

UniCredit Markets & Investment Banking

Arabellastraße 12
81925 Munich

21 DECEMBER 2007

Issue of Twin Win Express Certificates,
(ISIN DE 000 HV5 VTX 2)

linked to the Dow Jones EURO STOXX 50® (Price-) Index
(ISIN EU 000 965 814 5)

under the

BAYERISCHE HYPO- UND VEREINSBANK AG

Euro 50,000,000,000

Debt Issuance Programme

The Dow Jones EURO STOXX 50® (the »Index«) is protected by proprietary and copyright laws. The Index and its trademarks have been licensed to Bayerische Hypo- und Vereinsbank AG for specific purposes.

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OUTLINE OF THE ISSUE

TWIN WIN EXPRESS CERTIFICATES LINKED TO THE DOW JONES EURO STOXX 50[®] (PRICE-) INDEX

Issuer:	Bayerische Hypo- und Vereinsbank AG
Underlying:	Dow Jones EURO STOXX 50 [®] (Price-) Index (ISIN EU 000 965 814 5) (the »Index«) Bloomberg: SX5E Index <go> Reuters: .STOXX50E
Specified Currency:	EUR
Subscription Period:	2 January 2008 until 25 January 2008 (2:00 p.m. Munich local time)
Issue Size:	Up to 400,000 Certificates will be offered for sale. The final number of certificates will be defined at the end of the subscription period and will be obtainable at Bayerische Hypo- und Vereinsbank AG, MCD1CS, 81925 Munich, Germany.
Issue Price:	EUR 102 (incl. front load) per Certificate
Listing:	Application will be made for the Certificates to be listed on the Open Market (<i>Freiverkehr</i>) of the Frankfurter Wertpapierbörse (Smart Trading) and Baden-Württembergische Wertpapierbörse, Stuttgart (EU-WAX [®]) on 11 February 2008.
Minimum Tradable Size:	1 Certificate
Minimum Transferable Size:	1 Certificate
Value Date:	30 January 2008
Early Maturity Date:	29 April 2009
Maturity Date:	4 February 2013
Observation Date (k)	(initial) 28 January 2008
(with k= initial, 1, final):	(1) 22 April 2009
	(final) 28 January 2013

If such date is not a Calculation Date, the immediately following Calculation Date shall be the Observation Date.

Redemption at Early Maturity:	There is an early redemption per Certificate at an amount in the Specified Currency on the Early Maturity Date according to the following provisions:
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If $I(1) \geq 0.90 * I(\text{initial})$, the Certificates will be redeemed at the Early Maturity Date for EUR 112 per Certificate.

Where:

$I(\text{initial})$ is the official, by STOXX Limited determined closing price of the Index on the Observation Date (initial).

$I(1)$ is the official, by STOXX Limited determined closing price of the Index on the Observation Date (1).

If the official, by STOXX Limited determined closing price of the Index on the Observation Date (1) is at least 90 % of its initial value (= $I(\text{initial})$), the Certificates will be redeemed for EUR 112 per Certificate at the Early Maturity Date.

Redemption at Maturity:	If there is no early redemption on the Early Maturity Date, the Redemption Amount on the Maturity Date is determined according to the following provisions:
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If $I_{\text{min}} > 50 \% * I(\text{initial})$, the Certificates will be redeemed on the Maturity Date according to the following formula:

$$EUR 100 * \left[1 + Abs \left(\frac{I(\text{final}) - I(\text{initial})}{I(\text{initial})} \right) \right]$$

If $I_{\text{min}} \leq 50 \% * I(\text{initial})$, the Certificates will be redeemed on the Maturity Date according to the following formula:

$$EUR 100 * \frac{I(\text{final})}{I(\text{initial})}$$

where:

I (final) is the official, by STOXX Limited determined closing price of the Index on the Observation Date (final).

I (min) is the lowest official, by STOXX Limited determined Reference Price within a continuous observation during 29 January 2008 and 28 January 2013 (both dates inclusive) (the "Observation Period"), whereby I (initial) is also considered.

If, during the Observation Period (including I (initial), the Index never falls below 50 % of its initial value, the Certificateholder participates to 100 % of the positive development of the Index. If the development of the Index is negative, the Certificateholder participates reciprocally, i.e. the Redemption Amount increases 1:1 analogous to the percentage losses of the Index (absolute performance of the Index).

If, during the Observation Period (including I (initial), the Index is or falls below 50 % of its initial value (=I (initial)), the Redemption at Maturity equals to the actual development of the Index and the Certificateholder fully participates in the realized losses or gains of the Index.

WKN:	HV5VTX
ISIN:	DE000HV5VTX2
Reuters Page:	DEHV5VTX–HVBG

FINAL TERMS DATED 21 DECEMBER 2007

No. ZB 339

Bayerische Hypo- und Vereinsbank AG
Issue of up to 400,000 Twin Win Express Certificates
linked to
Dow Jones EURO STOXX 50® (Price-) Index

under the

Euro 50,000,000,000 **Debt Issuance Programme of** **Bayerische Hypo- und Vereinsbank AG**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (Certificates) set forth in the Prospectus dated 25 June 2007 and the supplemental Prospectus dated 4 September 2007 which together constitute a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive"). This document constitutes the Final Terms relating to the issue of Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus as so supplemented.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus.

The Terms and Conditions of the Certificates (including the details that would otherwise be specified below) have been attached to this document as Annex 1.

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PART A: GENERAL INFORMATION

1.	Issuer:	Bayerische Hypo- und Vereinsbank AG
2.	(i) Series Number:	ZB 339
	(ii) Tranche Number: (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)	1
3.	Form of Instruments:	
	(i) Notes (other than Credit Linked Notes)	Not Applicable
	Credit Linked Notes	Not Applicable
	Mortgage Pfandbriefe (Hypothekenpfandbriefe)	Not Applicable
	Public Sector Pfandbriefe (Öffentliche Pfandbriefe)	Not Applicable
	(ii) Certificates	Applicable
	(iii) Warrants	Not Applicable
4.	Governing Law:	German law
5.	Specified Currency:	EUR
6.	Number of Certificates admitted to trading:	
	(i) Series:	Up to 400,000 Certificates will be offered for sale. The final number of Certificates will be determined at the end of the subscription period and will be obtainable at Bayerische Hypo- und Vereinsbank AG, MCD1CS, Arabellastraße 12, 81925 Munich, Germany.
	(ii) Tranche:	Up to 400,000 Certificates
7.	Issue Price:	EUR 102 (incl. front load) per Certificate
8.	Nominal Amount per Certificate:	Not Applicable
9.	Language of Terms and Conditions:	English only

10.	(i) Issue Date:	30 January 2008
	(ii) Interest Commencement Date (if different from the Issue Date):	Not Applicable
11.	Maturity Date:	4 February 2013

DISTRIBUTION

45.	Operational Information	
	(i) ISIN Code:	DE000HV5VTX2
	(ii) Common Code:	Not Applicable
	(iii) WKN:	HV5VTX
	(iv) Other relevant security codes:	Not Applicable
	(v) New Global Note intended to be held in a manner which would allow Eurosystem eligibility:	Not Applicable
	(vi) Clearing System(s):	Clearstream Banking AG, Frankfurt am Main, Germany
	(vii) Delivery:	Delivery against payment
	(viii) Additional Paying Agent(s) (if any):	Not Applicable
	(ix) Dealer's/Lead Manager's security account number:	Account 2013 with Clearstream Banking AG, Frankfurt am Main

PART B: OTHER INFORMATION

46.	Listing	
	(i) Listing:	Application will be made for the Certificates to be admitted on the Open Market (<i>Freiverkehr</i>) of the Frankfurter Wertpapierbörse (Smart Trading) and Baden-Württembergische Wertpapierbörse, Stuttgart (EUWAX [®]) on 11 February 2008.
	(ii) Admission to trading:	Not Applicable
47.	Ratings:	Not Applicable
48.	Notification:	The Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) has provided the Czech Financial Supervision Authority, Prague, with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.
52.	Reference Asset-linked Instruments only – performance of, and other information concerning the Reference Asset	See Annex 1 – Terms and Conditions (Certificates)
57.	Details relating to the public offer:	<ul style="list-style-type: none"> – Up to 400,000 Certificates – Minimum Tradable Size: 1 Certificate – Within the public offer, the Certificates will be offered in Czech Republic

ANNEX 1

TERMS AND CONDITIONS

**Twin Win Express Certificates
(ISIN DE 000 HV5 VTX 2)
linked to the Dow Jones EURO STOXX 50® (Price-) Index**

§ 1

(CERTIFICATES, REDEMPTION AMOUNT, ISSUANCE OF ADDITIONAL CERTIFICATES)

- (1) Bayerische Hypo- und Vereinsbank AG (hereinafter referred to as the "**Issuer**") has issued on 30 January 2008 (the "**Issue Date**") the following series (the "**Series**") of Twin Win Express Certificates linked to the Dow Jones EURO STOXX 50® (Price-) Index (the "**Certificates**") pursuant to these terms and conditions (the "**Terms and Conditions**"), which are issued in EUR (the "**Specified Currency**") as up to 400,000 non-par value Certificates.
- (2) In accordance with the Terms and Conditions, the Issuer shall pay for each Certificate to the holder of such certificate (each a "**Certificateholder**"; all holders of Certificates are collectively referred to as "**Certificateholders**") the Redemption Amount (§ 3).
- (3) (The Issuer reserves the right, without approval of the Certificateholders, from time to time to issue additional Certificates on the same terms, in such manner as to consolidate them with these Certificates and have them constitute a single issue together with the latter. In that event, the term "**Certificates**" also includes such additionally issued Certificates.

§ 2

(FORM OF CERTIFICATES)

The Certificates issued by the Issuer are evidenced by a permanent global bearer certificate (the "**Global Certificate**"), deposited with Clearstream Banking AG, Frankfurt am Main (the "**Clearing System**"). Certificates are transferable as co-ownership interests in the Global Certificate in accordance with the rules and regulations of the Clearing System. The right to request definitive Certificates shall be excluded.

§ 3

(DEFINITIONS, REDEMPTION AMOUNT, AUTOMATIC EARLY REDEMPTION)

- (1) Within these Terms and Conditions the following terms shall have the following meanings:

"**Reference Asset**" means the Dow Jones EURO STOXX 50® (Price-) Index as calculated and published by STOXX Limited (the "**Index Sponsor**" and the "**Index Calculation Agent**") (WKN: 965 814 / ISIN: EU 000 965 814 5 / Reuters: .STOXX50E / Bloomberg: SX5E Index <go>).

"**Reference Price**" means the official closing price of the Reference Asset, as determined and published by the Index Sponsor.

"**Calculation Date**" means any day on which the Reference Asset is determined and published by the Index Sponsor.

"**Banking Day**" means any day (other than a Saturday or Sunday) on which the Clearing System as well as the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET) are open.

"**Observation Date (k)**" (with k= initial, 1, final) means the 28 January 2008 (k= initial), 22 April 2009 (k= 1) and 28 January 2013 (k= final). If such date is not a Calculation Date, the immediately following Calculation Date shall be the Observation Date.

"**Observation Period**" means each Calculation Date between 29 January 2008 and the Observation Date (final) (both dates included).

"**Maturity Date**" means the 4 February 2013.

"**Early Maturity Date**" means the 29 April 2009.

"**Relevant Exchange**" shall be the stock exchange, on which the Reference Asset or its components are traded, and as determined by the Calculation Agent in accordance with such Reference Asset or the Reference Asset's component's liquidity. In case of a material change in the market conditions at the Relevant Exchange, such as final discontinuation of the Reference Asset or of its components' quotation at the Relevant Exchange and determination at a different stock exchange or considerably restricted liquidity, the Calculation Agent shall be entitled but not obligated to specify another stock exchange as the relevant stock exchange (the "**Substitute Relevant Exchange**") by way of announcement pursuant to § 11. In the event of substitution, any reference in these Terms and Conditions to the Relevant Exchange, depending on the context, shall be read as a reference to the Substitute Relevant Exchange.

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"**Determining Futures Exchange**" shall be the stock exchange, on which respective derivatives on the Reference Asset or its components (the "**Derivatives**") are traded, and as determined by the Calculation Agent in accordance with such Derivative's liquidity. In case of a material change in the market conditions at the Determining Futures Exchange, such as final discontinuation of derivatives' quotation in respect of the Reference Asset or of its components at the Determining Futures Exchange or considerably restricted liquidity, the Calculation Agent shall be entitled but not obligated to specify another derivatives exchange as the relevant futures exchange (the "**Substitute Futures Exchange**") by way of announcement pursuant to § 11. In the event of substitution, any reference in these Terms and Conditions to the Determining Futures Exchange, depending on the context, shall be read as a reference to the Substitute Futures Exchange.

(2) The "**Redemption Amount**" equals an amount in the Specified Currency determined by the Calculation Agent on the Valuation Date in accordance with the following provisions:

In the event of an early redemption, the Redemption Amount is the Early Redemption Amount according to § 3 (3).

If there has been no early redemption on the Early Maturity Date, the Redemption Amount per Certificate on the Maturity Date is determined according to the following provisions:

If $I_{min} > 50\% * I_{(initial)}$, the Certificates will be redeemed on the Maturity Date according to the following formula:

$$EUR\ 100 * \left[1 + Abs \left(\frac{I_{(final)} - I_{(initial)}}{I_{(initial)}} \right) \right].$$

If $I_{\min} \leq 50 \% * I (\text{initial})$, the Certificates will be redeemed on the Maturity Date according to the following formula:

$$EUR 100 * \frac{I (\text{final})}{I (\text{initial})}$$

Where:

$I (\text{initial})$ is the Reference Price on the Observation Date (initial).

$I (\text{final})$ is the Reference Price on the Observation Date (final).

$I (\text{min})$ is the lowest official by STOXX Limited determined Reference Price within a continuous observation during the Observation Period, whereby $I (\text{initial})$ is also considered.

If, during the Observation Period (including $I (\text{initial})$), the Index never falls below 50 % of its initial value, the Certificateholder participates to 100 % of the positive development of the Index. If the development of the Index is negative, the Certificateholder participates reciprocally, i.e. the Redemption Amount increases 1:1 analogous to the percentage losses of the Index (absolute performance of the Index).

If, during the Observation Period, the Index is or falls below 50 % of its initial value ($=I (\text{initial})$), the Redemption at Maturity equals to the actual development of the Index and the Certificateholder fully participates in the realized losses of gains of the Index.

The Redemption Amount shall be rounded up or down to two decimal places, with 0.005 Euro being rounded upwards.

The Redemption Amount is subject to adjustment pursuant to the provisions in § 5.

(3) There is an early redemption per Certificate on the Early Maturity Date at an amount in the Specified Currency (the "**Early Redemption Amount**") according to the following provisions:

If $I (1) \geq 0,90 * I (\text{initial})$, the redemption at the Early Maturity Date is EUR 112 per Certificate.

Where:

$I (1)$ is the Reference Price on Observation Date (1).

If the official, by STOXX Limited determined closing price of the Index on the Observation Date (1) is at least 90 % of its initial value ($= I (\text{initial})$), the Certificates will be redeemed for EUR 112 per Certificate on the Early Maturity Date.

§ 4

(MARKET DISRUPTIONS)

(1) If a Market Disruption occurs on an Observation Date, the relevant Observation Date will be postponed to the next following Calculation Date on which the Market Disruption no longer ex-

ists. Any payment date relating to such Observation Date shall be postponed accordingly if applicable.

- (2) Should the Market Disruption continue for more than 30 consecutive Calculation Dates, the Issuer, in its sole and absolute discretion, shall determine, or cause the Calculation Agent to determine, the Reference Price required for the determination of the Redemption Amount in accordance with prevailing market conditions around 10:00 a.m. (Munich local time) on this thirty-first day on the basis of the last such Reference Price immediately prior to the occurrence of the Market Disruption available to the Issuer or the Calculation Agent, taking into account the economic position of the Certificateholders.
- (3) "Market Disruption" means:
 - (a) the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Reference Asset are listed or traded, generally, or
 - (b) the suspension or restriction of trading of the individual securities that form the basis of the Reference Asset on the exchanges or the markets on which such securities are traded or of an options or futures contract in such securities on the Determining Futures Exchange relating to the Reference Asset;
 - (b) the suspension of or failure to calculate the Reference Asset as a result of a decision by the Index Sponsor.

A restriction of the trading hours or the number of days on which trading takes place does not constitute a Market Disruption provided that the restriction is due to a prior announced change in the rules of the Relevant Exchange.

10 | § 5

(ADJUSTMENTS, EARLY REDEMPTION)

- (1) The basis for calculating the Redemption Amount shall be the Reference Asset with its provisions applicable from time to time (the "**Index Concept**"), as developed and continued by the Index Sponsor, as well as the respective method of calculation, determination, and publication of the level of the Reference Asset by the Index Sponsor. The same shall apply, if during the lifetime of the Certificates, changes are made or occur in respect of the calculation of the Reference Asset, the composition and/or weighting of prices on the basis of which the Reference Asset is calculated, or if other measures are taken, which have an impact on the Index Concept, unless otherwise provided in below provisions.
- (2) Changes in the calculation of the Reference Asset (including adjustments) or the Index Concept shall not result in an adjustment of the provisions to determine the Redemption Amount, unless the new relevant concept or calculation of the Reference Asset is, as a result of a change (including any adjustment), at the Calculation Agent's reasonable discretion no longer comparable to the previous relevant concept or calculation. When determining the necessity of an adjustment, the Calculation Agent will take into account the adjustment of the Derivatives linked to the Reference Asset actually performed by the Determining Futures Exchange. The Calculation Agent will use reasonable endeavours as to ensure that the economic position of the Certificateholders remains unchanged to the largest extent possible. Any adjustment will be made by the Calculation Agent taking into account the time to maturity of the Certificates (if applicable) and the latest available price for the Reference Asset. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments are made to the Derivatives linked to the Reference Asset, the terms of the Certificates will regularly remain unchanged. Notwithstanding paragraph (2) below, the method to determine the Redemption Amount may

also be adjusted where the Reference Asset is cancelled and/or replaced by another index. The adjusted method to determine the Redemption Amount and the time of its initial application shall be published in due course in accordance with § 11.

- (3) If the Reference Asset is at any time cancelled and/or replaced by another index the Calculation Agent shall, in its reasonable discretion, stipulate which index should in future be used as the basis for the calculation of the Redemption Amount (the "**Replacement Reference Asset**"), adjusting, if applicable, the method or formula to calculate the Redemption Amount accordingly. The Replacement Reference Asset and the time that it is first applied shall be published in due course in accordance with § 11. Commencing with the first application of the Replacement Reference Asset, any reference to the Reference Asset in these Terms and Conditions, depending on the context, shall be read as a reference to the Replacement Reference Asset.
- (4) If the Reference Asset is no longer determined and published by the Index Sponsor but rather by another person, company or institution (the "**New Index Sponsor**"), then the Calculation Agent shall have the right to calculate the Redemption Amount on the basis of the Reference Asset as calculated and published by the New Index-Sponsor. In this case, any reference to the Index Sponsor contained herein shall be deemed as referring to the New Index-Sponsor, if so permitted by context. If the Reference Asset is no longer calculated by the Index Calculation Agent but rather by another person, company or institution (the "**New Index Calculation Agent**"), then the Calculation Agent shall have the right to calculate the Redemption Amount on the basis of the Reference Asset as calculated by the New Index-Calculation Agent. In this case, any reference to the Index Calculation Agent contained herein shall be deemed as referring to the New Index-Calculation Agent, if so permitted by context.
- (5) Should the Calculation Agent come to the conclusion that no reasonable adjustment is possible to account for the change in the method of determination of the level of the Reference Asset or should, in the determination of the Calculation Agent, no Replacement Reference Asset or no successor or replacement Index Calculation Agent be available, the Issuer is entitled to terminate the Certificates early by giving notice pursuant to § 11 (which notice shall specify the Cancellation Amount). Such termination shall become effective at the time of the announcement pursuant to § 11. In that case, the Calculation Agent shall before the day of early repayment (the "**Early Repayment Determination Date**") determine the reasonable market value of the Certificates (the "**Cancellation Amount**"). The Cancellation Amount will be paid within five Banking Days as of its determination to the Clearing System or to its order with the instruction for immediate forwarding to the Certificateholders.

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§ 6

(PAYMENTS)

- (1) The Issuer undertakes to pay the Redemption Amount and all other amounts owed under these Terms and Conditions in the Specified Currency on the fifth Banking Day following the (Early) Maturity Date.
- (2) If the due date for any payment under the Certificates is not a Banking Day, such payment shall only be made on the immediately following Banking Day and no Certificateholder shall have any claim for interest or other amounts due to such delay.
- (3) All payments shall be made to the Issuing and Paying Agent (as defined in § 7). The Issuing and Paying Agent shall pay all amounts due to the Clearing System for credit to the respective accounts of the depositors of the Certificates for transfer to the Certificateholders. The payment to

the Clearing System shall discharge the Issuer from its payment obligations under the Certificates in the amount of such payment.

§ 7

(ISSUING AND PAYING AGENT, CALCULATION AGENT, PAYING AGENT)

- (1) The Issuing and Paying Agent is Bayerische Hypo- und Vereinsbank AG, Munich (the "**Issuing and Paying Agent**"). The Issuing and Paying Agent, by giving notice under § 11, may appoint other banks as paying agents (each a "**Paying Agent**") and may revoke the appointment of a particular Paying Agent.
- (2) The Calculation Agent is Bayerische Hypo- und Vereinsbank AG, Munich (the "**Calculation Agent**").
- (3) Should any circumstances arise that lead to the Issuing and Paying Agent or Calculation Agent no longer being able to act as Issuing and Paying Agent or Calculation Agent, the Issuer is thereupon authorized to appoint another bank of international standing as Issuing and Paying Agent or another person or institution with the relevant expertise as Calculation Agent. The Issuer shall promptly give notice under § 11 of the appointment of another Issuing and Paying Agent and/or Calculation Agent.
- (4) The Issuing and Paying Agent and the Calculation Agent are exempted from the restrictions of Civil Code § 181 and similar restrictions, if any, in the laws of other countries.
- (5) The calculations and regulations of the Calculation Agent including the calculation of the Redemption Amount in accordance with § 3 as well as the regulations and adjustments pursuant to § 4 and § 5 shall (provided no obvious error is present) be final and binding for all parties. The Calculation Agent shall not be responsible for other errors or bona fide omissions that occur during calculation of amounts or determinations of any nature pursuant to these Terms and Conditions of the Certificates.

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§ 8

(TAXES)

Payments in respect of the Certificates shall only be made after deduction and withholding of current or future taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected (collectively, "**Taxes**") under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, to the extent that such deduction or withholding is required by law. The Issuer shall account for the deducted or withheld taxes with the competent government agencies.

§ 9

(STATUS)

The obligations arising under the Certificates represent direct, unconditional and unsecured obligations of the Issuer and, to the extent not otherwise provided by law, have at least the same rank as all other unsecured and non-subordinated Issuer obligations.

§ 10

(SUBSTITUTION OF THE ISSUER)

- (1) Assuming there is no delay in payment of the Certificates, the Issuer may at any time, without approval of the Certificateholders, put an Affiliated Company (as defined below) in its place as primary obligor on all obligations of the Issuer arising under the Certificates (the "**New Issuer**"), to the extent that

- (a) the New Issuer assumes all obligations of the Issuer arising under the Certificates;
- (b) the Issuer guarantees proper payment of the amounts coming due under the terms and conditions of these Certificates;
- (c) the Issuer and the New Issuer have obtained all required approvals and are able to transfer the payment obligations arising under these Certificates in the currency hereby required to the primary Paying Agent, without the need for retention of any taxes or charges collected by or in the country in which the New Issuer has its head office or in which it is considered a resident for tax purposes;
- (c) the New Issuer has undertaken to indemnify all certificate holders for any taxes, charges or other public charges that are imposed on the certificate holders by reason of the substitution.
- (d) For purposes of this § 10, "Affiliated Company" means an Affiliated Company within the meaning of Section 15 of the German Stock Corporation Act.

(2) Such substitution of the Issuer is to be announced in accordance with § 11.

(3) In the event of such substitution, every mention of the Issuer herein shall be deemed to refer to the New Issuer.

§ 11

(NOTICES)

All notices related to the Certificates shall be published in at least one mandatory newspaper designated by the Securities Exchange on which the Certificates are listed.

§ 12

(PARTIAL INVALIDITY)

(1) Should any provision in the terms and conditions of these Certificates be or become invalid or unenforceable in whole or in part, the remaining provision are not affected thereby. Any gap arising as a result of invalidity or unenforceability of the terms and conditions of these Certificates is to be filled with a provision that corresponds to the meaning and intent of these terms and conditions and are in the interests of the participants.

(2) The Issuer is authorised, without consent of the Certificateholders, (i) to correct obvious typing or arithmetic errors or other obvious mistakes as well as (ii) to change and/or supplement contradictory or incomplete provisions, for which, in cases described in (ii), only such changes and/or additions are allowable as, in light of the Issuer's interests, are reasonable for the Certificateholders, i.e., which do not fundamentally impair the financial position of the Certificateholders. Notice of changes and/or additions to the terms and conditions of these Certificates shall be given without delay, pursuant to § 11.

§ 13

(APPLICABLE LAW, PLACE OF PERFORMANCE, LANGUAGE)

- (1) The form and content of the Certificates, as well as the rights and duties of the Issuer and the certificate holders, shall be determined in accordance with the law of the Federal Republic of Germany.
- (2) The place of performance is Munich.
- (3) To the extent permitted by law, all legal disputes arising from matters governed by the terms and conditions of these Certificates shall be brought before the court in Munich.

Munich, 21 December 2007

**Bayerische
Hypo- und Vereinsbank AG**

IMPORTANT INFORMATION CONCERNING THE INDEX

DOW JONES EURO STOXX 50® (PRICE-) INDEX

For further information about the Dow Jones EURO STOXX 50® (Price-) Index (ISIN EU 000 965 814 5) please go to the webpage www.stoxx.com, including the current index composition, the index description and the actual index guide dated November 2007, Version 12.0.

The information contained on the site is also available free of charge from Bayerische Hypo- und Vereinsbank AG, MCD1CS, Arabellastraße 12, 81925 Munich, Germany.

IMPORTANT INFORMATION RELATING TO LOSS RISKS OF THE CERTIFICATES

These Final Terms are **not** a substitute for obtaining necessary advice from your bank.

RISK

Please note the following when purchasing certificates:

By purchasing certificates you are entitled to receive the payment of a redemption amount linked to the price of the underlying index (the "**Reference Price**") on one or more dates as specified in the terms and conditions of the certificates.

BASIC PRINCIPLES

The issue price for certificates is based on the pricing models used by the issuer and may include hidden premiums on top of the mathematical value determined using such models. The issuer will be entitled to determine the amount of any such premium, which may deviate from the premium charged by other issuers for comparable products. These premiums may also include commission paid to third parties for services relating to derivative securities placement. They may also result in a reduction of the market price for the securities over time.

The development of the price for your certificate is directly linked to the performance of an index (the »underlying«). The market value of the certificates cannot generally be regarded as a precise reflection of the performance of the underlying since factors such as market expectations and the liquidity of the individual shares included in the index affect the price development of the certificates.

Please note that the purchase of certificates does not entitle the purchaser to receive a redemption amount already fixed today on the (early) redemption date. Any change in the value of the underlying may also lead to the value of the certificate falling considerably below the price paid for it in line with the per-

formance of the underlying. This may lead to a partial or total loss of the capital you invest (i.e. the price of the certificate itself, plus any other costs). If the value of the certificate on the (early) redemption date is less than the purchase price paid for the certificates, investors will not get back all the money they invested. In such case, the capital loss will be equal to the difference between the purchase price paid for the certificates and their value on the call date or redemption date.

If the issuer liquidates any collateral security for the certificate issue, this may have a negative impact on the market price of the underlying and therefore also on the value of the certificate, particularly at the end of the lifetime of the certificate.

The value of the certificates may also be affected by the issuer's credit rating on the capital market and supply and demand on the secondary market.

As regards profit expectations, you will have to take any additional costs for the purchase or sale of the certificates into account.

Any dividends falling due during the lifetime of the certificate will be used to finance the earnings mechanism and will not be distributed to the investor.

If, during the term of the certificate, the market price of the certificate falls below the purchase price and you feel that the market price will not recover at all before the redemption date, it would be worth considering selling the certificate and accepting a partial loss to avoid even greater losses. If, contrary to expectations, the market price of the certificate rises after you have sold it, you may only take advantage of this by repurchasing the certificate including the payment of any associated costs.

TRANSACTIONS EXCLUDING OR LIMITING RISK

Do not assume that you will be able to enter into transactions at any time during the lifetime of the certificate to exclude or limit the risks to which you are subject. These risks will depend on market factors and associated conditions. It may be the case that such transactions are only available at an unfavourable

market price and that you will suffer a corresponding loss in this way.

FINANCING TRANSACTIONS WITH CERTIFICATES

If you do decide to go ahead and purchase certificates, the transaction should be financed using your own surplus funds so that any losses can be borne without difficulty.

If you nonetheless decide to finance the transaction using a loan, please ensure you can meet any interest and redemption payments in the event of a loss being incurred on the transaction. Do not assume that you will be able to finance the loan with any profits made from the certificate transaction.

If you finance a certificate transaction by a loan, you will have to set your profit expectations for the transaction at a higher level, since you will have to take both the certificate acquisition costs and the loan costs (interest, redemption payments, processing fees) into account.

Notice

Prior to the purchase of these Certificates please read the Terms and Conditions printed below together with the Base Prospectus and see a specialist for advice.

These Important Information relating to Loss Risks are not an integral part of the Terms and Conditions; no claims can be derived thereof.

DISCLAIMER

STOXX Limited and Dow Jones have no relationship to the Issuer, other than the licensing of the Dow Jones EURO STOXX 50® (the "**Index**") and the related trademarks for use in connection with the Certificates.

STOXX and Dow Jones do not:

- Sponsor, endorse, sell or promote the Certificates.
- Recommend that any person invest in the Certificates or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Certificates
- .
- Have any responsibility or liability for the administration, management or marketing of the Certificates.
- Consider the needs of the Certificates or the owners of the Certificates in determining, composing or calculating the Index or have any obligation to do so.

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STOXX and Dow Jones will not have any liability in connection with the Certificates. Specifically, STOXX and Dow Jones do not make any warranty, express or implied and disclaim any and all warranty about:

- The results to be obtained by the Certificates, the owner of the Certificates or any other person in connection with the use of the Index and the data included in the Index;
- The accuracy or completeness of the Index and its data;
- The merchantability and the fitness for a particular purpose or use of the Index and its data;
- STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the Index or its data;
- Under no circumstances will STOXX or Dow Jones be liable for any lost profits or indirect, punitive, special or consequential dam-

ages or losses, even if STOXX or Dow Jones knows that they might occur.

The licensing agreement between the Issuer and STOXX is solely for their benefit and not for the benefit of the owners of the Certificates or any other third parties.