

**Supplement dated 18 September 2013  
to the Base Prospectus dated 4 September 2013**

*This document constitutes a supplement (the "**Supplement**") which has been drawn up in accordance with Art. 16 subparagraph 1 and 2 of the Securities Prospectus Act (Wertpapierprospektgesetz – WpPG) which implements Directive 2003/71/EC of the European Parliament as amended by Directive 2010/73/EU and of the Council of 4 November 2003 (the "**Prospectus Directive**") into German law.*

*This Supplement is supplemental to and must be read in conjunction with the base prospectus of IKB Deutsche Industriebank Aktiengesellschaft ("**IKB AG**" or the "**Issuer**" or together with its consolidated subsidiaries and special-purpose entities, "**IKB**") dated 4 September 2013 (the "**Base Prospectus**").*



Deutsche Industriebank

**IKB Deutsche Industriebank Aktiengesellschaft**

(incorporated as a stock corporation under the laws of the Federal Republic of Germany)

The Issuer has requested the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) ("**BaFin**") to provide the competent authorities in the Grand Duchy of Luxembourg, the Republic of Austria and the United Kingdom of Great Britain and Northern Ireland within one day after approval regarding this Supplement has been granted with a certificate of approval attesting that the Supplement has been drawn up in accordance with the Securities Prospectus Act (*Wertpapierprospektgesetz – WpPG*). The Issuer may request the BaFin to provide the competent authorities in additional host Member States within the European Economic Area with a Notification.

This Supplement will be published in electronic form on the website of the Issuer ([www.ikb.de](http://www.ikb.de)).

#### **Right to withdraw**

**On 4 September, IKB Deutsche Industriebank Aktiengesellschaft issued the Base Prospectus. This Base Prospectus entails a material inaccuracy with respect to the redemption rights in case of regulatory events with respect to Zero Coupon Notes. This material inaccuracy within the meaning of Sec. 16 paragraph 1 German Securities Prospectus Act (WpPG) shall be amended by this Supplement.**

**In accordance with Article 16 paragraph 3 of the Securities Prospectus Act, where the Base Prospectus relates to an offer of notes to the public, investors who have already agreed to purchase or subscribe for notes before this Supplement is published have the right, exercisable within a time limit of two working days after the publication of this Supplement, to withdraw their acceptances *provided that* the new factor, mistake or inaccuracy referred to in Article 16 paragraph 1 of the Securities Prospectus Act arose before the final closing of the offer to the public and the delivery of the notes.**

**Revocations should be sent to IKB Deutsche Industriebank AG, CTO-11, Wilhelm-Bötzkens-Straße 1, D-40474 Düsseldorf.**

## **RESPONSIBILITY STATEMENT PURSUANT TO § 5(4) SECURITIES PROSPECTUS ACT (WERTPAPIERPROSPEKTGESETZ – WpPG)**

IKB AG with its registered office in Düsseldorf is solely responsible for the information given in this Supplement. The Issuer hereby declares that, the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and no material circumstances have been omitted.

### **IMPORTANT NOTICE**

Terms defined or otherwise attributed meanings in the Base Prospectus have the same meaning when used in this Supplement.

This Supplement shall only be distributed in connection with the Base Prospectus.

The Issuer hereby confirms that the Base Prospectuses contains all information which is material in the context of the Programme and the issue and offering of notes thereunder, that the information contained therein is accurate in all material respects and is not misleading; that there are no other facts, the omission of which would make the Base Prospectuses as a whole or any such information misleading in any material respect and that all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained therein.

No person has been authorised to give any information which is not contained in or not consistent with the Base Prospectuses or this Supplement or any other information supplied in connection with the Programme and, if given or made, such information must not be relied upon as having been authorised by the Issuer.

This Supplement and the Base Prospectuses should each be read in conjunction only and together constitute one prospectus for the purpose of the Prospectus Directive, and for a particular issue of or tranche of notes under the relevant Base Prospectus and should be read in conjunction with any applicable final terms.

Save as disclosed herein and in the Base Prospectuses, there has been no other significant new factor, material mistake or material inaccuracy relating to the information included in the Base Prospectuses since the date of this Supplement.

### **Supplemental and replacement information pertaining to the Base Prospectus**

#### **1. Supplemental and replacement information pertaining to the section "A.1 – ENGLISH VERSION OF SUMMARY":**

**On page 19, in the section "C.8 – Rights attached to the Notes (including limitations to those rights and ranking of the Notes)", the heading "Early redemption at the option of the Issuer upon the occurrence of a Regulatory Event" shall be replaced by the heading "*in the case of Subordinated Notes other than Zero Coupon Notes: Early redemption at the option of the Issuer upon the occurrence of a Regulatory Event*" and immediately after the subsequent paragraph ending with the words "Final Redemption Amount.]", the following heading and paragraph shall be inserted:**

***"[In the case of Zero Coupon Notes: Early redemption at the option of the Issuer upon the occurrence of a Regulatory Event***

***Upon the occurrence of a Regulatory Event the Issuer may redeem the Notes in whole, but not in part, at any time, upon giving notice within the specified notice period at the Early Redemption Amount.]"***

#### **2. Supplemental and replacement information pertaining to the section "A.2 – GERMAN TRANSLATION OF THE SUMMARY":**

On page 43, in the section "C.8 – Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich Beschränkungen dieser Rechte und Rang der Schuldverschreibungen)", the heading "Vorzeitige Rückzahlung nach Wahl der Emittentin bei Eintritt eines Aufsichtsrechtlichen Ereignisses" shall be replaced by the heading "im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind: Vorzeitige Rückzahlung nach Wahl der Emittentin bei Eintritt eines Aufsichtsrechtlichen Ereignisses" and immediately after the subsequent paragraph ending with the words "Rückzahlungsbetrag zurückzuzahlen.]", the following heading and paragraph shall be inserted:

***"[im Fall von Nullkupon-Schuldverschreibungen: Vorzeitige Rückzahlung nach Wahl der Emittentin bei Eintritt eines Aufsichtsrechtlichen Ereignisses***

Im Falle des Eintritts eines Aufsichtsrechtlichen Ereignisses ist die Emittentin berechtigt, die ausstehenden Schuldverschreibungen ganz, jedoch nicht teilweise unter Einhaltung der festgelegten Kündigungsfrist jederzeit zum vorzeitigen Rückzahlungsbetrag zurückzuzahlen.]".

**3. Supplemental and replacement information pertaining to the section "E – TERMS AND CONDITIONS OF THE NOTES":**

a) On page 125, in the section E.1.4.3 ("Subordinated Zero Coupon Notes") under the heading "Redemption", in the first line of the second paragraph, the word "principal" shall be replaced by the words "early redemption".

b) On page 281, in the section E.2.4.3 ("Zero – Anleihebedingungen für nachrangige Schuldverschreibungen ohne Verzinsung (Nullkupon)"), in § 5[3][4], after the words "nicht mehr als 60 Tagen vorzeitig gekündigt und zu ihrem", the words "Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen" shall be replaced by the words "vorzeitigen Rückzahlungsbetrag".

c) On page 476, in the section E.4.4.3 ("Zero – Terms and Conditions that apply to Subordinated Notes without periodic interest payments (Zero Coupon Notes)"), in § 5[3][4], after the words "not more than 60 days' notice at the", the words "principal amount together with accrued interest (if any)" shall be replaced by the words "Early Redemption Amount".

**SIGNATURES**

**DÜSSELDORF**

**on 18 September 2013**

**IKB DEUTSCHE INDUSTRIEBANK AG**



*Stefan Weisser*



*Sebastian Wittkopp*