

SCHEDULE 7
Form of Conversion Notice

Infineon Technologies Holding B.V. (the "Issuer")
€ 700,000,000 aggregate principal amount of
5 per cent. Guaranteed Subordinated Convertible Notes
due 2010 (the "Notes")

When completed, this Conversion Notice should be sent by facsimile or telex to be confirmed in writing or delivered in writing to the Principal Conversion Agent or the German Conversion Agent or the Luxembourg Conversion Agent with a copy to Clearstream Banking, société anonyme ("**Clearstream**") and/or Euroclear System ("**Euroclear**"), as the case may be, at the offices specified below

- to: JPMorgan Chase Bank
Trinity Tower
9 Thomas More Street
London E1W 1YT
- Attention: Manager, Institutional Trust Services
Telefax: +44 1202 347601
- or: J.P. Morgan AG
Grüneburgweg 2
60322 Frankfurt am Main
Attention: [Wolfgang Bohm]
Telefax: +49 69 7158 2553
- or: J.P. Morgan Bank Luxembourg S.A.
5, rue Plaetis
L-2338 Luxembourg Grund
- Attention: Manager, Institutional Trust Services
Telefax: +352 4626 85380

If the Notes are held in Clearstream:

Copy to²: Clearstream Banking, société anonyme
1 Rue Hoehenhof
L-1736 Senningerberg, Luxembourg
Grand Duchy of Luxembourg

If the Notes are held in Euroclear:

Copy to³: Euroclear Bank S.A./N.V.
(as operator of the Euroclear System)
1, Boulevard du Roi Albert II
B-1210 Brussels
Belgium

Failure to deliver properly and completely this Conversion Notice (in the determination of Clearstream or Euroclear, as the case may be, in consultation with the Conversion Agent) may result in this Conversion Notice being treated as null and void.

Expressions defined in the Conditions of Issue of the Notes (the "**Conditions**") shall bear the same meaning herein.

I/We⁴, the Account Holder(s) specified in paragraph 1 below, being the Account Holder(s) of the Note(s) referred to above, hereby exercise the right under the Notes to convert such Note(s) into ordinary registered shares with no par-value in Infineon Technologies AG (the "**Shares**") as more fully set forth in §§ 7 and 8 of the Conditions.

1. Name(s) and Address(es) of Account Holder(s)

2. (A) Aggregate principal amount of Notes to be converted

(B) Total number of Notes to be converted

3. Instructions to Clearstream/Euroclear

² delete as appropriate.

³ delete as appropriate.

⁴ delete as appropriate.

- (b) I/We⁵ hereby irrevocably authorise and instruct Clearstream/Euroclear to:
- (i) debit the principal amount of Note(s) referred to above from the Account referred to below on the Conversion Date in relation to Notes being converted held through Clearstream or Euroclear or a participant thereof; and
 - (ii) debit the Account referred to below with an amount equal to the Conversion Expenses referred to in 3 (b) of this Conversion Notice and to pay such amount to the Principal Conversion Agent or the German Conversion Agent or the Luxembourg Conversion Agent, respectively, in immediately available funds.

Name:

Account No:

- (c) Undertaking to pay stamp duty and other taxes

I/We⁶ hereby undertake to pay all costs and expenses and any applicable stamp duty, stamp duty reserve tax and/or other similar taxes or duties due by reason of the conversion of the Notes referred to in the Conditions and I/We⁷ hereby authorise the Issuer to deduct any costs and expenses and any such taxes or duties from any amount payable by the Issuer to the Noteholder in connection with the conversion of such Notes.

4. Settlement of the Conversion Right in Shares

If the Issuer elects to deliver Shares, I/We⁸ irrevocably instruct the Principal Conversion Agent or the German Conversion Agent or the Luxembourg Conversion Agent, respectively, to make arrangements to deliver the relevant number of Shares, together with any Cash Payment for any fractional Share entitlement pursuant to § 9 of the Conditions and any additional cash payment pursuant to § 10 of the Conditions, to the following account with a bank or other financial intermediary.

Name:

Address:

Account No:

⁵ delete as appropriate.

⁶ delete as appropriate.

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⁸ delete as appropriate.

5. Power of attorney for the Principal Conversion Agent

I/We herewith grant power of attorney to the Principal Conversion Agent, to represent me/us in accordance with the instructions contained in the Conversion Notice in any way whatsoever in connection with the conversion of the Notes and in particular to deliver an Exercise Notice for conversion rights in accordance with Sec. 198 of the German Stock Corporation Act (*Aktiengesetz*) to the Guarantor.

6. Settlement of the Conversion Right in cash

If the Issuer elects to make the Cash Payment pursuant to §§ 9 and/or 10 of the Conditions in lieu of delivering Shares, I/We⁹ hereby irrevocably instruct the Principal Conversion Agent to cause such amount and any additional cash payment pursuant to § 10 of the Conditions, to be paid to the following account with a bank or other financial intermediary.

Name:

Address:

Account No:

SWIFT Code:

7. Representations

I/We¹⁰ hereby represent and warrant that the Notes referred to above are free from all liens, charges, encumbrances and other third party rights.

8. Certification of beneficial ownership by non-U.S. Persons

I/We¹¹ hereby represent and warrant that I/We¹² am/are¹³ not, and¹⁴ I/We¹⁵ am/are¹⁶ not exercising the Conversion Right on behalf of, a U.S. Person (as that term is

⁹ delete as appropriate.

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defined in Regulation S under the U.S. Securities Act of 1933, as amended). I/We¹⁷ certify that such Conversion Right is being exercised outside the United States (as such term is defined in Regulation S under the U.S. Securities Act of 1933, as amended).

9. Authorisation of production in proceedings

I/We¹⁸ hereby authorise the production of this Conversion Notice in any administrative or legal proceedings instituted in connection with the Note(s) to which this Conversion Notice relates.

Signed: _____ Date: _____
Account Holder or
authorised representative

Copies: 1 to be retained by the Account Holder
1 to be sent to Clearstream and/or Euroclear, as the case may be

¹⁷ delete as appropriate.

¹⁸ delete as appropriate.