

DEUTSCHE BANK AKTIENGESELLSCHAFT

Form 424B2

April 20, 2015

PRICING SUPPLEMENT NO. 2416BF

Filed Pursuant to Rule 424(b)(2)

Registration Statement No. 333-184193

Dated April 16, 2015

\$2,750,000 Deutsche Bank AG Airbag Autocallable Yield Optimization Notes

Deutsche Bank AG Notes Linked to the Common Stock of Apple Inc. due April 21, 2016

Investment Description

Airbag Autocallable Yield Optimization Notes (the “Notes”) are unsubordinated and unsecured obligations of Deutsche Bank AG, London Branch (the “Issuer”) with returns linked to the performance of the common stock of a specific company described herein (the “Reference Underlying”). The Notes will have a face amount (the “Face Amount”) equal to \$1,000. On a monthly basis, Deutsche Bank AG will pay you a coupon (a “Coupon Payment”) regardless of the performance of the Reference Underlying. If the Closing Price of the Reference Underlying on any quarterly Observation Date is greater than or equal to the Initial Price, Deutsche Bank AG will automatically call the Notes and, for each \$1,000 Face Amount of Notes, pay you the Face Amount plus the applicable Coupon Payment for that month and no further amounts will be owed to you. If the Notes are not automatically called and the Final Price is greater than or equal to the Conversion Price, Deutsche Bank AG will pay you at maturity a cash payment per \$1,000 Face Amount of Notes equal to the Face Amount. However, if the Notes are not automatically called and the Final Price is less than the Conversion Price, Deutsche Bank AG will deliver to you at maturity a number of shares of the Reference Underlying per \$1,000 Face Amount of Notes equal to the Face Amount divided by the Conversion Price (the “Share Delivery Amount”), which is expected to have a value of less than the Face Amount and may have no value at all. Investing in the Notes involves significant risks. You may lose some or all of your initial investment. In exchange for receiving the Coupon Payments on the Notes, you are accepting the risk of receiving shares of the Reference Underlying at maturity that are worth less than your initial investment and the credit risk of the Issuer for all payments under the Notes. Generally, the higher the Coupon Rate on the Notes, the greater the risk of loss on the Notes. The contingent repayment of your initial investment applies only if you hold the Notes to maturity. Any payment on the Notes, including any Coupon Payment, any payment upon an automatic call and any repayment of your initial investment at maturity, is subject to the creditworthiness of the Issuer. If the Issuer were to default on its payment obligations or become subject to a Resolution Measure (as described on page 2), you might not receive any amounts owed to you under the terms of the Notes and you could lose your entire investment.

Features

q Income — Regardless of the performance of the Reference Underlying, Deutsche Bank AG will pay you a monthly coupon. In exchange for receiving the Coupon Payments, you are accepting the risk of receiving shares of the Reference Underlying at maturity that are worth less than your initial investment and the credit risk of the Issuer for all payments under the Notes.

q Automatically Callable — If the Closing Price of the Reference Underlying on any quarterly Observation Date is greater than or equal to the Initial Price, Deutsche Bank AG will automatically call the Notes and, for each \$1,000 Face Amount of Notes, pay you the Face Amount plus the applicable Coupon Payment for

Key Dates

Trade Date	April 16, 2015
Settlement Date	April 21, 2015
Observation Dates <sup>1</sup>	Quarterly
Final Valuation Date <sup>1</sup>	April 15, 2016
Maturity Date <sup>1</sup>	April 21, 2016

<sup>1</sup> See page 4 for additional details

that month and no further amounts will be owed to you. If the Notes are not automatically called, investors may have downside market exposure to the Reference Underlying at maturity, subject to any contingent repayment of your initial investment.

**q Downside Exposure with Contingent Repayment of Your Initial Investment at Maturity** — If the Notes are not automatically called and the Final Price is greater than or equal to the Conversion Price, Deutsche Bank AG will pay you at maturity a cash payment per \$1,000 Face Amount of Notes equal to the Face Amount, and you will not participate in any increase or decrease in the price of the Reference Underlying. However, if the Notes are not automatically called and the Final Price is less than the Conversion Price, Deutsche Bank AG will deliver to you per \$1,000 Face Amount of Notes at maturity a number of shares of the Reference Underlying equal to the Share Delivery Amount, which is expected to have a value of less than the Face Amount and may have no value at all. The contingent repayment of your initial investment only applies if you hold the Notes to maturity. Any payment on the Notes, including any Coupon Payment, any payment upon an automatic call and any repayment of your initial investment at maturity, is subject to the creditworthiness of the Issuer. If the Issuer were to default on its payment obligations or become subject to a Resolution Measure, you might not receive any amounts owed to you under the terms of the Notes and you could lose your entire investment.

**NOTICE TO INVESTORS: THE NOTES ARE SIGNIFICANTLY RISKIER THAN CONVENTIONAL DEBT INSTRUMENTS. THE ISSUER IS NOT NECESSARILY OBLIGATED TO REPAY THE FULL INITIAL INVESTMENT IN THE NOTES AT MATURITY, AND THE NOTES CAN HAVE THE FULL DOWNSIDE MARKET RISK OF THE REFERENCE UNDERLYING. THIS MARKET RISK IS IN ADDITION TO THE CREDIT RISK INHERENT IN PURCHASING AN OBLIGATION OF DEUTSCHE BANK AG. YOU SHOULD NOT PURCHASE THE NOTES IF YOU DO NOT UNDERSTAND OR ARE NOT COMFORTABLE WITH THE SIGNIFICANT RISKS INVOLVED IN INVESTING IN THE NOTES. THE NOTES WILL NOT BE LISTED ON ANY SECURITIES EXCHANGE.**

**YOU SHOULD CAREFULLY CONSIDER THE RISKS DESCRIBED UNDER “KEY RISKS” BEGINNING ON PAGE 6 OF THIS PRICING SUPPLEMENT, UNDER “RISK FACTORS” BEGINNING ON PAGE 9 OF THE ACCOMPANYING PRODUCT SUPPLEMENT AND UNDER “RISK FACTORS” BEGINNING ON PAGE 2 OF THE ACCOMPANYING PROSPECTUS ADDENDUM BEFORE PURCHASING ANY NOTES. EVENTS RELATING TO ANY OF THOSE RISKS, OR OTHER RISKS AND UNCERTAINTIES, COULD ADVERSELY AFFECT THE MARKET VALUE OF, AND THE RETURN ON, YOUR NOTES. YOU MAY LOSE SOME OR ALL OF YOUR INITIAL INVESTMENT IN THE NOTES.**

## Note Offering

We are offering Airbag Autocallable Yield Optimization Notes (the “Notes”) linked to the performance of the common stock of Apple Inc. The Initial Price is the Closing Price of the Reference Underlying on April 15, 2015. The Initial Price is not the Closing Price of the Reference Underlying on the Trade Date. The Conversion Price is based on the Initial Price. The Notes will be issued in minimum denominations equal to \$1,000 and integral multiples of \$1,000 thereof.

Reference Underlying	Ticker	Coupon Rate(1)	Initial Price of a Share of the Reference Underlying	Conversion Price	CUSIP/ ISIN
Common stock of Apple Inc.	AAPL	7.60% per annum	\$126.78	\$114.10, equal to 90.00% of the Initial Price	25190G713 / US25190G7135

(1) The total amount of coupons paid will be based on the duration of the Notes.

See “Additional Terms Specific to the Notes” in this pricing supplement. The Notes will have the terms specified in product supplement BF dated October 5, 2012, the prospectus supplement dated September 28, 2012 relating to our Series A global notes of which the Notes are a part, the prospectus dated September 28, 2012, the prospectus addendum dated December 24, 2014 and this pricing supplement.

The Issuer’s estimated value of the Notes on the Trade Date is \$985.50 per \$1,000 Face Amount of Notes, which is less than the Issue Price. Please see “Issuer’s Estimated Value of the Notes” on the following page of this pricing supplement for additional information.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Notes or passed upon the accuracy or the adequacy of this pricing supplement or the accompanying product supplement BF, prospectus supplement, prospectus or prospectus addendum. Any representation to the contrary is a criminal offense. The Notes are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency.

Offering of Notes	Price to Public		Discounts and Commissions(1)		Proceeds to Us	
	Total	Per Note	Total	Per Note	Total	Per Note
Notes linked to the common stock of Apple Inc.	\$2,750,000.00	\$1,000.00	\$27,500.00	\$10.00	\$2,722,500.00	\$990.00

(1) For more detailed information about discounts and commissions, please see “Supplemental Plan of Distribution (Conflicts of Interest)” in this pricing supplement.

Deutsche Bank Securities Inc. (“DBSI”) is our affiliate. For more information, see “Supplemental Plan of Distribution (Conflicts of Interest)” in this pricing supplement.

## CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Maximum Aggregate Offering Price	Amount of Registration Fee
Notes	\$2,750,000.00	\$319.55

UBS  
Financial  
Services  
Inc.

Deutsche  
Bank  
Securities

## Issuer's Estimated Value of the Notes

The Issuer's estimated value of the Notes is equal to the sum of our valuations of the following two components of the Notes: (i) a bond and (ii) an embedded derivative(s). The value of the bond component of the Notes is calculated based on the present value of the stream of cash payments associated with a conventional bond with a principal amount equal to the Face Amount of Notes, discounted at an internal funding rate, which is determined primarily based on our market-based yield curve, adjusted to account for our funding needs and objectives for the period matching the term of the Notes. The internal funding rate is typically lower than the rate we would pay when we issue conventional debt securities on equivalent terms. This difference in funding rate, as well as the agent's commissions, if any, and the estimated cost of hedging our obligations under the Notes, reduces the economic terms of the Notes to you and is expected to adversely affect the price at which you may be able to sell the Notes in any secondary market. The value of the embedded derivative(s) is calculated based on our internal pricing models using relevant parameter inputs such as expected interest and dividend rates and mid-market levels of price and volatility of the assets underlying the Notes or any futures, options or swaps related to such underlying assets. Our internal pricing models are proprietary and rely in part on certain assumptions about future events, which may prove to be incorrect.

The Issuer's estimated value of the Notes on the Trade Date (as disclosed on the cover of this pricing supplement) is less than the Issue Price of the Notes. The difference between the Issue Price and the Issuer's estimated value of the Notes on the Trade Date is due to the inclusion in the Issue Price of the agent's commissions, if any, and the cost of hedging our obligations under the Notes through one or more of our affiliates. Such hedging cost includes our or our affiliates' expected cost of providing such hedge, as well as the profit we or our affiliates expect to realize in consideration for assuming the risks inherent in providing such hedge.

The Issuer's estimated value of the Notes on the Trade Date does not represent the price at which we or any of our affiliates would be willing to purchase your Notes in the secondary market at any time. Assuming no changes in market conditions or our creditworthiness and other relevant factors, the price, if any, at which we or our affiliates would be willing to purchase the Notes from you in secondary market transactions, if at all, would generally be lower than both the Issue Price and the Issuer's estimated value of the Notes on the Trade Date. Our purchase price, if any, in secondary market transactions will be based on the estimated value of the Notes determined by reference to (i) the then-prevailing internal funding rate (adjusted by a spread) or another appropriate measure of our cost of funds and (ii) our pricing models at that time, less a bid spread determined after taking into account the size of the repurchase, the nature of the assets underlying the Notes and then-prevailing market conditions. The price we report to financial reporting services and to distributors of our Notes for use on customer account statements would generally be determined on the same basis. However, during the period of approximately three months beginning from the Trade Date, we or our affiliates may, in our sole discretion, increase the purchase price determined as described above by an amount equal to the declining differential between the Issue Price and the Issuer's estimated value of the Notes on the Trade Date, prorated over such period on a straight-line basis, for transactions that are individually and in the aggregate of the expected size for ordinary secondary market repurchases.

## Resolution Measures

Under the German Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz, or "SAG"), which went into effect on January 1, 2015, the Notes may be subject to any Resolution Measure by our competent resolution authority if we become, or are deemed by our competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and are unable to continue our regulated banking activities without a Resolution Measure becoming applicable to us. A "Resolution Measure" may include: (i) a write down, including to zero, of any payment (or delivery obligations) on the Notes; (ii) a conversion of the Notes into ordinary shares or other instruments qualifying

as core equity tier 1 capital; and/or (iii) any other resolution measure, including (but not limited to) any transfer of the Notes to another entity, the amendment of the terms and conditions of the Notes or the cancellation of the Notes. By acquiring the Notes, you will be bound by and will be deemed to consent to the imposition of any Resolution Measure by our competent resolution authority as set forth in the accompanying prospectus addendum dated December 24, 2014. Please read the risk factor “The Notes may be written down, be converted or become subject to other resolution measures. You may lose part or all of your investment if any such measure becomes applicable to us” in this pricing supplement and see the accompanying prospectus addendum for further information.

Additional Terms Specific to the Notes

You should read this pricing supplement, together with product supplement BF dated October 5, 2012, the prospectus supplement dated September 28, 2012 relating to our Series A global notes of which the Notes are a part, the prospectus dated September 28, 2012 and the prospectus addendum dated December 24, 2014. You may access these documents on the website of the Securities and Exchange Commission (the “SEC”) at [www.sec.gov](http://www.sec.gov) as follows (or if such address has changed, by reviewing our filings for the relevant date on the SEC website):

◆ Product supplement BF dated October 5, 2012:  
[http://www.sec.gov/Archives/edgar/data/1159508/000095010312005311/crt\\_dp33260-424b2.pdf](http://www.sec.gov/Archives/edgar/data/1159508/000095010312005311/crt_dp33260-424b2.pdf)

◆ Prospectus supplement dated September 28, 2012:  
<http://www.sec.gov/Archives/edgar/data/1159508/000119312512409437/d414995d424b21.pdf>

◆ Prospectus dated September 28, 2012:  
<http://www.sec.gov/Archives/edgar/data/1159508/000119312512409372/d413728d424b21.pdf>

◆ Prospectus addendum dated December 24, 2014:  
[http://www.sec.gov/Archives/edgar/data/1159508/000095010314009034/crt\\_52088.pdf](http://www.sec.gov/Archives/edgar/data/1159508/000095010314009034/crt_52088.pdf)

Deutsche Bank AG has filed a registration statement (including a prospectus) with the Securities and Exchange Commission for the offering to which this pricing supplement relates. Before you invest in the Notes offered hereby, you should read these documents and any other documents relating to this offering that Deutsche Bank AG has filed with the SEC for more complete information about Deutsche Bank AG and this offering. You may obtain these documents without cost by visiting EDGAR on the SEC website at [www.sec.gov](http://www.sec.gov). Our Central Index Key, or CIK, on the SEC website is 0001159508. Alternatively, Deutsche Bank AG, any agent or any dealer participating in this offering will arrange to send you the prospectus, prospectus addendum, prospectus supplement, product supplement and this pricing supplement if you so request by calling toll-free 1-800-311-4409.

The trustee has appointed Deutsche Bank Trust Company Americas as its authenticating agent with respect to our Series A global notes.

References to “Deutsche Bank AG,” “we,” “our” and “us” refer to Deutsche Bank AG, including, as the context requires, acting through one of its branches. In this pricing supplement, “Notes” refers to the Airbag Autocallable Yield Optimization Notes that are offered hereby, unless the context otherwise requires. This pricing supplement, together with the documents listed above, contains the terms of the Notes and supersedes all other prior or contemporaneous oral statements as well as any other written materials including preliminary or indicative pricing terms, correspondence, trade ideas, structures for implementation, sample structures, brochures or other educational materials of ours. You should carefully consider, among other things, the matters set forth in “Key Risks” in this pricing supplement and “Risk Factors” in the accompanying product supplement and prospectus addendum, as the Notes involve risks not associated with conventional debt securities. We urge you to consult your investment, legal, tax, accounting and other advisers before deciding to invest in the Notes.

If the terms described in this pricing supplement are inconsistent with those described in the accompanying product supplement, prospectus supplement, prospectus or prospectus addendum, the terms described in this pricing supplement shall control. All references to “Closing Price” and “Reference Underlying” in this pricing supplement shall be deemed to refer to “Closing Level” and “Underlying,” respectively, as used in the accompanying product supplement.

## Investor Suitability

The suitability considerations identified below are not exhaustive. Whether or not the Notes are a suitable investment for you will depend on your individual circumstances, and you should reach an investment decision only after you and your investment, legal, tax, accounting and other advisors have carefully considered the suitability of an investment in the Notes in light of your particular circumstances. You should also review “Key Risks” on page 2 of this pricing supplement, “Risk Factors” on page 9 of the accompanying product supplement and “Risk Factors” on page 2 of the accompanying prospectus addendum.

The Notes may be suitable for you if, among other considerations:

- “ You fully understand the risks inherent in an investment in the Notes, including the risk of loss of your entire investment.
- “ You can tolerate the loss of some or all of your investment and are willing to make an investment that may have the full downside market risk of an investment in the Reference Underlying.
- “ You believe the Final Price of the Reference Underlying is not likely to be less than the Conversion Price and, if it is, you can tolerate receiving shares of the Reference Underlying at maturity that are worth less than your initial investment or may have no value at all.
- “ You understand and accept that you will not participate in any increase in the price of the Reference Underlying and that your return is limited to the Coupon Payments.
- “ You are willing to accept the risks of owning equities in general and the Reference Underlying in particular.
- “ You can tolerate fluctuations in the value of the Notes prior to maturity that may be similar to or exceed the downside price fluctuations of the Reference Underlying.
- “ You are willing to forgo any dividends and any other distributions paid on the Reference Underlying.
- “ You are willing and able to hold the Notes that will be called on any Observation Date on which the Closing Price of the Reference Underlying is greater than or equal to the Initial Price, and you

The Notes may not be suitable for you if, among other considerations:

- “ You do not fully understand the risks inherent in an investment in the Notes, including the risk of loss of your entire investment.
- “ You require an investment designed to provide a full return of your initial investment at maturity.
- “ You cannot tolerate the loss of some or all of your investment or you are unwilling to make an investment that may have the full downside market risk of an investment in the Reference Underlying.
- “ You believe the Final Price of the Reference Underlying is likely to be less than the Conversion Price, which could result in a total loss of your initial investment.
- “ You cannot tolerate receiving shares of the Reference Underlying at maturity that are worth less than your initial investment or may have no value at all.
- “ You seek an investment that participates in any increase in the price of the Reference Underlying or that has unlimited return potential.
- “ You are not willing to accept the risks of owning equities in general and the Reference Underlying in particular.
- “ You cannot tolerate fluctuations in the value of the Notes prior to maturity that may be similar to or exceed the downside price fluctuations of the Reference Underlying.
- “ You are unwilling to forgo any dividends or any other distributions paid on the Reference

are otherwise willing and able to hold the Notes to the Maturity Date, as set forth on the cover of this pricing supplement, and are not seeking an investment for which there will be an active secondary market.

“ You are willing and able to assume the credit risk associated with Deutsche Bank AG, as Issuer of the Notes, and understand that if Deutsche Bank AG defaults on its obligations or becomes subject to a Resolution Measure you might not receive any amounts due to you, including any Coupon Payment, any payment upon an automatic call or any payment of your initial investment at maturity.

Underlying.

“ You are unwilling or unable to hold the Notes that will be called on any Observation Date on which the Closing Price of the Reference Underlying is greater than or equal to the Initial Price, or you are otherwise unwilling or unable to hold the Notes to the Maturity Date, as set forth on the cover of this pricing supplement, or seek an investment for which there will be an active secondary market.

“ You are unwilling or unable to assume the credit risk associated with Deutsche Bank AG, as Issuer of the Notes for all payments on the Notes, including any Coupon Payment, any payment upon an automatic call or any payment of your initial investment at maturity.



## Final Terms

Issuer	Deutsche Bank AG, London Branch
Issue Price	100% of the Face Amount of Notes
Face Amount	\$1,000
Term	1 year, subject to a quarterly automatic call
Trade Date	April 16, 2015
Settlement Date	April 21, 2015
Final Valuation Date <sup>1</sup>	April 15, 2016
Maturity Date <sup>1, 2</sup>	April 21, 2016
Reference Underlying	Common stock of Apple Inc. (Ticker: AAPL)
Call Feature	The Notes will be automatically called if the Closing Price of the Reference Underlying on any Observation Date is greater than or equal to the Initial Price. If the Notes are automatically called, Deutsche Bank AG will pay you on the applicable Call Settlement Date a cash payment per \$1,000 Face Amount of Notes equal to the Face Amount plus the applicable Coupon Payment otherwise due on such day pursuant to the coupon feature. No further amounts will be owed to you under the Notes.
Observation Dates <sup>1</sup>	Quarterly, on July 16, 2015, October 16, 2015, January 15, 2016 and April 15, 2016 (the "Final Valuation Date")
Call Settlement Dates	Two business days following the relevant Observation Date, except the Call Settlement Date for the final Observation Date will be the Maturity Date.
Coupon Payments	Coupons paid monthly in arrears on an unadjusted basis on the Coupon Payment Dates in twelve equal installments based on the Coupon Rate (as set forth below), regardless of the performance of the Reference Underlying unless the Notes are automatically called.
Coupon Rate	7.60% per annum
Installments	Each installment will be 0.6333% of the Face Amount.
Coupon Payment Dates <sup>1, 2</sup>	Coupons will be paid monthly in arrears in twelve equal installments on the coupon payment dates listed below. The last Coupon Payment Date is the Maturity Date, subject to postponement as described in the accompanying product supplement and this pricing supplement. May 20, 2015

June 19, 2015  
July 20, 2015\*  
August 21, 2015  
September 18, 2015  
October 20, 2015\*  
November 20, 2015  
December 18, 2015  
January 20, 2016\*  
February 19, 2016  
March 18, 2016  
April 21, 2016 (the Maturity Date)

\*If the Notes are automatically called prior to the Final Valuation Date, the applicable coupon will be paid on the corresponding Call Settlement Date and no further amounts will be paid on the Notes.

Payment at Maturity (per \$1,000 Face Amount of Notes)

If the Notes are not automatically called and the Final Price of the Reference Underlying is greater than or equal to the Conversion Price, Deutsche Bank AG will pay you per \$1,000 Face Amount of Notes at maturity a cash payment equal to the Face Amount (in addition to the final Coupon Payment).

If the Notes are not automatically called and the Final Price of the Reference Underlying is less than the Conversion Price, Deutsche Bank AG will deliver to you per \$1,000 Face Amount of Notes at maturity a number of shares of the Reference Underlying equal to the Share Delivery Amount (subject to adjustments in the case of certain corporate events as described in the accompanying product supplement).

In this circumstance, the shares of the Reference Underlying delivered as the Share Delivery Amount at maturity are expected to be worth less than your initial investment or may have no value at all.

If you receive the Share Delivery Amount at maturity, we will pay cash in lieu of delivering any fractional shares in an amount equal to that fraction multiplied by the closing price of the Reference Underlying on the Final Valuation Date.

Initial Price

\$126.78, equal to the Closing Price of the Reference Underlying on April 15, 2015. The Initial Price is not the Closing Price of the Reference Underlying on the Trade Date.

Final Price

The Closing Price of the Reference Underlying on the Final Valuation Date.

Conversion Price	\$114.10, equal to 90.00% of the Initial Price.
Share Delivery Amount	8.7642 shares per \$1,000 Face Amount of Notes.  The Share Delivery Amount for each \$1,000 Face Amount of Notes is the number of shares of the Reference Underlying equal to (1) the Face Amount divided by (2) the Conversion Price. The Share Delivery Amount is subject to adjustments in the case of certain corporate events as described in the accompanying product supplement.
Closing Price	On any trading day, the last reported sale price of one share of the Reference Underlying on the relevant exchange multiplied by the Stock Adjustment Factor, as determined by the calculation agent.
Stock Adjustment Factor	Initially 1.0 , subject to adjustment for certain actions affecting the Reference Underlying. See “Description of Securities — Anti-Dilution Adjustments for Reference Stock” in the accompanying product supplement.

INVESTING IN THE NOTES INVOLVES SIGNIFICANT RISKS. YOU MAY LOSE SOME OR ALL OF YOUR INITIAL INVESTMENT. YOU MAY RECEIVE SHARES AT MATURITY THAT ARE WORTH LESS THAN YOUR INITIAL INVESTMENT OR MAY HAVE NO VALUE AT ALL. ANY PAYMENT ON THE NOTES, INCLUDING ANY COUPON PAYMENT, ANY PAYMENT UPON AN AUTOMATIC CALL AND ANY REPAYMENT OF YOUR INITIAL INVESTMENT AT MATURITY, IS SUBJECT TO THE CREDITWORTHINESS OF THE ISSUER. IN THE EVENT THE ISSUER BECOME UNABLE TO PAY ITS OBLIGATIONS WHEN DUE OR BECOMES SUBJECT TO A RESOLUTION MEASURE, YOU COULD LOSE SOME OR ALL OF YOUR INVESTMENT.

Investment Timeline

April 15, 2015:

The Initial Price is observed, the Conversion Price is determined and the Coupon Rate is set.

Monthly  
(including at  
maturity):

Deutsche Bank AG pays the applicable coupon.

Quarterly  
(including the Final  
Valuation Date):

The Notes will be automatically called if the Closing Price of the Reference Underlying on any Observation Date is greater than or equal to the Initial Price. If the Notes are automatically called, Deutsche Bank AG will pay you on the applicable Call Settlement Date a cash payment per \$1,000 Face Amount of Notes equal to the Face Amount plus the applicable Coupon Payment otherwise due on such day pursuant to the coupon feature. No further amounts will be owed to you under the Notes.

Maturity Date:

The Final Price of the Reference Underlying will be determined on the Final Valuation Date.

If the Notes are not automatically called and the Final Price of the Reference Underlying is greater than or equal to the Conversion Price, Deutsche Bank AG will pay you a cash payment per \$1,000 Face Amount of Notes at maturity equal to the Face Amount (in addition to the final Coupon Payment).

If the Notes are not automatically called and the Final Price of the Reference Underlying is less than the Conversion Price, Deutsche Bank AG will deliver to you per \$1,000 Face Amount of Notes at maturity a number of shares of the Reference Underlying equal to the Share Delivery Amount (subject to adjustments in the case of certain corporate events as described in the accompanying product supplement).

In this circumstance, the shares of the Reference Underlying delivered as the Share Delivery Amount at maturity are expected to be worth less than your initial investment and may have no value at all.

- 1 Subject to postponement as described under “Description of Securities — Adjustments to Valuation Dates and Payment Dates” in the accompanying product supplement.
- 2 Notwithstanding the provisions under “Description of Securities — Adjustments to Valuation Dates and Payment Dates” in the accompanying product supplement, in the event the Final Valuation Date is postponed, the Maturity Date will be the fourth business day after the Final Valuation Date as postponed. If the Maturity Date is postponed, the Coupon Payment due on the Maturity Date will be made on the Maturity Date as postponed, with the same force and effect as if the Maturity Date had not been postponed, but no additional Coupon Payment will accrue or be payable as a result of the delayed payment.

## Key Risks

An investment in the Notes involves significant risks. Investing in the Notes is not equivalent to investing directly in the Reference Underlying. Some of the risks that apply to an investment in the Notes offered hereby are summarized below, but we urge you to read the more detailed explanation of risks relating to the Notes generally in the “Risk Factors” sections of the accompanying product supplement and prospectus addendum. We also urge you to consult your investment, legal, tax, accounting and other advisers before you invest in the Notes offered hereby.

- ◆ **Your Investment in the Notes May Result in a Loss of Your Initial Investment** — The Notes differ from ordinary debt securities in that Deutsche Bank AG will not necessarily pay you the Face Amount per \$1,000 Face Amount of Notes at maturity. We will only pay you the Face Amount of Notes in cash if the Notes are automatically called or if the Final Price of the Reference Underlying is greater than or equal to the Conversion Price at maturity. If the Notes are not automatically called and the Final Price of the Reference Underlying is below the Conversion Price, we will deliver to you a number of shares of the Reference Underlying equal to the Share Delivery Amount per \$1,000 Face Amount of Notes instead of the Face Amount in cash. Therefore, if the Final Price of the Reference Underlying is below the Conversion Price, the value of the Share Delivery Amount will decline at a percentage higher than the percentage decline below the Conversion Price as measured from the Initial Price. For example, if the Conversion Price is 80% of the Initial Price and the Final Price is less than the Conversion Price, for each \$1,000 Face Amount of Notes, you will lose 1.25% of the Face Amount at maturity for each additional 1.00% that the Final Price is less than the Conversion Price. If you receive shares of the Reference Underlying at maturity, the value of those shares is expected to be less than your initial investment and may have no value at all. Additionally, investors should note that, in the event that the Final Price of the Reference Underlying is less than the Conversion Price, any decline in the price of the Reference Underlying during the period between the Final Valuation Date and the Maturity Date will cause your return on the Notes to be less than the return you would have received had we instead paid you an amount in cash equal to the Share Delivery Amount.
- ◆ **Your Potential Return on the Notes Is Limited to the Face Amount Plus the Coupon Payments and You Will Not Participate in Any Increase in the Price of the Reference Underlying** — The Notes will not pay more than the Face Amount plus the Coupon Payments over the term of the Notes. If the Notes are automatically called, you will not participate in any increase in the price of the Reference Underlying and you will not receive any Coupon Payment after the applicable Call Settlement Date. If the Notes are automatically called on the first Observation Date, the total return on the Notes will be minimal. If the Notes are not automatically called, and the Final Price is greater than or equal to the Conversion Price, you will not participate in any increase in the price of the Reference Underlying and, for each \$1,000 Face Amount of Notes, you will receive only the Face Amount (excluding any Coupon Payment). If the Notes are not automatically called and the Final Price is less than the Conversion Price, we will deliver to you at maturity shares of the Reference Underlying, which are expected to be worth less than the Face Amount as of the Maturity Date. Therefore, your return potential on the Notes will be limited to the Coupon Rate and may be less than what your return would be on a direct investment in the Reference Underlying.
- ◆ **Contingent Repayment of Your Initial Investment Applies Only if You Hold the Notes to Maturity** — If your Notes are not automatically called, you should be willing to hold your Notes to maturity. If you are able to sell your Notes prior to maturity in the secondary market, you may have to sell them at a loss relative to your initial investment even if the price of the Reference Underlying is above the Conversion Price.
- ◆ **Higher Coupon Rates Are Generally Associated With a Greater Risk of Loss** — Greater expected volatility with respect to the Reference Underlying reflects a higher expectation as of the Trade Date that the price of the Reference Underlying could be less than the Conversion Price on the Final Valuation Date. This greater expected risk will generally be reflected in a higher Coupon Rate for the Notes. However, while the Coupon Rate is a fixed amount,

the Reference Underlying's volatility can change significantly over the term of the Notes. The price of the Reference Underlying could fall sharply, which could result in a significant loss of your initial investment.

- ◆ **Reinvestment Risk** — If your Notes are automatically called, the holding period over which you would receive any applicable coupon, which is based on the Coupon Rate as specified on the cover hereof, could be as little as approximately three months. There is no guarantee that you would be able to reinvest the proceeds from an investment in the Notes at a comparable return for a similar level of risk in the event the Notes are automatically called prior to the Maturity Date.
- ◆ **The Notes Are Subject to the Credit of Deutsche Bank AG** — The Notes are unsubordinated and unsecured obligations of Deutsche Bank AG and are not, either directly or indirectly, an obligation of any third party. Any payment(s) to be made on the Notes, including any Coupon Payment, any payment upon an automatic call or any repayment of the Face Amount per \$1,000 Face Amount of Notes at maturity, depends on the ability of Deutsche Bank AG to satisfy its obligations as they come due. An actual or anticipated downgrade in Deutsche Bank AG's credit rating or increase in the credit spreads charged by the market for taking the credit risk of Deutsche Bank AG will likely have an adverse effect on the value of the Notes. As a result, the actual and perceived creditworthiness of Deutsche Bank AG will affect the value of the Notes, and in the event Deutsche Bank AG were to default on its obligations or become subject to a Resolution Measure, you might not receive any amount(s) owed to you under the terms of the Notes and you could lose your entire investment.
- ◆ **The Notes May Be Written Down, Be Converted or Become Subject to Other Resolution Measures. You May Lose Some or All of Your Investment If Any Such Measure Becomes Applicable to Us** — On May 15, 2014, the European Parliament and the Council of the European Union published a directive for establishing a framework for the recovery and resolution of credit institutions and investment firms (commonly referred to as the "Bank Recovery and Resolution Directive"). The Bank Recovery and Resolution Directive requires each member state of the European Union to adopt and publish by December 31, 2014 the laws, regulations and administrative provisions necessary to comply with the Bank Recovery and Resolution Directive. Germany has adopted the Recovery and Resolution Act (or SAG), which went into effect on January 1, 2015. SAG may result in the Notes being subject to the powers exercised by our competent resolution authority to impose a Resolution Measure on us, which may include: writing down, including to zero, any payment on the Notes; converting the Notes into ordinary shares or other instruments qualifying as core equity tier 1 capital; or applying any other resolution measure, including (but not limited to) transferring the Notes to another entity, amending the terms and conditions of the Notes or cancelling of the Notes. Furthermore, because the Notes are subject to any Resolution Measure, secondary market trading in the Notes may not follow the trading behavior associated with similar types of securities issued by other financial institutions which may be or have been subject to a Resolution Measure. Imposition of a Resolution Measure would likely occur if we become, or are deemed by our competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and are

unable to continue our regulated banking activities without a Resolution Measure becoming applicable to us. You may lose some or all of your investment in the Notes if a Resolution Measure becomes applicable to us.

By acquiring the Notes, you will be bound by and will be deemed to consent to the imposition of any Resolution Measure by our competent resolution authority. As a result, you would have no claim or other right against us arising out of any Resolution Measure and the imposition of any Resolution Measure will not constitute a default or an event of default under the Notes, under the senior indenture or for the purpose of the U.S. Trust Indenture Act of 1939, as amended. In addition, the trustee, the paying agent and The Depository Trust Company (“DTC”) and any participant in DTC or other intermediary through which you hold such Notes may take any and all necessary action, or abstain from taking any action, if required, to implement the imposition of any Resolution Measure with respect to the Notes. Accordingly, you may have limited or circumscribed rights to challenge any decision of our competent resolution authority to impose any Resolution Measure. Please see the accompanying prospectus addendum dated December 24, 2014, including the risk factor “The securities may be written down, be converted or become subject to other resolution measures. You may lose part or all of your investment if any such measure becomes applicable to us” on page 2 of the prospectus addendum