ"), the California Attorney General's Office and the U.S. Customs and Border Protection ("CBP").

The authorities take the position that Daimler failed to disclose Auxiliary Emission Control Devices ("AECDS") in certain of its US diesel vehicles and that several of these AECDS are illegal defeat devices. As part of these settlements, Daimler denies the allegations by the authorities and does not admit liability, but has agreed to, among other things, pay civil penalties, conduct an emission modification program for affected vehicles, provide extended warranties, undertake a nationwide mitigation project, take certain corporate compliance measures and make other payments. The company has cooperated fully with the US authorities. The settlements are subject to final court approval. Upon approval, they will be final and effective. Daimler expects costs of the settlements with the US authorities of approximately \$1.5 billion. The estimated cost for the US consumer class action mentioned below amounts to around \$700 million. In addition, Daimler estimates further expenses of a mid three-digit-million euro amount to fulfill requirements of these settlements.

In April 2016, the DOJ requested that Daimler conduct an internal investigation. While Daimler has conducted such internal investigation as part of the DOJ's investigation, the DOJ's investigation is ongoing. In Canada, the Canadian environmental regulator Environment and Climate Change Canada ("ECCC") is conducting an investigation in connection with Diesel exhaust emissions. Daimler continues to cooperate with the investigating authorities.

In Germany, the Stuttgart district attorney's office is conducting criminal investigation proceedings against Daimler employees on the suspicion of fraud and criminal advertising. In February 2019, the Stuttgart district attorney's office also initiated a formal investigation proceeding against Daimler AG with respect to an administrative offense. In September 2019, it issued a fine notice against Daimler based on a negligent violation of supervisory duties in the amount of €870 million, which has become legally binding, thereby concluding the administrative offense proceedings against Daimler.

Since 2018, the German Federal Motor Transport Authority ("KBA") has repeatedly issued subsequent auxiliary provisions for the EC type approvals of certain Mercedes-Benz diesel vehicles, and has ordered mandatory recalls as well as, in some cases, stops of the first registration. In each of those cases, it held that certain calibrations of specified functionalities in certain Mercedes-Benz diesel vehicles are to be qualified as impermissible defeat devices. Daimler has a contrary legal opinion on this question. Since 2018, it has (in view of the KBA's interpretation of the law as a precautionary measure) implemented a temporary delivery and registration stop with respect to certain models, also covering the used-car, leasing and financing businesses, and is constantly reviewing whether it can lift this delivery and registration stop in whole or in part. Daimler has filed timely objections against the KBA's administrative orders mentioned above. In early 2021, the KBA issued objection orders (*Widerspruchsbescheide*) in certain of the proceedings not following the arguments brought forward by Daimler. Since Daimler still does have a different understanding of the relevant legal provisions it currently analyzes whether the controversial questions at issue should be clarified in a court of law. Irrespective of such objections and possibly following lawsuits, Daimler continues to cooperate fully with the KBA. The new calibrations requested by the KBA are being processed, and for a substantial proportion of the vehicles, the

relevant software has already been approved by the KBA; the related recalls have insofar been initiated. It cannot be ruled out that under certain circumstances, software updates may have to be rectified, or further delivery and registration stops may be ordered or resolved by the Company as a precautionary measure, also with regard to the used-car, leasing and financing businesses. In the course of its regular market supervision, the KBA is routinely conducting further reviews of Mercedes-Benz vehicles and is asking questions about technical elements of the vehicles. In addition, Daimler continues to be in a dialogue with the German Ministry for Transport and Digital Infrastructure (“**BMVI**”) to conclude the analysis of the diesel-related emissions matter and to further the update of affected customer vehicles. In light of the aforementioned administrative orders issued by, and continued discussions with, the KBA and the BMVI, it cannot be ruled out completely that additional administrative orders may be issued in the course of the ongoing and/or further investigations. Since September 1, 2020, this also applies to responsible authorities of other member states and the European Commission, which conduct market surveillance under the new European Type Approval Regulation and can take measures upon assumed non-compliance, irrespective of the place of the original type approval.

In the course of its formal investigation into possible collusion on clean emission technology, the European Commission sent a statement of objections to Daimler and other automobile manufacturers in April 2019. In this context, Daimler filed an application for immunity from fines (leniency application) with the European Commission some time ago.

In addition to the aforementioned authorities, national cartel authorities and other authorities of various countries, the South Korean Ministry of Environment, the South Korean competition authority (Korea Fair Trade Commission) and the Seoul public prosecutor’s office (South Korea) are conducting various investigations and/or procedures in connection with Diesel exhaust emissions.

Daimler continues to fully cooperate with the authorities and institutions. Irrespective of such cooperation and in light of the recent developments, it is possible that further regulatory, criminal and administrative investigative and enforcement actions and measures relating to Daimler and/or its employees will be taken or administrative orders will be issued. Such actions, measures and orders may include subpoenas, that is, legal instructions issued under penalty of law in the process of taking evidence, or other requests for documentation, testimony or other information, or orders to recall vehicles, further search warrants, a notice of violation or an increased formalization of the governmental investigations, coordination or proceedings, including the resolution of proceedings by way of a settlement. Additionally, further delays in obtaining regulatory approvals necessary to introduce new or recertify existing vehicle models could occur.

In light of the legal positions taken by EPA, CARB and the KBA, it is likely that, besides these authorities, one or more regulatory and/or investigative authorities worldwide will reach the conclusion that other passenger cars and/or commercial vehicles with the brand name Mercedes-Benz or other brand names of the Daimler Group are equipped with impermissible defeat devices. Likewise, such authorities could take the view that certain functionalities and/or calibrations are not proper and/or were not properly disclosed. Furthermore, the authorities have increased scrutiny of Daimler’s processes regarding running-change, field-fix and defect reporting as well as other compliance issues. As described above, the Stuttgart district attorney’s office’s administrative offense proceedings and the proceedings underlying the civil settlements with the US authorities have been resolved. The other inquiries, investigations, legal actions and proceedings as well as the replies to the governmental information requests and the objection proceedings against KBA’s administrative orders, are in part still ongoing and open. Hence, Daimler cannot predict the outcome of these inquiries, investigations and proceedings at this time. Due to the outcome of the administrative offense proceedings by the Stuttgart district attorney’s office against Daimler and the civil settlements with the US authorities, as well as the above and any potential other information requests, inquiries, investigations, administrative orders and proceedings, it is possible that Daimler will become subject to, as the case may be, significant additional monetary penalties, fines, disgorgements of profits, remediation requirements, further vehicle recalls, further registration and delivery stops, process and compliance improvements, mitigation measures and the early termination of promotional loans, and/or other sanctions, measures and actions (such as the exclusion from public tenders), including further governmental investigations and/or administrative orders and additional proceedings. The occurrence of the aforementioned events in whole or in part could cause significant collateral damage including reputational harm. Further, due to negative allegations, determinations or findings with respect to technical or legal issues by one of the various governmental agencies, other agencies – or also plaintiffs – could also adopt such allegations, determinations or findings, even if such allegations, determinations or findings are not within the scope of such authority’s responsibility or jurisdiction. Thus, a negative allegation, determination or finding in one proceeding, such as the fine notice issued by the Stuttgart district attorney’s office or the allegations underlying the civil settlements with the US authorities, carries the risk of having an

adverse effect on other proceedings, also potentially leading to new or expanded investigations or proceedings, including lawsuits.

In addition, Daimler's ability to defend itself in litigation or proceedings could be impaired by the fine notice issued by the Stuttgart district attorney's office, the civil settlements with the US authorities and by the underlying allegations and other unfavorable allegations, as well as by findings, results or developments in any of the information requests, inquiries and any resulting enforcement actions, investigations, administrative orders, legal actions and/or proceedings discussed above.

Risks from legal proceedings in connection with diesel exhaust gas emissions – court proceedings.

Since the beginning of 2016, several consumer class actions in U.S. federal district courts have become pending in the United States, which have been consolidated into a consolidated class action against Daimler AG and MBUSA before the U.S. District Court for New Jersey. In the class action, plaintiffs alleged that Daimler AG and MBUSA used devices that impermissibly impair the effectiveness of emission control systems in reducing nitrogen-oxide (NOX) emissions and which cause excessive emissions from vehicles with diesel engines. In addition, plaintiffs alleged that consumers were deliberately deceived in connection with the advertising of Mercedes-Benz diesel vehicles.

In the third quarter of 2020, Daimler AG and MBUSA reached a settlement with plaintiffs' counsel of this consumer class action. As part of the settlement, Daimler AG and MBUSA deny the material factual allegations and legal claims asserted by the class action plaintiffs, but have agreed to provide payments to certain current and former diesel vehicle owners and lessees. The estimated cost of the class action settlement is approximately \$700 million. Daimler expects costs of the settlements with the US authorities mentioned above in the amount of approximately \$1.5 billion. In addition, Daimler estimates further expenses of a mid three-digit-million euro amount to fulfill requirements of these settlements. The settlement with the US consumer class action plaintiffs is still subject to final court approval.

In a separate lawsuit filed by the State of Arizona in January 2019, the plaintiff claims that, amongst others, Daimler AG and MBUSA deliberately deceived consumers in connection with advertising Mercedes-Benz diesel vehicles. Consumer class actions containing similar allegations have been filed against Daimler AG and other Daimler Group companies in Canada in April 2016, in the United Kingdom since May 2020, in the Netherlands in June and December 2020 as well as against Daimler AG in Israel in February 2019. In a separate lawsuit filed by the Environmental Protection Commission of Hillsborough County, Florida in September 2020, the plaintiff claims that, amongst others, Daimler AG and MBUSA violated municipal regulations prohibiting vehicle tampering and other conduct by using alleged devices claimed to impair the effectiveness of emissions control systems.

In Germany, a large number of customers of diesel vehicles have filed lawsuits for damages or rescission of sales contracts. They assert that the vehicles contained inadmissible defeat devices and/or showed impermissibly high levels of emissions or fuel consumption. They refer to, in particular, the German Federal Motor Transport Authority's recall orders mentioned above. Given the current development of case numbers, we expect a continued high number of lawsuits being filed in this respect.

Furthermore, class actions have been filed in the United States and Canada alleging anticompetitive behavior relating to vehicle technology, costs, suppliers, markets and other competitive attributes, including diesel emissions control technology.

Daimler AG and the respective other affected companies of the Group regard the lawsuits set out above as being without merit and will – except for the US consumer class action settlement – defend themselves against the claims.

A securities class action lawsuit was pending in the United States on behalf of investors in Daimler AG American Depositary Receipts which alleged that the defendants had made materially false and misleading statements about diesel emissions in Mercedes-Benz vehicles. The parties have agreed to settle the lawsuit. On December 23, 2020, the court granted final approval of the settlement. Upon expiry of the appeal period on January 22, 2021, the proceedings were legally terminated.

In addition, investors have filed lawsuits in Germany alleging the violation of disclosure requirements. Daimler AG regards these lawsuits as being without merit and will defend itself against them. In this context, motions to initiate model proceedings in accordance with the Act on Model Proceedings in Capital Markets Disputes (*Kapitalanleger-Musterverfahrensgesetz* – KapMuG) have been filed by investors as well as by Daimler AG. On January 14, 2021, the Stuttgart Regional Court issued an order for reference to commence such

model case proceedings before the Stuttgart Higher Regional Court. Daimler AG will continue to defend itself against the investors' allegations also in these model case proceedings.

Daimler's ability to defend itself in the court proceedings could be impaired by the US consumer class action settlement as well as unfavorable allegations, findings, results or developments in any of the governmental or other court proceedings discussed above, in particular by the fine notice issued by the Stuttgart district attorney's office and by the civil settlements with the US authorities.

Risks from other legal proceedings.

Following the settlement decision by the European Commission adopted on July 19, 2016 concluding the trucks antitrust proceedings, Daimler AG and Daimler Truck AG are facing customers' claims for damages to a considerable degree. Respective legal actions, class actions and other forms of legal redress have been initiated in various states in and outside of Europe and should further be expected.

Class actions in connection with Takata airbags are pending in Canada, the United States and Israel, and a new collective action lawsuit was recently filed in Argentina. The lawsuits are based on the allegation that, along with Takata entities and many other companies that sold vehicles equipped with Takata airbag inflators, Daimler entities were allegedly negligent in selling such vehicles, purportedly not recalling them quickly enough, and failing to provide an adequate replacement airbag inflator. In August 2016, Mercedes-Benz Canada (MB Canada) was added as a defendant to a putative nationwide class action that remains pending in Ontario Superior Court. In addition, Daimler AG and MBUSA were named as defendants along with Takata companies in June 2017, in a US nationwide class action, which was filed in New Jersey Federal Court. In the third quarter of 2017, such lawsuit was transferred to federal court in the Southern District of Florida for consolidation with other multidistrict litigation proceedings. Further class action lawsuits in the USA were integrated into the multiple district proceedings. One of the multidistrict litigation complaints also asserts claims by automotive recyclers who allege injury because they are not able to re-sell salvaged airbag inflators that are subject to the Takata recall. In February 2019, Daimler AG and its non-subsidiary Israeli distributor (Colmobil) were named as defendants in an Israel-wide class action alleging inadequacy of Takata recall efforts in Israel and that action remains pending. In September 2020, Mercedes-Benz Argentina S.A. was named as a defendant in an Argentine class action alleging inadequacy of Takata recall efforts in Argentina as well as a failure to warn consumers about a potential defect. Daimler AG continues to regard all these lawsuits brought with regard to Mercedes-Benz vehicles as being without merit, and the Daimler Group affiliates respectively affected will further defend themselves against the claims. Contingent liabilities were disclosed to a low extent for this topic.

If court proceedings have an unfavorable outcome for Daimler, this could result in significant damages and punitive damages payments, remedial works or other expensive measures. Court proceedings can in part also have an adverse effect on the reputation of the Group.

Furthermore, Daimler's ability to defend itself in the court proceedings could be impaired by unfavorable findings, results or developments in any of the governmental or other Court proceedings discussed above.

As legal proceedings are fraught with a large degree of uncertainty, it is possible that after their final resolution, some of the provisions we have recognized for them could prove to be insufficient. As a result, substantial additional expenditures may arise. This also applies to legal proceedings for which the Group has seen no requirement to recognize a provision.

It cannot be ruled out that the regulatory risks and risks from legal proceedings discussed above, individually or in the aggregate, may materially adversely impact the profitability, cash flows and financial position of the Group or any of its segments.

The final result of any such litigation may influence the Group's earnings and cash flows in any particular period.

Further information on legal proceedings is provided in note 30 of the notes to the consolidated financial statements as of and for the year ended December 31, 2020, which is included in the 2020 Annual Report Excerpts, incorporated by reference into this Offering Memorandum.

Tax risks

Daimler AG and its subsidiaries operate in many countries worldwide and are therefore subject to numerous different statutory provisions and tax audits. Any changes in legislation and jurisdiction, as well as different interpretations of the law by the fiscal authorities – especially in the field of cross-border transactions –

may be subject to considerable uncertainty. It is therefore possible that the provisions recognized will not be sufficient, which could have negative effects on the Group's net profit and cash flows.

In addition, if future taxable income is not earned or is too low, there is a risk that the tax benefit from loss carryforwards and tax-deductible temporary differences may not be recognized or may no longer be recognized in full, which could have a negative impact on net profit.

Risks Related to the Notes

The proposed separation transaction is contingent upon the satisfaction of a number of conditions, may have a negative impact on our business, our credit rating, or the Notes and may not achieve the anticipated results.

It is envisaged as part of the separation proposal that substantially all of the existing financial obligations of Daimler, (including all of Daimler's obligations under the Notes) shall remain with Daimler even after the proposed separation. The intended separation will reduce the size and the diversification of the Group, which may have an adverse impact on our actual or perceived creditworthiness. The credit rating agencies have not yet evaluated or assessed the effects of the proposed separation and, therefore, the current credit ratings of the Notes do not reflect the impact of the proposed separation or any of the risks related to the proposed separation or other factors that may affect the market value or liquidity of the Notes. Accordingly, it is possible that the credit rating agencies may downgrade Daimler AG's rating following the proposed separation. It is also possible that the proposed separation of Daimler AG into two separate listed companies may ultimately turn out to be less successful than currently expected, may involve costs exceeding even the substantial costs currently envisaged, may not yield the benefits that are sufficient to justify those costs and associated risks, or may not occur in the expected timeframe, if at all.

Should any of these or other separation-related risks materialize, it could have an adverse effect on Daimler's business, net assets, financial condition, liquidity or results of operations, and cause the combined market value of Daimler AG and Daimler Truck after the proposed separation to fall short of the market value of Daimler AG's shares prior to the proposed separation. Should any of these risks materialize, Daimler's cost of funding may increase, which could harm its financial position and reduce its operating flexibility and cash flows or otherwise impair its ability to repay or to fulfil its obligations under the Notes and other indebtedness.

The obligation to repay the Notes will remain with Daimler AG following the proposed separation of Daimler Truck.

The proposed separation of Daimler Truck, which is still being evaluated and is subject to shareholder approval at an extraordinary shareholders' meeting of Daimler AG currently targeted for the end of the third quarter of 2021, will not be structured as a spin-off of only the Daimler Trucks & Buses segment, but will also be accompanied by a transfer of a significant portion (but less than a majority) of the assets and liabilities (and related revenues and EBIT) from the Daimler Mobility segment, as well as certain Daimler Mobility personnel and other items of the financial services business in the Daimler Mobility segment. In addition, the portion of Daimler AG's overhead costs and certain other components that will be allocated to Daimler Truck has not yet been determined. As a result, the available financial information relating to the Daimler Trucks & Buses segment does not provide complete information of the business to be separated and historical financial information or any pro forma information with respect to Daimler Truck or Daimler AG post-separation is not yet available and will not be available until a date closer in time to the extraordinary shareholders' meeting currently targeted for the end of the third quarter of 2021. Due to the preliminary nature of the proposed separation, it is not possible to present precise information on the expected financial impact of the separation on Daimler AG or the Group in connection with this offering of the Notes, but assets and revenues from the Daimler Trucks & Buses segment, which accounted for revenue of €34.671 billion and EBIT of €525 million in 2020 and attributable assets of €24.830 billion as of December 31, 2020, and the other assets and revenues expected to be allocated to Daimler Truck in connection with the proposed separation, including, as noted above, a significant portion (but less than a majority) of Daimler Mobility, which accounted for revenue of €27.699 billion and EBIT of €1.436 billion in 2020 and attributable assets of €161.265 billion as of December 31, 2020, will not be available to support repayment of the Notes following the completion of the proposed separation.

The obligation to repay the Notes will remain with Daimler after the proposed separation. As noted, Daimler AG currently intends to only maintain a minority interest in Daimler Truck. This would have a significant impact on the asset and revenue base of the Group and would reduce the resources upon which Daimler AG will be able to draw to fulfil its obligations under the Notes, and would lead to the deconsolidation of Daimler Truck from our consolidated financial statements. The reduction in consolidated assets and revenue, the exact amount of which is undetermined at the current time, will also increase leverage and could have an adverse impact on Daimler AG's credit ratings, and the market value or liquidity of the Notes.

In the event that the separation is approved at the extraordinary shareholders' meeting, it cannot be ruled out that Daimler AG may have to assume certain guarantees or liabilities for Daimler Truck for a transitional period. Daimler AG might need to indemnify Daimler Truck for certain liabilities and Daimler Truck might need to indemnify Daimler AG for certain liabilities. If Daimler AG is required to satisfy any such obligations toward Daimler Truck, Daimler's financial results or financial condition could be adversely impacted.

The consents of holders of the Notes may not be required for certain majority decisions, modifications of the terms of the Notes and the Fiscal Agency Agreement, waivers or substitution of the Issuer.

The terms of the Notes of each series contain provisions for calling meetings of holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority. See also "*Description of the Notes and Guarantees—Amendments.*"

The terms of the Notes of each series also provide that the Fiscal Agent may, without the consent of holders, agree to any modification of any provision of the terms of such Notes or the Fiscal Agency Agreement (as defined in this Offering Memorandum under "*Description of the Notes and Guarantees*") which is made to cure an ambiguity, to provide for the substitution of the Issuer, the Guarantor or the Fiscal Agent, to correct an error and certain other technical changes as well as to changes which benefit the holders of Notes.

The Notes of each series may be redeemed prior to maturity in the case of certain tax events.

In the event that the Issuer or the Guarantor would be obliged to increase the amounts payable in respect of the Notes of any series due to any withholding or deduction for or on account of any Taxes (as defined in this Offering Memorandum under "*Summary—The Offering—Payment of Additional Amounts*") imposed, levied, collected, withheld or assessed by or on behalf of any taxing jurisdiction of the Issuer or Guarantor or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes of such series in accordance with the terms and conditions of such Notes. See "*Description of the Notes and Guarantees—Optional Tax Redemption.*" Holders of Notes that are redeemed under this provision may not be able to reinvest the proceeds thereof in a comparable investment yielding the same or higher return.

FATCA withholding tax

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), the regulations thereunder and official interpretations thereof, agreements entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement ("**IGA**") entered into in connection with the implementation of such Sections of the Internal Revenue Code (collectively, "**FATCA**") impose a reporting regime and potentially a 30 percent withholding tax with respect to payments from U.S. sources, including interest paid by a U.S. corporation, to any non-U.S. financial institution (a "foreign financial institution", or "**FFI**" (as defined by FATCA)) that does not either (i) comply with certain due diligence, information reporting and registration requirements under U.S. law or non-U.S. laws implementing an IGA between the United States and the jurisdiction in which the FFI is resident or (ii) is not otherwise exempt from or in deemed compliance with FATCA. Non-FFIs may also be subject to withholding under FATCA if they do not provide required information about themselves or their owners to counterparties. Under current provisions of the Internal Revenue Code and U.S. Treasury regulations that govern FATCA, gross proceeds from a sale or other disposition of obligations that can produce U.S.-source interest, such as the Notes, are subject to FATCA withholding on or after January 1, 2019. However, under recently released proposed U.S. Treasury regulations, such gross proceeds are not subject to FATCA withholding. In its preamble to such proposed U.S. Treasury regulations, the Internal Revenue Service has stated that taxpayers may generally rely on the proposed U.S. Treasury regulations until final U.S. Treasury regulations are issued.

Because we are a U.S. corporation for U.S. tax purposes, and will make payments treated as payments from U.S. sources, financial institutions through which payments on the Notes are made may be required to withhold under FATCA if either the ultimate United States Alien Holder (as defined in "*United States Federal Income Tax Considerations—United States Alien Holder*") of the Notes or an agent, nominee or custodian receiving payments on behalf of the United States Alien Holder does not meet the FATCA requirements described above.

FATCA is particularly complex. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes. We will not pay any Additional Amounts in respect of FATCA withholding, so if FATCA withholding applies, you will receive

significantly less than the amount that you would have otherwise received with respect to your Notes.

Any substitution of the Issuer may trigger adverse tax consequences for the holders of the Notes.

The Issuer will be entitled, without the consent of the holders of Notes, at any time, to substitute the Guarantor or any Subsidiary (as defined in this Offering Memorandum under “*Description of the Notes and Guarantees—Consolidation, Merger and Sale of Assets; Substitution of the Issuer*”) of the Guarantor for the Issuer in accordance with the provisions, and subject to the conditions, set forth under “*Description of the Notes and Guarantees—Consolidation, Merger and Sale of Assets; Substitution of the Issuer*.” Such a substitution may in certain circumstances require holders to recognize taxable gain or loss for U.S. federal income tax purposes. Neither the Issuer nor the Guarantor will be liable to indemnify the holders for any taxes payable in connection with such substitution. Holders should consult their own tax advisers regarding the possible tax consequences of a substitution of the Issuer.

There is no public market for the Notes.

Each series of the Notes comprise a new issue of securities for which there is currently no public market. There is no established trading market for any series of Notes. The Notes are not listed or admitted for trading on any securities exchange, and we have no plans to effect such listing or admission. There can be no assurance that any market for the Notes will develop or continue, any market for the Notes will be liquid or holders will be able to sell their Notes when desired, or at all, or at prices they find acceptable.

The Notes have not been registered under the securities laws of any jurisdiction, and the Notes may not be offered, sold, pledged or otherwise transferred in any jurisdiction under circumstances where such registration would be required. Furthermore, the Notes are subject to significant transfer restrictions. See “*Transfer Restrictions*.”

Daimler may be able to and may incur substantially more debt in the future.

Daimler may be able to and may incur substantial additional indebtedness in the future, including in connection with future acquisitions. Any additional indebtedness may be secured by some or all of its assets. The terms of the Notes will not limit the amount of indebtedness Daimler may incur. Any such incurrence of additional indebtedness could exacerbate the risks that holders of the Notes now face. Furthermore, the Notes do not contain financial covenants or other provisions designed to protect holders of the Notes against a reduction in the creditworthiness of Daimler.

Credit ratings may not reflect all risks.

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. For example, Daimler recently announced plans to separate Daimler Truck, and, as the rating agencies have not yet evaluated or assessed the effects of the proposed separation, the current ratings assigned to the Group do not reflect the impact the proposed separation will have on Daimler AG (which will continue to be an obligor under the Notes) or its future credit rating following the separation. A downgrade of our credit ratings or other negative actions by the credit rating agencies could negatively impact the trading value or liquidity of the Notes. See “*Financial Risks – Risks from changes in credit ratings*” above. A credit rating is not a recommendation to buy, sell or hold the Notes and may be suspended, changed or withdrawn by the credit rating agency at any time.

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

There may be less publicly available information about German public companies, such as Daimler, than is regularly made available by public companies in the United States and in other jurisdictions. Daimler ceased to be an SEC registrant effective September 7, 2010 and, in connection therewith, ceased making filings with the SEC on June 8, 2010.

USE OF PROCEEDS

We estimate that the net proceeds from the issuance and sale of the Notes will be approximately U.S.\$2,988,350,000, after deducting the discounts and commissions of the Initial Purchasers and other expenses of the Offering that are to be borne by the Issuer. We intend to use substantially all of these net proceeds from the issuance and sale of the Notes to make intra-group loans to the Guarantor and/or entities owned directly or indirectly by the Guarantor for purposes of repayment of debt and for general corporate purposes.

CAPITALIZATION

Daimler Group

The following table sets forth, on a consolidated basis, (i) the capitalization of the Daimler Group as of December 31, 2020, in accordance with IFRS, and (ii) the capitalization of the Daimler Group as of December 31, 2020, as adjusted solely for the effect of the Offering. You should read this table together with Daimler's consolidated financial statements and related discussion and analysis incorporated by reference herein.

	As of December 31, 2020	
	Actual (audited)	As adjusted (unaudited)
	(€ in millions)	
Cash and cash equivalents.....	23,048	25,493 ³
Liabilities:		
Non-current liabilities.....	123,680	126,134 ⁴
Current liabilities	99,809	99,809
Total liabilities ¹	223,489	225,943 ⁴
Equity:		
Share capital ²	3,070	3,070*
Equity attributable to shareholders of Daimler AG.....	60,691	60,691
Non-controlling interests	1,557	1,557
Total equity	62,248	62,248
Total equity and liabilities	285,737	288,191 ⁴

1 For information on guarantees issued by Daimler as of December 31, 2020, please see note 33 to Daimler's consolidated financial statements as of and for the year ended December 31, 2020, which are incorporated by reference into this Offering Memorandum.

2 The Guarantor had issued and outstanding 1,070 million registered ordinary shares with no par value as of December 31, 2020.

3 The adjustment of €2,445 million reflects the euro equivalent of the \$2,988.4 million net proceeds to the Daimler Group from the Offering based on the euro/U.S. dollar exchange rate of €1.00 = \$ 1.2225 on February 25, 2021.

4 The adjustment of €2,454 million reflects the euro equivalent of the \$3,000 million principal amount of the Notes based on a euro/U.S. dollar exchange rate of €1.00 = \$ 1.2225 on February 25, 2021. This value differs from the financial liability that will be recorded on our consolidated balance sheet under IFRS. Non-derivative financial liabilities (such as the Notes) within the scope of IAS 39 are measured at amortized cost, using the effective interest method. The initial measurement takes place at fair value plus transaction costs and in subsequent periods, the amortization and accretion of any premium or discount will be included in our financial result.

DESCRIPTION OF THE NOTES AND GUARANTEES

Each of the 2024 Notes, the 2026 Notes, and the 2031 Notes will be issued pursuant to the fiscal agency agreement (the “**Fiscal Agency Agreement**”), expected to be dated as of March 2, 2021, among the Issuer, the Guarantor and The Bank of New York Mellon, as fiscal agent and principal paying agent (the “**Fiscal Agent**,” which expression shall, where the context so requires, include any successor for the time being as Fiscal Agent, or the “**Paying Agent**,” where the context so requires, which term shall also include any substitute or additional paying agents from time to time under the Fiscal Agency Agreement). The Paying Agent is also acting as transfer agent (in such capacity, the “**Transfer Agent**”), Defeasance Escrow Agent and registrar (the “**Registrar**”) of the Notes.

The Issuer reserves the right, at any time, to vary or terminate the appointment of the Fiscal Agent or Paying Agent and/or to appoint a successor Fiscal Agent and additional or other Paying Agents; *provided* that it will, so long as the Notes are outstanding, maintain a Paying Agent in New York City. Notice of any change of Fiscal Agent or any change in or addition to the Paying Agents or any change in their respective specified offices will be published as set forth below under “—*Notices*.”

Holders of the Notes (the “**Holders**”) are deemed to have notice of all provisions of the Fiscal Agency Agreement. The summary information set forth herein does not purport to be complete and is subject to the actual provisions of the Fiscal Agency Agreement, the Notes and the Guarantees. Copies of the Fiscal Agency Agreement, the Notes and the Guarantees are available for inspection at the office of the Fiscal Agent. A copy of the Fiscal Agency Agreement is also available upon request from the Issuer.

Amount and Denomination

In this offering, the Issuer will issue 2024 Notes in the aggregate principal amount of \$1,500,000,000, 2026 Notes in the aggregate principal amount of \$1,000,000,000 and 2031 Notes in the aggregate principal amount of \$500,000,000. The Notes of each series will be issued in denominations of \$150,000 and integral multiples of \$1,000 in excess thereof.

Ranking

The Notes will constitute direct, general and unconditional obligations of the Issuer which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated debt obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

Additional Notes

The Notes will initially be issued in the respective aggregate principal amounts set forth above. The Issuer may, at its option, at any time, and without the consent of the Holders of the applicable series of Notes, create and issue additional Notes (the “**Additional Notes**”) of such series in one or more transactions subsequent to the date of this Offering Memorandum with terms (other than the issue price, issue date and, if applicable, the payment of interest accruing prior to the issue date and the date of the first payment of interest thereon), identical to the Notes of such series, including having the same CUSIP and/or ISIN number, so that such Additional Notes shall be consolidated with and form a single series with such series of Notes under such Notes and the Fiscal Agency Agreement; *provided* that Additional Notes and outstanding Notes of the same series with the same CUSIP, ISIN or other identifying number must be fungible for U.S. federal income tax purposes. Any such Additional Notes will have the same terms as to status, redemption or otherwise as the Notes of the related series. No Additional Notes may be issued, however, if an Event of Default (as defined and described under “—*Events of Default*” below) has occurred and is continuing with respect to the Notes of the applicable series. Unless the context otherwise requires, in this “*Description of the Notes and Guarantees*,” references to the “**Notes**” include the Notes and any Additional Notes that are issued. Additional Notes, if any, will be issued under an offering document that is separate from this Offering Memorandum.

Guarantees

The Guarantor will fully, unconditionally and irrevocably guarantee the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes. These Guarantees of the Notes constitute direct, general and unconditional obligations of the Guarantor which will at all times rank equally in right of payment with all present and future unsecured and unsubordinated debt obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. The Guarantees will

remain in full effect until all sums payable in respect of the Notes shall have been paid in full.

Principal and Interest

The 2024 Notes will bear interest at 0.750% per annum and will mature on March 1, 2024, unless redeemed prior to maturity as contemplated below. The 2026 Notes will bear interest at 1.450% per annum and will mature on March 2, 2026, unless redeemed prior to maturity as contemplated below. The 2031 Notes will bear interest at 2.450% per annum and will mature on March 2, 2031, unless redeemed prior to maturity as contemplated below. The Notes of each series will be payable at 100% of the face amount thereof upon redemption at their applicable maturity.

Interest on the 2024 Notes will be payable semi-annually in arrear on March 1 and September 1 of each year, commencing on September 1, 2021. Interest on the 2026 Notes will be payable semi-annually in arrear on March 2 and September 2 of each year, commencing on September 2, 2021. Interest on the 2031 Notes will be payable semi-annually in arrear on March 2 and September 2 of each year, commencing on September 2, 2021. Interest on the 2024 Notes will be payable to the Holders of record on the February 14 and August 17 immediately preceding the related Interest Payment Date, interest on the 2026 Notes will be payable to the Holders of record on the February 15 and August 18 immediately preceding the related Interest Payment Date and interest on the 2031 Notes will be payable to the Holders of record on the February 15 and August 18 immediately preceding the related Interest Payment Date, in each case whether or not such day is a Business Day (as defined in this Offering Memorandum under “*Summary—The Offering—Business Day*”). The first interest payment on the 2024 Notes will be for interest accrued from, and including, March 2, 2021 up to, but excluding, September 1, 2021. The first interest payment on the 2026 Notes will be for interest accrued from, and including, March 2, 2021 up to, but excluding, September 2, 2021. The first interest payment on the 2031 Notes will be for interest accrued from, and including, March 2, 2021 up to, but excluding, September 2, 2021.

Each Note will cease to bear interest upon its applicable maturity or earlier redemption unless, upon due presentation, payment of the amount due is improperly withheld or refused, in which case it will continue to bear interest (before as well as after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder and (ii) the day which is seven days after the day the Paying Agent has notified the Holder that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

If the due date for any payment in respect of any Note is not a Business Day, then the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day, and will not be entitled to any further interest or other payment as a result of any such delay.

Interest on each series of the Notes will be calculated on the basis of a 360-day year of twelve 30-day months.

Book-Entry; Delivery and Form

Each series of Notes offered and sold to QIBs in reliance on Rule 144A under the Securities Act initially will be issued in the form of one or more restricted global registered notes (together, the “**Rule 144A Global Notes**”). Each series of Notes offered and sold to non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S under the Securities Act will be issued in the form of one or more global registered notes (together, the “**Regulation S Global Notes**”). The Rule 144A Global Notes and the Regulation S Global Notes are referred to collectively as the “**Global Notes**”.

The Global Notes will be deposited on the date of issuance with the Fiscal Agent, and registered in the name of Cede & Co., as nominee for DTC, in each case for credit to an account of a direct or indirect participant in DTC (including Euroclear and Clearstream, as described under “*Book-Entry; Delivery and Form—Euroclear*” and “*Book-Entry; Delivery and Form—Clearstream*”). Beneficial interests in the Rule 144A Global Note may be exchanged for beneficial interests in the Regulation S Global Note at any time, and beneficial interests in the Regulation S Global Notes may be exchanged for beneficial interests in the Regulation 144A Global Note after the Distribution Compliance Period (as defined in this Offering Memorandum under “*Book-Entry; Delivery and Form—Summary of Provisions Relating to Notes in Global Form*”), in each case in the circumstances described under “*Book-Entry; Delivery and Form—Summary of Provisions Relating to Notes in Global Form*”.

The Notes will be subject to certain restrictions on transfer and will bear restrictive legends as described in “*Transfer Restrictions*.” In addition, transfers of beneficial interests in the Global Notes will be subject to the

applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Ownership of the Global Notes may not be transferred, in whole or in part, except in limited circumstances. Beneficial interests in the Global Notes may not be exchanged for notes in certificated form, except in the limited circumstances described herein under “*Book-Entry; Delivery and Form—Summary of Provisions Relating to Certificated Notes.*”

Payments

So long as the Notes are in the form of Global Notes, all payments in respect of the Notes will be made by the Paying Agent to DTC as the registered holder. The Paying Agent will treat the persons in whose names Global Notes are registered as the owners thereof for the purpose of making such payments and for any and all other purposes whatsoever. None of the Issuer, the Guarantor or any of their respective agents has or will have any responsibility or liability for:

- any aspect of the records of the registered holder(s) or any direct participant’s or indirect participant’s records relating to, or payments made on account of, beneficial ownership interests in the Global Notes, or for maintaining, supervising or reviewing any of the records of the registered holder(s) or any direct participant’s or indirect participant’s records relating to the beneficial ownership interests in the Global Notes; or
- any other matter relating to the actions and practices of the registered holder(s) or any of its or their direct participants or indirect participants.

DTC has advised the Issuer that its current practice, upon receipt of any payment in respect of securities such as the Notes, is to credit the accounts of the relevant participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Payments by the direct participants and the indirect participants to the beneficial owners of the Notes will be governed by standing instructions and customary practices and will be the responsibility of the direct participants or the indirect participants and will not be the responsibility of DTC or the Issuer, the Guarantor or the Paying Agent. The Issuer, the Guarantor and the Paying Agent may conclusively rely, and shall bear no responsibility or liability for any action taken in reliance, on instructions from DTC or its nominee for all purposes.

The Issuer expects that Euroclear or Clearstream, upon receipt of any payment in respect of a Global Note, will immediately credit participants’ accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of that Global Note as shown on the records of Euroclear or Clearstream. The Issuer also expects that payments by participants to ultimate owners of beneficial interests in a Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Certain Duties of the Fiscal Agent

As issuing and paying agent, the Fiscal Agent will act as agent of the Issuer and will not assume fiduciary obligations to Holders. The Fiscal Agency Agreement provides that the Fiscal Agent will be under no obligation to take any action or perform any duties other than those specifically set forth in the Fiscal Agency Agreement. The Fiscal Agency Agreement will not oblige the Fiscal Agent to exercise certain responsibilities that may be exercised by trustees with respect to debt securities issued under an indenture, including certain discretionary actions customarily taken by trustees in connection with events of default under such debt securities. None of the parties to the Fiscal Agency Agreement will be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) regardless of the cause of action.

The Issuer may appoint, at its discretion, additional Paying Agents for the payment of amounts due in respect of the Notes at such place or places as the Issuer may determine.

The Fiscal Agency Agreement provides that the Fiscal Agent may resign and that the Issuer may remove the Fiscal Agent or any other Paying Agent in respect of the Notes, but any such resignation or removal will take effect only upon the appointment by the Issuer of, and acceptance of such appointment by, a successor Fiscal Agent or other Paying Agent.

Optional Make-Whole Redemption

Any series of Notes will be redeemable, as a whole or in part, at the option of the Issuer at any time, at a

redemption price equal to the greater of (i) 100% of the principal amount of such Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal thereof and interest thereon (exclusive of interest accrued to the date of redemption), discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus (i) in the case of the 2024 Notes, 10 basis points (0.100%), (ii) in the case of the 2026 Notes, 10 basis points (0.100%) and (iii) in the case of the 2031 Notes, 15 basis points (0.150%), plus, in each case, unpaid interest accrued thereon to the date of redemption. Notwithstanding the foregoing, installments of interest on the relevant series of Notes that are due and payable on an Interest Payment Date falling on or prior to a redemption date will be payable on the applicable Interest Payment Date to the Holders as of the close of business on the relevant regular record date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated (on a day count basis) yield of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“Comparable Treasury Issue” means the U.S. Department of the Treasury (the **“U.S. Treasury”**) security or securities selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the relevant series of Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes.

“Comparable Treasury Price” means, with respect to any redemption date, (A) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations or (B) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Issuer.

“Reference Treasury Dealer” means (i) each of BofA Securities, Inc., J.P. Morgan Securities LLC, Mizuho Securities USA LLC, SG Americas Securities, LLC, a primary U.S. government securities dealer selected by Credit Agricole Securities (USA), Inc., a primary U.S. government securities dealer selected by MUFG Securities Americas Inc., a primary U.S. government securities dealer selected by Standard Chartered Bank AG and a primary U.S. government securities dealer selected by SMBC Nikko Securities America, Inc., or their applicable affiliates which are primary U.S. government securities dealers, and their respective successors; *provided*, however, that if any of the foregoing or their affiliates shall cease to be a primary U.S. government securities dealer in New York City (a **“Primary Treasury Dealer”**), the Issuer shall substitute therefor another Primary Treasury Dealer; and (ii) two other Primary Treasury Dealers selected by the Issuer for each Note.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealers at 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of a Note of the series to be redeemed. Notice having been given, the Notes specified in such notice shall become due and payable on the date fixed for redemption and will be paid at the redemption price at the place or places of payment and in the manner specified in the Notes.

Unless the Issuer defaults in payment of the redemption price, on and after the redemption date interest shall cease to accrue on the related Notes or portions thereof called for redemption, and the only right of the holders of such Notes shall be to receive payment of the redemption price for such Notes.

In the case of any partial redemption of Notes, each outstanding Note shall be redeemed *pro rata*; *provided* that if at the time of redemption such Note is registered as a Global Note, DTC shall determine, in accordance with its procedures, the principal amount of such Notes to be redeemed beneficially held by each holder of a beneficial interest in such Global Note.

Payment of Additional Amounts

All payments in respect of the Notes by a Paying Agent, the Issuer, the Guarantor, or any other person

on behalf of the Issuer or the Guarantor, or any successor thereto (each, a “**Payor**”) shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (collectively, “**Taxes**”) imposed, collected, withheld, assessed or levied by or on behalf of: (1) the United States in the case of the Issuer or Germany in the case of the Guarantor and, in each case, any political subdivision or governmental authority thereof or therein having power to tax; and (2) any other jurisdiction in which the Payor is organized, tax resident or engaged in business, or any political subdivision or governmental authority thereof or therein having the power to tax (collectively, (1) and (2), a “**Relevant Taxing Jurisdiction**”), unless the withholding or deduction of the Taxes is required by law of any Relevant Taxing Jurisdiction.

Where the withholding or deduction of Taxes is required by the law of any Relevant Taxing Jurisdiction, the Payor will pay such additional amounts (the “**Additional Amounts**”) as may be necessary in order that the net amounts received by the Holders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes in the absence of the withholding or deduction; except that no such Additional Amounts shall be payable in respect of any Note:

- (a) to, or to a third party on behalf of, a Holder who is liable for such Taxes by reason of the existence of any present or former business or personal connection between the Holder and the Relevant Taxing Jurisdiction imposing such Taxes (other than the mere receipt of such payment or ownership or holding of such Notes);
- (b) to, or to a third party on behalf of, a Holder of Notes to the extent that such Holder or third party would not have been liable or subject to the withholding or deduction had it complied with any applicable certification, identification or other reporting requirements concerning the nationality, residence or identity of the Holder, beneficial owner of the Notes or third party, or its connection (or lack thereof) with a Relevant Taxing Jurisdiction;
- (c) presented for payment (where presentation is required) more than 30 days after the Relevant Date (as defined below), except to the extent that a Holder would have been entitled to such Additional Amounts if it had presented such Note on the last day of such period of 30 days;
- (d) where such withholding or deduction is imposed for, or on account of, any present or future estate, inheritance, gift, sales, excise, transfer, personal property or similar tax, duty, assessment or governmental charge;
- (e) the Holder of which is a fiduciary, partnership or other entity that is not the sole beneficial owner of the payment, and the laws of the Relevant Taxing Jurisdiction require the payment to be included in the income of a beneficiary or settlor for tax purposes with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had it been the Holder;
- (f) where the Taxes can be paid other than by deduction or withholding from a payment on the Notes;
- (g) where withholding or deduction is imposed because the holder of the Note is considered a 10% shareholder of the Issuer or the Guarantor for purposes of sections 871(h)(3) or 881(c)(3) of the Internal Revenue Code;
- (h) where such withholding or deduction is imposed because the holder (1) is a bank purchasing the Note in the ordinary course of its lending business or (2) is a bank that is neither (A) buying the Note for investment purposes only nor (B) buying the Note for resale to a third party that either is not a bank or will not hold the Note for investment purposes only; or
- (i) where such withholding or deduction is payable for any combination of (a) through (h) above.

All payments in respect of the Notes by a Payor will be paid net of any deduction or withholding imposed or required pursuant to FATCA. Neither the Issuer nor the Guarantor will be required to pay Additional Amounts on account of any FATCA withholding.

For purposes of the foregoing, the “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the monies payable has not been received by the Fiscal Agent or, as the case may be, the Paying Agent on or prior to such due date, the Relevant Date means the first date on which, the full amount of such monies having been so received and being available for payment to Holders, notice to that effect has been duly given to the Holders.

Whenever in the Fiscal Agency Agreement, the Notes, the Guarantees or this Offering Memorandum there is mentioned, in any context, (1) the payment of principal or interest, (2) redemption prices or purchase prices in connection with the redemption or purchase of the Notes, or (3) any other amount payable under or with respect to any Note or Guarantee, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

Optional Tax Redemption

The Notes of any series may be redeemed, subject to any other terms set forth herein and in the Fiscal Agency Agreement, as a whole but not in part, at the option of the Issuer, upon not less than 30 days' prior notice to the Holders of such Notes, at a redemption price equal to 100% of the principal amount thereof, together with unpaid interest accrued, if any, thereon to (but excluding) the redemption date, if on the next succeeding Interest Payment Date, (a) the Issuer will be obligated to (i) pay any Additional Amounts or (ii) account to any taxing authority in a Relevant Taxing Jurisdiction for any amount (other than any tax withheld or deducted from interest payable on a Note of such series) in respect of any payment made or to be made on any Note of such series, (b) the Guarantor would be unable, for reasons outside its control, to procure payment by the Issuer without such Additional Amounts being payable or being required to account as aforesaid and in making such payment itself would be required to pay Additional Amounts or to account as aforesaid or (c) the Guarantor would be required to deduct or withhold amounts for or on account of any Taxes of whatever nature imposed or levied by or on behalf of a Relevant Taxing Jurisdiction in making any payment of any sum to the Issuer required to enable the Issuer to make a payment in respect of such Notes or to account to any taxing authority in a Relevant Taxing Jurisdiction for any amount calculated by reference to the amount of any such sum to be paid to the Issuer; *provided* that Notes of any such series may not be so redeemed if such obligation of the Issuer or the Guarantor to pay such Additional Amounts or to account as aforesaid arises because of the official application or interpretation of the laws or regulations affecting taxation of a Relevant Taxing Jurisdiction, or any political subdivision or governmental authority thereof or therein, as a result of any event referred to in (A) or (B) below, which law or regulation is in effect on the date of (A) the assumption by a Subsidiary (as defined in this Offering Memorandum under “— *Consolidation, Merger and Sale of Assets; Substitution of the Issuer*”) of the Guarantor of the Issuer's obligations under the Notes and under the Fiscal Agency Agreement or (B) the consolidation or merger of the Issuer or the Guarantor with or into, or the sale, conveyance, transfer or lease by the Issuer or the Guarantor of all or substantially all of its assets to, any person. If the relevant Issuer or the Guarantor provides an opinion of counsel in the appropriate jurisdiction, dated as of the date of the relevant event referred to in clause (A) or (B) above, that no obligation to pay any Additional Amount or to account as aforesaid arises, then that opinion of counsel shall be final and binding, solely for purposes of this paragraph, on the Issuer, the Guarantor, the Agents and the Holders of the Notes of any such series as to the law of the relevant jurisdiction at the date of such opinion of counsel.

Repurchase of Notes by the Issuer or the Guarantor

The Issuer or the Guarantor may, at any time, purchase Notes at any price in the open market or otherwise. Notes so purchased may, at the Issuer's or the Guarantor's discretion, be held, resold or surrendered to the Fiscal Agent for cancellation.

Negative Pledge

The Guarantor shall not, 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 Paying Agent, provide any security upon any or all of its assets for other notes or bonds, including any guarantee or indemnity assumed therefor, without at the same time having the Holders share equally and ratably in such security, *provided* that security upon its assets is neither mandatory pursuant to applicable laws nor required as a prerequisite for governmental approvals.

Events of Default

Subject to “—*Amendments*,” each Holder shall be entitled to declare his Notes of the relevant series due and demand immediate redemption thereof at their principal amount, together with unpaid accrued interest and Additional Amounts, if any, as provided in the Fiscal Agency Agreement, if any of the following events (each, an “**Event of Default**”) occurs with respect to such Notes:

- (a) default in the payment of any amount due under the Notes, and such default continues for 30 days from the relevant due date; or
- (b) default in the performance of or breach of any covenant or warranty of the Issuer or the Guarantor in the Fiscal Agency Agreement, and such default or breach continues for a period of 90 consecutive days after the Holders of

not less than 25% in aggregate principal amount of all affected Notes have given written notice thereof to the Issuer, Guarantor and the Fiscal Agent; or

- (c) announcement by the Issuer or the Guarantor of its inability to meet its financial obligations; or
- (d) opening of bankruptcy or other insolvency proceedings by a court against the Issuer or the Guarantor, or such proceedings are instituted and have not been discharged or stayed within 60 days, 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
- (e) the Issuer or the Guarantor goes into liquidation, unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a reconstruction, and such other or new company assumes all obligations contracted by the Issuer or the Guarantor in connection with the issue of the Notes.

Discharge and Defeasance

Each of the Issuer and the Guarantor may discharge its respective obligations to comply with any payment or other obligation under the Notes and the Guarantees by depositing obligations issued by the United States in an amount sufficient to provide for the timely payment of principal, interest and Additional Amounts, if any, due under the Notes with the Fiscal Agent, as Defeasance Escrow Agent, and by satisfying certain other conditions. The right to discharge and defease the obligations shall be subject to certain conditions as set forth in the terms of the Notes, including that (i) such deposit will not result in a breach, violation or default under the Notes or any other agreement to which the Issuer or the Guarantor, as applicable, is subject; (ii) no Event of Default or event which with the giving of notice or lapse of time would become an Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit; and (iii) the Issuer or the Guarantor, as applicable, has delivered to the Fiscal Agent certain officer's certificates and opinions of counsel.

Amendments

Subject to certain exceptions, the Fiscal Agency Agreement, the Notes of any series and the Guarantees affixed thereto may be amended or supplemented, and future compliance therewith by the Issuer and the Guarantor may be waived, with the consent of the Holders of at least a majority in aggregate principal amount of the Notes of such series then outstanding, or of such lesser percentage as may act at a meeting of Holders held in accordance with the provisions of the Fiscal Agency Agreement, which contains provisions for convening meetings of Holders for such purposes and for considering other matters that may affect their interests.

However, without the consent of each Holder of an outstanding Note so affected, no modification, amendment, waiver or consent may, among other things:

- (1) reduce the principal amount of Notes;
- (2) reduce the stated rate, or extend the stated time for payment, of interest on any Note;
- (3) extend the maturity date of any Note;
- (4) make any Notes payable in a currency other than U.S. dollars;
- (5) change the redemption or repayment provisions of any Note;
- (6) impair the right of any Holder to receive payment of principal or interest in respect of such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;
- (7) make any change in the amendment or waiver provisions of the Fiscal Agency Agreement or of the Notes which require the consent of each Holder of an affected Note;
- (8) make a change in the provisions of the Notes authorizing Holders to accelerate payment in case of an Event of Default;
- (9) make any changes in the provisions of the Notes, the Guarantees or the Fiscal Agency Agreement relating to Additional Amounts that adversely affects the rights of any Holder of such Notes in any material respect or amends the terms of such Notes or Guarantees in a way that would result in a loss of an exemption from any

of the Taxes described under the terms of such Notes or Guarantees or an exemption from any obligation to withhold or deduct Taxes so described under the terms of such Notes or Guarantees unless the Issuer and the Guarantor, as the case may be, agree to pay Additional Amounts, if any, in respect thereof; or

- (10) change in any manner adverse to the interests of the Holders, the terms and provisions of the Guarantees in respect of the due and punctual payment of the principal and interest (and all Additional Amounts, if any) on the Notes.

Without the consent of any Holder, the Issuer, the Guarantor and the Fiscal Agent may amend the Fiscal Agency Agreement, the Notes and the Guarantees affixed thereto to:

- (1) cure any ambiguity, omission, defect or inconsistency or make any other change that does not adversely affect the rights of any Holder in any material respect;
- (2) provide for the assumption by a successor corporation of the obligations of the Issuer or Guarantor under the Fiscal Agency Agreement, the Notes or the Guarantees, as the case may be, in accordance with “—*Consolidation, Merger and Sale of Assets; Substitution of the Issuer*” below;
- (3) provide for uncertificated Notes in addition to or in place of certificated Notes;
- (4) add to the covenants of the Issuer or the Guarantor for the benefit of the Holders or surrender any right or power conferred upon the Issuer or the Guarantor;
- (5) conform the text of the Fiscal Agency Agreement, the Notes or the Guarantees to any provision of this “*Description of the Notes and Guarantees*”;
- (6) evidence and provide for the acceptance and appointment under the Fiscal Agency Agreement of a successor Fiscal Agent pursuant to the requirements thereof; or
- (7) modify the restrictions on, and procedures for, resale and other transfers of the Notes and the Guarantees pursuant to law, regulation or practice relating to the resale or transfer of restricted securities generally.

The consent of the Holders is not necessary under the Fiscal Agency Agreement, the Notes or the Guarantees to approve the particular form of any proposed amendment, supplement or waiver thereto. It is sufficient if such consent approves the substance of the proposed amendment, supplement or waiver. A consent to any amendment, supplement or waiver under the Fiscal Agency Agreement, the Notes or the Guarantee by any Holder of Notes given in connection with a tender of such Holder’s Notes will not be rendered invalid by such tender.

In determining whether the Holders of the requisite principal amount of Notes of any series have given any request, demand, authorization, consent, vote or waiver in connection with the Fiscal Agency Agreement, the Notes of such series, and the Guarantees, Notes owned by the Issuer, the Guarantor or any Affiliate (as defined in the Fiscal Agency Agreement) of the Issuer or the Guarantor shall be disregarded and deemed not to be outstanding for these purposes.

The Issuer will publish a notice of any material amendment, supplement or waiver in accordance with the provisions of the Fiscal Agency Agreement described in this Offering Memorandum under “—*Notices*.”

Any modifications, amendments or waivers to the Fiscal Agency Agreement, the terms of the Notes of any series or the Guarantees affixed to such Notes will be conclusive and binding on all Holders of the Notes of such series, whether or not they have given such consent or were present at such meeting, and on all future Holders of Notes of such series, whether or not notation of such modifications, amendments or waivers is made upon the Notes of such series or the Guarantees affixed thereto. Any instrument given by or on behalf of any Holder of a Note in connection with any consent to any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent Holders of such Note.

Consolidation, Merger and Sale of Assets; Substitution of the Issuer

The Issuer or the Guarantor may, without the consent of the Holders of any of the Notes, consolidate with, or merge into, or sell, transfer, lease or convey all or substantially all of their respective assets to, any corporation, and the Issuer may at any time substitute for the Issuer either the Guarantor or any Subsidiary (as defined below) of the Guarantor as principal debtor under the Notes (a “**Substitute Issuer**”); *provided that:*

- (1) the Substitute Issuer or any successor company shall expressly assume the Issuer's or the Guarantor's respective obligations under the Notes of the relevant series or the Guarantees affixed thereto, as the case may be, and the Fiscal Agency Agreement;
- (2) neither the Issuer nor the Guarantor is in default of any payments due under the Notes or the Guarantees and immediately before and after giving effect to such consolidation, merger, sale, transfer, lease or conveyance no Event of Default shall have occurred and be continuing;
- (3) in the case of a Substitute Issuer, the obligations of the Substitute Issuer other than the Guarantor arising under or in connection with the Notes and the Fiscal Agency Agreement are irrevocably and unconditionally guaranteed by the Guarantor on the same terms as existed immediately prior to such substitution under the Guarantees given by such Guarantor;
- (4) when a Substitute Issuer or any successor company to the Issuer, the Guarantor or any Substitute Issuer is incorporated, tax resident or engaged in business in a jurisdiction other than the United States or any political subdivision thereof, it agrees to assume the Payors' obligations under the Notes or the Guarantees affixed thereto, as the case may be, to pay Additional Amounts as discussed under "*—Payment of Additional Amounts*" above, adding the name of its jurisdiction of incorporation, tax residence or place of business to the list of Relevant Taxing Jurisdictions;
- (5) when a Substitute Issuer or any successor company to the Issuer, the Guarantor or any Substitute Issuer is domiciled in a jurisdiction other than the United States, it agrees to submit to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan, New York, New York, over any suit, action or proceeding arising out of or relating to the Fiscal Agency Agreement, the Notes or the Guarantees, and appoint an agent for service of process accordingly;
- (6) the Issuer or the Guarantor has delivered to the Fiscal Agent an officer's certificate stating that such consolidation, merger, sale, transfer, lease, conveyance or substitution complies with the terms of the Note relating to substitution of the Issuer and that all conditions precedent in the Note relating to such transaction have been met; and
- (7) written notice of such transaction shall be provided to the Holders as promptly as is reasonably practicable.

Upon the effectiveness of any transaction or substitution, all of the provisions of the Notes will apply *mutatis mutandis*, and references elsewhere herein, in the Fiscal Agency Agreement, the Notes and Guarantees affixed thereto to the Issuer or the Guarantor will, where the context so requires, be deemed to be or include references to the Substitute Issuer or any successor company to the Issuer, the Guarantor or any Substitute Issuer, as applicable.

"Subsidiary" means a subsidiary within the meaning of Section 290 of the HGB.

Any of the events described in this section might result for U.S. federal income tax purposes in a deemed exchange of the Notes for new securities by the Holders thereof, potentially resulting in the recognition of gain or loss for such purposes. Holders of Notes should consult their own tax advisors regarding the tax consequences of such a substitution.

Notices

Notices to Holders shall be validly given if mailed to them (or the first named of joint Holders) by first class mail (or, if first class mail is unavailable, by airmail) at their respective addresses in the register and deemed to have been given on the later of (a) publication of the notice on the Issuer's website in accordance with the following paragraph or (b) the seventh day after the date of mailing. Failure to mail a notice to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice is mailed in the manner provided above, it shall be deemed duly given, whether or not the addressee receives it. Except as otherwise provided in the Fiscal Agency Agreement, notice of any meeting of Holders, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed to Holders at their registered addresses not less than 30 nor more than 60 days prior to the date fixed for the meeting.

For so long as the Notes of any series are represented by Global Notes, the Issuer will publish notices to Holders of Notes on its website and all such notices to Holders of the Notes will be delivered to DTC as the sole Holder, in accordance with its applicable policies as in effect from time to time, and shall be deemed to have been given on the date of such publication on the Issuer's website.

No Personal Liability of Directors, Officers, Employees and Shareholders

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

Prescription

Any claim for the payment of principal, interest and Additional Amounts, if any, in respect of the Notes will become void unless presentment for payment is made (where so required in the terms of the Notes or in the Fiscal Agency Agreement) within five years of the respective original payment date therefor.

Governing Law and Submission to Jurisdiction

The Fiscal Agency Agreement, the Notes and the Guarantees affixed thereto will be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of laws principles thereof. Each of the Issuer and the Guarantor has irrevocably submitted to the non-exclusive jurisdiction of and venue in any federal or state court in the Borough of Manhattan in the City of New York, County and State of New York, United States, in any suit, action or proceeding based on, arising out of or relating to the Notes, the Guarantees or the Fiscal Agency Agreement.

BOOK-ENTRY; DELIVERY AND FORM

Summary of Provisions Relating to Notes in Global Form

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

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

The Rule 144A Notes will initially be represented by one or more permanent Rule 144A Global Notes in definitive, fully registered form without interest coupons, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Fiscal Agency Agreement and such legends as may be applicable thereto, and will be deposited with The Bank of New York Mellon as custodian for, and registered in the name of Cede & Co., as nominee for DTC duly executed by the Issuer and authenticated by the Fiscal Agent, as Registrar, as provided in the Fiscal Agency Agreement. Regulation S Book-Entry Interests may be transferred to a person who takes delivery in a beneficial interest in a Rule 144A Global Note (“**Rule 144A Book-Entry Interests**”) and, together with the Regulation S Book-Entry Interests, the “**Book-Entry Interests**”) during the Distribution Compliance Period only if such transfer occurs in connection with a transfer of Notes pursuant to Rule 144A and only upon receipt by the Fiscal Agent, as Registrar, of written certifications from the transferor (in the form or forms provided in the Fiscal Agency Agreement) to the effect that the Notes are being transferred to a person who the transferor reasonably believes is a QIB within the meaning of Rule 144A under the Securities Act and who is acquiring the Notes for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions. Rule 144A Book-Entry Interests may be transferred to a person who takes delivery in the form of Regulation S Book-Entry Interests only upon receipt by the Fiscal Agent, as Registrar, of written certifications from the transferor (in the form or forms provided in the Fiscal Agency Agreement) to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S.

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

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

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

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

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

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

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

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

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

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

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

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream participants, on the other hand, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by the relevant European depository; however, those cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in that system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to the relevant European depository to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the European depositories.

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

The Issuer expects that DTC will take any action permitted to be taken by a Holder (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the Book-Entry Interests in a Global Note are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such

direction. However, if there is an Event of Default under the Notes, DTC will exchange the applicable Global Note for certificated Notes, which it will distribute to its participants and which may be legended as set forth under the heading “*Transfer Restrictions*.”

DTC

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

Euroclear

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

Investors electing to acquire Notes in the Offering through an account with Euroclear or some other securities intermediary must follow the settlement procedures of such intermediary with respect to the settlement of new issues of securities. Notes to be acquired against payment through an account with Euroclear will be credited to the securities clearance accounts of the respective Euroclear participants in the securities processing cycle for the first day Euroclear is open for business following the settlement date for value as of the settlement date.

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

Euroclear has advised that, under Belgian law, investors that are credited with securities on the records of Euroclear have a co-property right in the fungible pool of interests in securities on deposit with Euroclear in an amount equal to the amount of interests in securities credited to their accounts. In the event of the insolvency of Euroclear, Euroclear participants would have a right under Belgian law to the return of the amount and type of interests in securities credited to their accounts with Euroclear. If Euroclear did not have a sufficient amount of interests in securities on deposit of a particular type to cover the claims of all participants credited with such interests in securities on Euroclear’s records, all participants having an amount of interests in securities of such type credited to their accounts with Euroclear would have the right under Belgian law to the return of their pro rata share of the amount of interests in securities actually on deposit. Under Belgian law, Euroclear is required to pass on the benefits of ownership in any interests in Notes on deposit with it (such as dividends, voting rights and other entitlements) to any person credited with such interests in securities on its records. Distributions with respect to the Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear participants in accordance with the Euroclear terms and conditions.

Clearstream

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

Summary of Provisions Relating to Certificated Notes

If DTC is at any time unwilling or unable to continue as a depository for the Global Notes and a successor depository is not appointed by the Issuer within 90 days, or if there shall have occurred and be continuing an Event of Default with respect to the Notes of any series, the Issuer will issue certificated Notes of the same series in exchange for the related Global Notes. Certificated Notes delivered in exchange for Book-Entry Interests will be registered in the names, and issued in denominations of \$150,000 and integral multiples of \$1,000 in excess thereof, requested by or on behalf of DTC or the successor depository (in accordance with its customary procedures). Holders of Book-Entry Interests may receive certificated Notes, which may bear the legend referred to under “*Transfer Restrictions*,” in accordance with DTC’s rules and procedures in addition to those provided for under the Fiscal Agency Agreement.

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

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

Payment of principal and interest in respect of the certificated Notes shall be payable at the agency of the Issuer in New York City, which shall initially be at the corporate trust office of the Fiscal Agent, which is located at 240 Greenwich Street, New York City, New York 10286, United States of America.

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

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion describes the material U.S. federal income tax consequences of the purchase, ownership and disposition of the Notes to a United States Holder (as defined below) or a United States Alien Holder (as defined below) that holds its Notes as capital assets for tax purposes (generally, property held for investment). It applies to you only if you acquire a Note in the initial offering at the offering price.

This discussion does not apply to you if you are a member of a class of holders subject to special rules, such as:

- a dealer in securities or currencies;
- a trader in securities that elects to use a mark-to-market method of accounting for your securities holdings;
- a bank;
- a partnership;
- a life insurance company;
- a tax-exempt organization;
- a person that owns Notes that are a hedge or that are hedged against interest rate risks;
- a person that owns Notes as part of a straddle or conversion transaction for tax purposes;
- a person that purchases or sells Notes as part of a wash sale for tax purposes;
- accrual method taxpayers that are required to recognize income for U.S. federal income tax purposes no later than when such income is taken into account as revenue in applicable financial statements;
- a United States Holder (as defined below) whose functional currency for tax purposes is not the U.S. dollar; or
- persons that are members of an “expanded group” within the meaning of U.S. Treasury Regulations Section 1.385-1 of which the Issuer is also a member.

These holders may be subject to U.S. federal income tax consequences different from those set forth below.

This section is based on the Internal Revenue Code, its legislative history, existing and proposed U.S. Treasury regulations under the Internal Revenue Code, published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly on a retroactive basis.

It is anticipated, and the following discussion assumes, that the Notes will be issued with no more than *de minimis* original issue discount for U.S. federal income tax purposes, notwithstanding our right to optional redemption, which, for the purposes of calculating original issue discount, will be assumed to not be exercised because it would not reduce the yield on the Notes. This discussion also assumes that the Notes are considered debt for U.S. federal income tax purposes.

United States Holders

This subsection describes the tax consequences to a United States Holder. You are a “**United States Holder**” if you are a beneficial owner of a Note and you are for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a domestic corporation (including an entity treated as a domestic corporation for U.S. federal income tax purposes);
- an estate whose income is subject to United States federal income tax regardless of its source; or
- a trust if a United States court can exercise primary supervision over the trust’s administration and one or more United States persons are authorized to control all substantial decisions of the trust.

If you are not a United States Holder, this subsection does not apply to you and you should refer to “—*United States Alien Holders*” below.

Payments of Interest

Interest you receive on a Note (including Additional Amounts, if any) will be taxed as ordinary income at the time you receive the interest or when it accrues, depending on your regular method of accounting for U.S. federal income tax purposes.

Purchase, Sale and Retirement of the Notes

You will generally recognize capital gain or loss on the sale or retirement of your Note equal to the difference between the amount you realize on the sale or retirement, excluding any amounts attributable to accrued but unpaid interest (which will be taxable as such), and your tax basis in your Note. Your tax basis in a Note generally should equal the amount you paid to acquire the Note. Capital gain of a non-corporate United States Holder is generally taxed at preferential rates where the property is held for more than one year.

Medicare Tax

Non-corporate United States Holders whose income exceeds certain thresholds generally will be subject to a 3.8 percent surtax tax on their "net investment income" (which generally includes, among other things, interest on, and capital gain from the sale or other taxable disposition of, the Notes). United States Holders should consult their own tax advisors regarding the possible effect of such tax on their ownership and disposition of the Notes.

Substitution of the Issuer

The Guarantor or certain of its subsidiaries, subject to certain restrictions, may assume the obligations of the Issuer under the Notes without the consent of the Holders. Such events in some circumstances may cause the Notes to be treated as exchanged in a taxable transaction for U.S. federal income tax purposes, potentially causing United States Holders to recognize gain on their Notes. You should consult your own tax advisors regarding the United States federal, state, and local tax consequences of any substitutions of the Issuer.

United States Alien Holders

This subsection describes the tax consequences to a United States Alien Holder. You are a “**United States Alien Holder**” if you are the beneficial owner of a Note and are, for United States federal income tax purposes:

- a non-resident alien individual;
- a foreign corporation; or
- an estate or trust that in either case is not subject to United States federal income tax on a net income basis on income or gain from a Note.

If you are a United States Holder, this subsection does not apply to you. This subsection does not consider the withholding or net income tax consequences to United States Alien Holders that are engaged in a U.S. trade or business, or United States Alien Holders that are present in the United States for 183 days or more during the taxable year, and such Holders should consult their tax advisors regarding the specific tax consequences of their purchase, ownership and disposition of the Notes.

Withholding Tax

Under United States federal income tax law, and subject to the discussion of backup withholding and FATCA below, if you are a United States Alien Holder of a Note we and other U.S. payors generally would not be required to deduct United States withholding tax from payments with respect to your Note of principal and interest to you if, in the case of payments of interest: (i) you do not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the Issuer, the Guarantor or Daimler North America Corporation entitled to vote; (ii) you are not a controlled foreign corporation that is related to the Issuer, the Guarantor or Daimler North America Corporation through direct, indirect or constructive stock ownership; (iii) you are not a bank holding the Note in the course of a lending business; and (iv) you have furnished to the U.S. payor a complete Internal Revenue Service withholding form (generally, an applicable Form W-8) upon which you certify, under penalties of perjury, that you are not a United States person.

Further, a Note held by an individual who at death is not a citizen or resident of the United States would not be includible in the individual's gross estate for United States federal estate tax purposes if:

- the decedent did not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the Issuer, the Guarantor or Daimler North America Corporation entitled to vote at the time of death; and
- the income on the Note would not have been effectively connected with a United States trade or business of the decedent at the same time.

FATCA Withholding

FATCA imposes a reporting regime and potentially a 30 percent withholding tax with respect to payments from U.S. sources, including interest paid by a U.S. corporation, to any FFI that does not either (i) comply with certain due diligence, information reporting and registration requirements under U.S. law or non-U.S. laws implementing an IGA between the United States and the jurisdiction in which the FFI is resident or (ii) is not otherwise exempt from or in deemed compliance with FATCA. Non-FFIs may also be subject to withholding under FATCA if they do not provide required information about themselves or their owners to counterparties. Under current provisions of the Internal Revenue Code and U.S. Treasury regulations that govern FATCA, gross proceeds from a sale or other disposition of obligations that can produce U.S.-source interest, such as the Notes, are subject to FATCA withholding on or after January 1, 2019. However, under recently released proposed U.S. Treasury regulations, such gross proceeds are not subject to FATCA withholding. In its preamble to such proposed U.S. Treasury regulations, the Internal Revenue Service has stated that taxpayers may generally rely on the proposed U.S. Treasury regulations until final U.S. Treasury regulations are issued.

Because we are a U.S. corporation for U.S. tax purposes, and will make payments treated as payments from U.S. sources, financial institutions through which payments on the Notes are made may be required to withhold under FATCA if either the ultimate United States Alien Holder of the Notes or an agent, nominee or custodian receiving payments on behalf of the United States Alien Holder does not meet the FATCA requirements described above.

FATCA is particularly complex. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes. We will not pay any Additional Amounts in respect of FATCA withholding, so if FATCA withholding applies, you will receive significantly less than the amount that you would have otherwise received with respect to your Notes.

Backup Withholding and Information Reporting

In general, if you are a non-corporate United States Holder, we and other payors are required to report to the Internal Revenue Service all payments of principal, and any premium and interest on your Note unless you establish an exemption. In addition, we and other payors are required to report to the Internal Revenue Service any payment of proceeds of the sale of your Note before maturity within the United States. Additionally, backup withholding would apply to any payments if you fail to provide an accurate taxpayer identification number, or you are notified by the Internal Revenue Service that you have failed to report all interest and dividends required to be shown on your federal income tax returns.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR INVESTOR. EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES TO IT OF AN INVESTMENT IN THE NOTES IN LIGHT OF THE INVESTOR'S OWN CIRCUMSTANCES.

PLAN OF DISTRIBUTION

BofA Securities, Inc., Credit Agricole Securities (USA) Inc., J.P. Morgan Securities LLC, Mizuho Securities USA LLC, MUFG Securities Americas Inc., SG Americas Securities, LLC, Standard Chartered Bank AG and SMBC Nikko Securities America, Inc. are the initial purchasers named in the table below (the “**Initial Purchasers**”). Subject to the terms and conditions set forth in a purchase agreement among the Issuer, the Guarantor and the Initial Purchasers, the Issuer has agreed to sell to the Initial Purchasers, and each of the Initial Purchasers has agreed, severally and not jointly, to purchase from the Issuer, the principal amount of Notes set forth opposite its name below.

Initial Purchasers	Principal Amount of 2024 Notes	Principal Amount of 2026 Notes	Principal Amount of 2031 Notes
BofA Securities, Inc.	\$187,500,000	\$125,000,000	\$62,500,000
Credit Agricole Securities (USA) Inc.	\$187,500,000	\$125,000,000	\$62,500,000
J.P. Morgan Securities LLC.....	\$187,500,000	\$125,000,000	\$62,500,000
Mizuho Securities USA LLC.....	\$187,500,000	\$125,000,000	\$62,500,000
MUFG Securities Americas Inc.....	\$187,500,000	\$125,000,000	\$62,500,000
SG Americas Securities, LLC.....	\$187,500,000	\$125,000,000	\$62,500,000
Standard Chartered Bank AG	\$187,500,000	\$125,000,000	\$62,500,000
SMBC Nikko Securities America, Inc.....	\$187,500,000	\$125,000,000	\$62,500,000
Total	\$1,500,000,000	\$1,000,000,000	\$500,000,000

Subject to the terms and conditions set forth in the purchase agreement, the Initial Purchasers have agreed, severally and not jointly, to purchase all of the Notes sold under the purchase agreement. If an Initial Purchaser defaults, the purchase agreement provides that the purchase commitments of the non-defaulting Initial Purchasers may be increased or, in certain cases, the purchase agreement may be terminated.

The Issuer and the Guarantor have agreed to indemnify the several Initial Purchasers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Initial Purchasers may be required to make in respect of those liabilities.

The Initial Purchasers are offering each series of the Notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the Notes, and other conditions contained in the purchase agreement, such as the receipt by the Initial Purchasers of officer’s certificates and legal opinions. The Initial Purchasers reserve the right to withdraw, cancel or modify offers and to reject orders in whole or in part.

Settlement

We expect that delivery of the Notes will be made to investors on or about March 2, 2021, which will be the third Business Day following the date of this Offering Memorandum (such settlement being referred to as “**T+3**”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to the delivery of the Notes hereunder will be required, by virtue of the fact that the Notes initially settle in T+3, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes prior to their date of delivery hereunder should consult their advisors.

Commissions and Discounts

The Initial Purchasers have advised the Issuer and the Guarantor that the Initial Purchasers propose initially to offer the Notes at the prices set forth on the cover page of this Offering Memorandum. After the initial offering, the offering prices or any other term of the Offering may be changed. The expenses of the Offering, not including the discount to the Initial Purchasers, are estimated at \$ 400,000 and are payable by the Issuer and the Guarantor.

Notes Are Not Being Registered

The Notes have not been registered under the Securities Act or any state securities laws. The Initial Purchasers propose to offer the Notes for resale in transactions not requiring registration under the Securities Act or applicable state securities laws, including sales pursuant to Rule 144A and Regulation S under the Securities Act. The Initial Purchasers will not offer or sell the Notes except to persons they reasonably believe to be QIBs, as defined in, and in reliance on, Rule 144A, or pursuant to offers and sales to non-U.S. persons (as defined in Regulation S) that occur outside of the United States within the meaning of, and in reliance on, Regulation S. In addition, until 40 days following the commencement of this offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act. Each purchaser of the Notes will be deemed to have made acknowledgments, representations and agreements as described under “*Transfer Restrictions*.”

No Sales of Similar Securities

The Issuer has agreed that it will not, until the Business Day following the closing date of this offering, without first obtaining the prior written consent of the Initial Purchasers, directly or indirectly, issue, sell, offer to contract or grant any option to sell, pledge, transfer or otherwise dispose of, any debt securities denominated in U.S. dollars or securities exchangeable for or convertible into debt securities denominated in U.S. dollars of the Issuer or the Guarantor, except for commercial paper or other short-term debt instruments of the Issuer or the Guarantor or as contemplated by the purchase agreement.

Price Stabilization, Short Positions

In connection with the Offering, the Initial Purchasers may purchase and sell the Notes in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the Initial Purchasers of a greater principal amount of Notes than they are required to purchase in the Offering. The Initial Purchasers must close out short positions by purchasing Notes in the open market. A short position is more likely to be created if the Initial Purchasers are concerned that there may be downward pressure on the price of the Notes in the open market after pricing that could adversely affect investors who purchase in the Offering.

Similar to other purchase transactions, the Initial Purchasers' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the Notes or preventing or retarding a decline in the market price of the Notes. As a result, the price of the Notes may be higher than the price that might otherwise exist in the open market.

Neither the Issuer, the Guarantor nor any of the Initial Purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes. In addition, neither the Issuer, the Guarantor nor any of the Initial Purchasers make any representation that any Initial Purchaser will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

The Initial Purchasers also may impose a penalty bid. This occurs when a particular Initial Purchaser repays to the Initial Purchasers a portion of the underwriting discount received by it because another Initial Purchaser has repurchased Notes sold by or for the account of such Initial Purchaser in stabilizing or short covering transactions.

Other Relationships

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

The Initial Purchasers and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. In particular, affiliates of each of the Initial Purchasers are parties to the €11 billion multi-currency revolving credit facility agreement with Daimler AG, dated July 23, 2018 and to a further €12 billion loan facility agreement with Daimler AG dated April 1, 2020. After capital market transactions were carried out in 2020, this latter credit line

has been reduced to €8.8 billion as of December 31, 2020. As of February 24, 2021, there were no outstanding borrowings under these facilities.

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

In addition, in the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments (including serving as counterparties to certain derivative and hedging arrangements) and may actively trade debt and equity securities (or related derivative securities), currencies, commodities, credit default swaps, and other financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantor or their respective affiliates. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

United States

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Securities are being offered and sold only (1) to QIBs in accordance with Rule 144A and (2) outside the United States to non-U.S. persons, as defined in, and in reliance on, Regulation S under the Securities Act and.

Each Initial Purchaser has represented and agreed with the Issuer and the Guarantor that (1) it has not offered or sold, and will not offer or sell, any Securities except (A) to those it reasonably believes to be “qualified institutional buyers” (as defined in, and in reliance on, Rule 144A under the Securities Act) or (B) in offshore transactions to non-U.S. persons (as defined in Regulation S) in accordance with Rule 903 of Regulation S; (2) no general solicitation or general advertising (within the meaning of Rule 502 under the Securities Act) will be used in the United States in connection with the offering of the Securities; (3) neither it nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities, and that such Initial Purchaser, its affiliates and any persons acting on its or their behalf have complied and will comply with the offering restrictions of Regulation S; and (4) it is an “accredited investor” within the meaning of Rule 501 under the Securities Act.

Terms used in the preceding two paragraphs have the meanings ascribed to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of the Securities, an offer or sale of Securities within the United States by any dealer (whether or not participating in the offering of the Securities) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the UK. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or

- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, 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.

In addition, each Initial Purchaser has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the UK.

European Economic Area

Prohibition of Sales to EEA Retail Investors

Each Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the EEA. For the purposes of this provision, 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 MiFID II; or
- (b) a customer within the meaning of 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.

Hong Kong

The Securities have not been offered or sold and will not be offered or sold in Hong Kong by means of any document other than (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”) and any rules made thereunder, or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public as defined in the C(WUMP)O; and no advertisement, invitation or document relating to the Securities has been or may be issued or has been or may be in the possession of any person for the purpose of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (“FIEL”) on the ground that the solicitation for subscription of the Securities falls within the definition of “solicitation to qualified institutional investors” as defined in Article 2, paragraph 3, item 2 (I) of the FIEA. Such solicitation shall be subject to the condition that qualified institutional investors (as defined under the FIEA, “QIIs”) who desire to acquire the Securities shall be made aware that they shall not transfer the notes to anyone other than other QIIs. Accordingly, the Securities have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to, for the benefit of or for the account of any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, for the benefit of or for the account of any resident of Japan, except the private placement above pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEL, and in compliance with the other relevant laws, regulations and ministerial guidelines of Japan.

Singapore

This Offering Memorandum has not been and will not be registered as a prospectus under the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) by the Monetary Authority of Singapore, and the offer of the Notes in Singapore is made primarily pursuant to the exemptions under Section 274 and 275 of the SFA. Accordingly, this Offering Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or caused to be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (an “**Institutional Investor**”) as defined in Section 4A of the SFA pursuant to Section 274 of the SFA, (ii) to an accredited investor as defined in Section 4A of the SFA (an “**Accredited Investor**”) or other relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA (a “**Relevant Person**”), or any person pursuant to Section 275(1A) of the SFA, in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a Relevant Person which is:

- (a) a corporation (which is not an accredited investor as defined in Section 4A of the SFA (an “**Accredited Investor**”)), the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an Accredited Investor; or
- (b) a trust (where the trustee is not an Accredited Investor), whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an Accredited Investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an Institutional Investor, an Accredited Investor, a Relevant Person, or to any person arising from an offer referred to in Section 275(1A) of the SFA (in the case of a corporation) or Section 276(4)(i)(B) of the SFA (in the case of a trust);
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments)(Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore).

Singapore Securities and Futures Act Product Classification—Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Issuer has determined, and hereby notifies all persons that the Securities are “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) 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).

Switzerland

Neither this Offering Memorandum nor any other offering or marketing material relating to the Securities constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland, and neither this Offering Memorandum nor any other offering or marketing material relating to the Securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Offering Memorandum nor any other offering or marketing material relating to the offering nor any of the Issuer, the Guarantor or the Securities has been or will be filed with or approved by any Swiss regulatory authority. The Securities are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss

Financial Market Supervisory Authority, and investors in the Securities will not benefit from protection or supervision by such authority.

The Securities are being offered in Switzerland by way of a private placement only, i.e., to a small number of selected investors only, without any public offer and only to investors who do not purchase the Securities with the intention to distribute them to the public. This Offering Memorandum may be used only by those investors to whom it has been handed out in connection with the offering of Securities described herein and may neither directly nor indirectly be distributed or made available to other persons.

TRANSFER RESTRICTIONS

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

The Securities have not been registered under the Securities Act or the securities laws of any other jurisdiction and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws. Accordingly, the Securities offered hereby are being offered and sold only (A) to QIBs in accordance with Rule 144A and (B) in offshore transactions to non-U.S. persons, as defined in, and in reliance on, Regulation S under the Securities Act.

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

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

“THE NOTES AND THE GUARANTEES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT (A “**QUALIFIED INSTITUTIONAL BUYER**”) ACQUIRING THIS SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE OTHER QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (B) IN AN OFFSHORE TRANSACTION TO A NON-U.S. PERSON COMPLYING WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION. THE HOLDER HEREOF, BY ACQUIRING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOTIFY ANY TRANSFEREE OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.”
- (e) It agrees that it will give to each person to whom it transfers the Securities notice of any restrictions on transfer of such Securities.
- (f) It acknowledges that the Fiscal Agent will not be required to accept for registration of transfer any

Securities except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth therein have been complied with.

- (g) It acknowledges that the Issuer, the Guarantor, the Initial Purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements and agrees that if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the Securities are no longer accurate, it shall promptly notify the Initial Purchasers. If it is acquiring any Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such investor account.

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

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

“THE NOTES AND THE GUARANTEES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND, PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE SECURITIES WERE FIRST OFFERED AND (2) THE DATE OF ISSUANCE OF THESE SECURITIES, MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION. THE HOLDER HEREOF, BY ACQUIRING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOTIFY ANY TRANSFEREE OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.”
- (d) It agrees that it will give to each person to whom it transfers the Securities notice of any restrictions on transfer of such Securities.
- (e) It acknowledges that the Fiscal Agent will not be required to accept for registration of transfer any Securities except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth therein have been complied with.
- (f) It acknowledges that the Issuer, the Guarantor, the Initial Purchaser and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by its purchase of the Securities are no longer accurate, it shall promptly notify the Initial Purchasers. If it is acquiring any Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to

make the foregoing acknowledgments, representations and agreements on behalf of each such investor account.

VALIDITY OF SECURITIES

The validity of the Notes will be passed upon for the Issuer by Freshfields Bruckhaus Deringer LLP, U.S. counsel to the Issuer and the Guarantor. Sidley Austin LLP will act as counsel to the Initial Purchasers in connection with the Offering. Sidley Austin LLP from time to time represents affiliates of the Issuer and the Guarantor in connection with certain legal matters.

ISSUER

Daimler Finance North America LLC

36455 Corporate Drive
Farmington Hills, Michigan 48331
United States of America

GUARANTOR

Daimler AG

Mercedesstraße 120
70327 Stuttgart
Federal Republic of Germany

JOINT BOOK-RUNNING MANAGERS

BofA Securities, Inc.

One Bryant Park
New York, New York
10036
United States of America

Credit Agricole Securities (USA) Inc.

1301 Avenue of the Americas
New York, New York 10019
United States of America

J.P. Morgan Securities LLC

383 Madison Avenue,
New York, New York 10179
United States of America

Mizuho Securities USA LLC

1271 Avenue of the Americas – 19th
Floor
New York, New York 10020
United States of America

MUFG Securities Americas Inc.

1221 Avenue of the Americas, 6th
Floor
New York, New York 10020-1001
United States of America

SG Americas Securities, LLC

245 Park Avenue
New York, New York 10167
United States of America

Standard Chartered Bank AG

Taunusanlage 16
60325 Frankfurt am Main
Germany

SMBC Nikko Securities America, Inc.

277 Park Avenue
New York, New York 10172
United States of America

LEGAL ADVISORS TO THE ISSUER AND THE GUARANTOR AS TO U.S. LAW

Freshfields Bruckhaus Deringer LLP

100 Bishopsgate
London EC2P 2SR
United Kingdom

LEGAL ADVISORS TO THE INITIAL PURCHASERS AS TO U.S. LAW

Sidley Austin LLP

787 Seventh Avenue
New York, New York 10019
United States of America

INDEPENDENT ACCOUNTANTS

KPMG AG Wirtschaftsprüfungsgesellschaft

Theodor-Heuss-Straße 5
70174 Stuttgart
Federal Republic of Germany

FISCAL AGENT, PAYING AGENT, TRANSFER AGENT AND REGISTRAR

The Bank of New York Mellon

240 Greenwich Street
New York, New York 10286
United States of America

[THIS PAGE INTENTIONALLY LEFT BLANK]

DAIMLER

\$3,000,000,000

Daimler Finance North America LLC

as Issuer

Daimler AG

as Guarantor

\$1,500,000,000 0.750% Notes due March 1, 2024

\$1,000,000,000 1.450% Notes due March 2, 2026

\$500,000,000 2.450% Notes due March 2, 2031

OFFERING MEMORANDUM

February 25, 2021

Joint Book-Running Managers

BofA Securities

Credit Agricole CIB

J.P. Morgan

Mizuho Securities

MUFG

SOCIETE GENERALE

Standard Chartered Bank AG

SMBC Nikko