# PROSPECTUS SUPPLEMENT NO. 5 DATED 8 MAY 2020 TO THE BASE PROSPECTUS DATED 18 JUNE 2019



# EUR 5,000,000,000 STRUCTURED NOTE PROGRAMME

This Prospectus Supplement dated 8 May 2020 (the "Prospectus Supplement" or "Prospectus Supplement No. 5") to the Base Prospectus dated 18 June 2019 (as supplemented by the Prospectus Supplement No. 1 dated 26 July 2019, the Prospectus Supplement No. 2 dated 7 November 2019, the Prospectus Supplement No. 3 dated 17 December 2019, the Prospectus Supplement No. 4 dated 12 February 2020 and together with the Prospectus Supplement, the "Base Prospectus") constitutes a supplement for the purposes of Article 16 of Directive 2003/71/EC, as amended (the "Prospectus Directive") and is prepared in connection with the Structured Note Programme (the "Programme") established by Danske Bank A/S (the "Issuer"). Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement.

This Prospectus Supplement has been approved by the Central Bank of Ireland as competent authority under the Prospectus Directive. The Central Bank of Ireland only approves this Prospectus Supplement as meeting the requirements imposed under Irish and European law pursuant to the Prospectus Directive.

Application has been made to the Euronext Dublin for the approval of the Prospectus Supplement as Listing Particulars Supplement (Listing Particulars Supplement).

The Issuer accepts responsibility for the information contained in this Prospectus Supplement. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information. The Base Prospectus can be viewed online at: <a href="https://danskebank.com/-/media/danske-bank-com/pdf/investor-relations/debt/funding-programmes/structured-note-programme/2019/base-">https://danskebank.com/-/media/danske-bank-com/pdf/investor-relations/debt/funding-programmes/structured-note-programme/2019/base-</a>

prospectus/icm32946001v1danskestructurednoteprogramme2019prospectus.pdf?rev=6aac6f65636140f6a6c02b21cb2f5288&hash=BE3E32612ACCD9A69E67242E0676735A.

#### **INTERIM REPORT – FIRST QUARTER 2020**

On 30 April 2020, the Issuer published its consolidated unaudited interim financial statements as at and for the first quarter period ended 31 March 2020 (the "Interim report – first quarter 2020"). A copy of the Interim report – first quarter 2020 has been filed with the Central Bank of Ireland and, by virtue of this Prospectus Supplement, the Interim report – first quarter 2020 is incorporated in, and forms part of, the Base Prospectus, excluding the section "Outlook for 2020" of the "Executive summary" on page 7 and the last paragraph of the section "Loan impairments" of the "Financial review" on page 8. The Interim report – first quarter 2020 incorporated by reference herein can be viewed online at <a href="https://danskebank.com/media/danske-bank-com/file-cloud/2020/4/interim-report---first-quarter-2020.pdf">https://danskebank.com/file-cloud/2020/4/interim-report---first-quarter-2020.pdf</a>.

#### **Cross Reference List**

Danske Bank Group

Interim report – first quarter 2020 31 March 2020

Income Statement for the Group for the first quarter period ended 31 March 2020

Statement of Comprehensive Income for the Group for the first quarter period ended 31

March 2020

Balance Sheet for the Group as at 31 March 2020

Statement of Capital for the Group for the first quarter period ended 31 March 2020

pages 35-37

Cash Flow Statement for the Group as at and for the first quarter period ended 31 March 2020	page 38
Notes to the Financial Statements for the Group as at and for the first quarter period ended 31 March 2020	pages 39-77
Statement by the Management as at and for the first quarter period ended 31 March 2020	page 78
Independent Auditors' Review Report for the Group as at and for the first quarter period ended 31 March 2020	page 79

The Interim report – first quarter 2020 is incorporated as set out above. The table above sets out the principal disclosure requirements which are satisfied by the information and is not exhaustive. Each page reference refers to the corresponding page in the Interim report – first quarter 2020.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in the Base Prospectus to which this Prospectus Supplement relates.

#### AMENDMENTS TO THE BASE PROSPECTUS

The last paragraph of the risk factor "*The Group may be affected by general economic and geopolitical conditions*" on pages B-8 to B-9 should be deleted and replaced with the following:

"Across the Nordic countries, growth has been sustained by increasing private consumption in the years since the financial crisis. In Denmark and Sweden real wages have grown due to low inflation, and employment has increased. Norway has experienced higher inflation following the depreciation of the Norwegian Kroner, but real wage increases have remained positive. In Finland, real wages decreased in 2017 due to, among other things, an internal devaluation in the shape of a one-year wage freeze. However, real wages have since increased and low inflation and interest rates, combined with an income tax cut, have kept private consumption going strong. Years of rapid house price increases in Sweden and Norway reversed in 2017, especially in Sweden where prices decreased significantly in the second half of 2017 but have recovered since. In Sweden, where residential investments are an important growth driver, the Issuer expects overall growth will be negatively affected as household finances and the finances of construction-related businesses have weakened and house prices may well decline further. Norwegian house prices declined in the first half of 2017 led by lower prices in Oslo as supply of new housing has increased and access to mortgage financing has been limited by regulatory measures. Since then, prices have increased again, on average to levels above the levels before the decline.

In 2020, novel strain of the coronavirus ("COVID-19") has spread across the world including to the Nordic countries, where the disease and the measures taken against it are likely to have a significant negative effect on the economy in terms of GDP, employment, income and house prices. Preliminary data indicates that, in March 2020, unemployment has increased in Denmark, Sweden and Norway as a result of the spread of COVID-19.

As Nordic countries are small, open economies, they are sensitive to disruptions in the global economy or the free flow of goods and services. Very accommodating central bank monetary policy and low interest rates have had, and continue to have, an impact on the Group's net interest income. Adverse economic developments have affected and will continue to affect the Group's business in a number of ways, including, among others, the income, wealth, liquidity, business and/or financial condition of the Group's customers, particularly its small- and medium-sized enterprise ("SME") customers, which, in turn, could further reduce the Group's credit quality (resulting in increased impairment charges) and demand for the Group's financial products and services. As a result, any or all of the conditions described above could continue to have a material adverse effect on the Group's business, results of operations and financial position, and measures implemented by the Group might not be satisfactory to reduce any credit, market and

liquidity risks."

The following risk factor should be inserted immediately thereafter:

"COVID-19 outbreak could have a material adverse effect on the Group's business, results of operations and financial position.

COVID-19, identified in China in late 2019, has spread throughout the world, impacting Asia, Europe, the Middle East and North America. On 11 March 2020, the World Health Organization confirmed that its spread and severity had escalated to the point of pandemic. The outbreak of COVID-19 has resulted in authorities, including those in the Nordic countries, implementing numerous measures to try to contain the virus, such as travel bans and restrictions, curfews, lockdowns, quarantines and shutdowns of business and workplaces, and has led to materially increased volatility and declines in financial markets and significant worsening of the macroeconomic outlook. The duration of such restrictions is highly uncertain, but could be prolonged, and even stricter measures may be put in place. Such restrictions are already in place in all of the Group's markets.

The spread of COVID-19 has led the Group to modify its operational practices, and it may take further actions required by authorities or that it determines are in the best interests of its employees, customers and other stakeholders. There is no certainty that such measures will be sufficient to mitigate the risks posed by COVID-19, and the implementation of such measures (or their insufficiency) could harm the Group's ability to perform some of its critical functions and serve its customers. The pandemic and related counter-measures have affected and continue to affect some of the Group's customers adversely, which in some cases may be material, which could in turn have an adverse impact on the Group (for example, through deteriorations in credit quality and higher impairments). In the jurisdictions in which the Group operates, schemes have been initiated by both the Group and national governments to provide financial support to parts of the economy most impacted by the COVID 19 outbreak. The details of how these schemes will operate, the impact on the Group's customers and, therefore, the impact on the Group remain uncertain at this stage.

The full economic impact of COVID-19 is outside of the Group's control and will depend on the spread of the virus and the response of the local authorities and the global community. Based on the financial performance of the Group to date, the Issuer expects that COVID-19 will have negative impact on its financial results for the year ending 31 December 2020. The Issuer's preliminary assessment based on input from changes to model assumptions is that loan impairment charges are likely to increase for the year ending 31 December 2020 due to more severe scenarios. Furthermore, the global financial markets are impacted by very high volatility, which may have a negative impact on the Group's trading income for the full year ending 31 December 2020 should the volatility continue throughout the year. The ability of the Group's customers to serve their contractual obligations, including to the Group, may also be materially adversely affected. The degree to which COVID-19 impacts the Group's results of operations, liquidity, access to funding and financial position will depend on future developments, which, as at the date of this Base Prospectus, are highly uncertain and cannot be predicted. These developments may include, but are not limited to, the duration and spread of COVID-19, its severity, actions taken to contain the virus or treat its impact, the extent and effectiveness of economic stimulus taken to contain the virus or treat its impact, and how quickly and to what extent normal economic and business activity can resume.

The factors described above could, together or individually, have a material adverse effect on the business, results of operations, financial position and liquidity of the Group."

The section "Copenhagen City Court and Eastern High Court" in "Legal and Regulatory Proceedings" on pages D-14 to D-16 (as amended in Prospectus Supplement No. 4) shall be deemed deleted and replaced with the following:

"Copenhagen City Court and Eastern High Court: On 3 March 2019, a court case was initiated against the Issuer for approval of a class action lawsuit led by a newly formed association with the aim of representing former and current shareholders in a liability action relating to the Estonian AML matter. No specific claim

amount has been calculated. In December 2019, the association's application for legal aid was denied by the Danish Department of Civil Affairs. This decision has now been appealed to the Danish Appeals Permission Board (*Procesbevillingsnævnet*) and awaits a final decision, expected in the second quarter of 2020. The association has indicated that the case may be discontinued without legal aid.

On 14 March 2019, 169 separate cases were further initiated simultaneously concerning shareholder claims relating to the Estonian AML matter with claims totalling approximately DKK 3.5 billion. In October 2019, the claimants' Danish counsel filed an additional 64 claims against the Issuer, increasing the total value of the claims by approximately DKK 2.5 billion. In January 2020, an additional nine claims were raised bringing the total to approximately DKK 6.3 billion and on 20 March 2020, an additional 38 claims were filed, bringing the total number of claims to 279 with a total claim amount of approximately DKK 7 billion. However, of the 38 claims filed on 20 March 2020, nine are duplicate cases which have been refiled by claimants pending the Court's decision regarding amendment of the claimant names. These court actions relate to alleged violations in the Issuer's Estonian branch of the rules on prevention of money laundering and alleged failure to timely inform the market of such violations. At present, 228 of the cases have been referred to the Eastern High Court.

On 27 December 2019, 63 private and institutional investors initiated a similar case against the Issuer with a total claim amount of approximately DKK 1.3 billion. The case is pending before the City Court of Copenhagen, but is expected to be referred to the Eastern High Court.

On 20 February 2020, the Issuer received a procedural notification in a case initiated against Thomas Borgen by 72 institutional investors, and funded by the litigation funder Deminor Recovery Services. The total claim amount is approximately DKK 2.7 billion. The case is pending before the District Court of Lyngby, but the claimants have requested that the case be referred to the Eastern High Court. Under Danish law, the purpose of a procedural notification is to make a formal reservation of rights to bring a potential claim against the notified party in the future, so that the notified party cannot later say that it was not aware of the matter. The notification also prevents the claimants' claim from being time barred, unless the claim against the notified party was already time barred before the notice was given. The procedural notification does not constitute service of legal proceedings on the Issuer and has not been submitted to the court."

In the section "*European implementation of the Basel III Framework*" on pages D-16 to D-18 of the Base Prospectus, the following is to be inserted as the antepenultimate paragraph:

"As of 19 March 2020, the DFSA announced that supervisory flexibility as to the LCR requirement can be expected in light of the COVID-19 situation. Among other things, this includes expected flexibility as to new Danish Central Bank facilities established in light of the COVID-19 situation."

In the section "Regulatory Initiatives to Secure Financial Stability (The Bank Recovery and Resolution Directive – BRRD)" on pages D-18 to D-21 of the Base Prospectus, the first two sentences of the ninth paragraph shall be deemed deleted and replaced with the following:

"In March 2020, the DFSA published yearly decision to set the MREL for the Group reflecting a full release of the countercyclical buffers in Denmark and Sweden and a partial release in Norway (from 2.5 to 1.0 per cent.) announced in March 2020 in light of the COVID-19 situation. In accordance with the Danish FSA approach for setting MREL requirements for Danish SIFIs, the requirement was set to be equivalent to two times the capital requirement including capital buffer requirements, however with the countercyclical buffer excluded from the recapitalisation amount."

# GENERAL INFORMATION

Paragraphs "Material Change and Significant Change" and "Legal Proceedings" of the section "General Information" on pages D-27 and D-28 of the Base Prospectus shall be deemed deleted and replaced with the following paragraphs, respectively:

## "Material Change and Significant Change

(i) There has been no significant change in the financial position of the Issuer or of the Issuer and its

- Subsidiaries taken as a whole since 31 March 2020, the last day of the financial period in respect of which the most recent financial statements of the Issuer and the Group have been prepared; and
- (ii) save as outlined in the sections "Risk Factors COVID-19 outbreak could have a material adverse effect on the Group's business, results of operations and financial position" and "Legal and Regulatory Proceedings", there has been no material adverse change in the prospects of the Issuer since 31 December 2019, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer and the Group have been prepared.

#### **Legal Proceedings**

Save as outlined in the section "Legal and Regulatory Proceedings", there are no governmental, legal or arbitration proceedings against or affecting the Issuer or any of its Subsidiaries (and no such proceedings are pending or threatened of which the Issuer is aware) during a period covering at least the previous twelve months which have or may have in the recent past, individually or in the aggregate, significant effects on the profitability or the financial position of the Issuer or of the Issuer and its Subsidiaries taken as a whole."

#### **SUMMARY**

The Summary of the Base Prospectus shall be amended as set out in Schedule 1 to this Prospectus Supplement.

#### **GENERAL**

To the extent that there is any inconsistency between (a) any statement in this Prospectus Supplement or any statement incorporated by reference into the Base Prospectus by this Prospectus Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

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

See "Risk Factors" in the Base Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Programme.

Investors who have already agreed to purchase or subscribe for Notes before this Prospectus Supplement is published have the right, exercisable by the close of business on 12 May 2020 to withdraw their acceptances.

#### **SCHEDULE 1**

# AMENDMENTS TO THE SUMMARY OF THE BASE PROSPECTUS

The following amendments are made to the Summary set out in the Base Prospectus:

# **SECTION A-SUMMARY**

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A - E (A.1 - E.7). This Summary contains all the Elements required to be included in a summary for the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in a summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

Section A - Introduction and Warnings

Element	
A.1	This summary should be read as an introduction to the Base Prospectus and the relevant Final Terms.
	Any decision to invest in any Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference and the relevant Final Terms.
	Where a claim relating to information contained in the Base Prospectus and the relevant Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the relevant Final Terms before the legal proceedings are initiated.
	No civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the relevant Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of the Base Prospectus and the relevant Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Notes.
A.2	[Not Applicable – The Notes may only be offered in circumstances where there is an exemption from the obligation under the Prospectus Directive to publish a prospectus (an "Exempt Offer").]
	[The Notes may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus (a "Non-exempt Offer").
	Consent: Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of Notes by [name(s) of relevant Dealer/Managers] [;/and] [names of specific financial intermediaries listed in final terms,] [and each financial intermediary whose name is published on the Issuer's website (www.danskebank.com) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer] ([together,] the "Authorised Offeror[s]").

Offer period: The Issuer's consent referred to above is given for Non-exempt Offers of Notes during [offer period for the issue to be specified here] (the "Offer Period"). Conditions to consent: The conditions to the Issuer's consent are that such consent (a) is only valid during the Offer Period; and (b) only extends to the use of the Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in [specify each Relevant Member State *in which the particular Tranche of Notes can be offered*]. AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM [AN/THE] AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY [SUCH/THE] AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN [SUCH/THE] AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE [RELEVANT] AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE [RELEVANT] AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH

#### Section B - Issuer

INFORMATION.]

Element	Title	
B.1	Legal and Commercial Name	Danske Bank A/S (the "Issuer")
B.2	Domicile/ Legal Form/ Legislation/ Country of Incorporation	The Issuer was founded in Denmark and incorporated on 5 October 1871. The Issuer is a commercial bank with limited liability and carries on business under the Danish Financial Business Act. The Issuer is registered with the Danish Commerce and Companies Agency and the Danish corporate registration number is 61126228.
B.4b	Known trends affecting the Issuer and the industries in which it operates	Not Applicable - There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for its current financial year.
B.5	Description of the Group	The Issuer is the parent company of the Danske Bank Group (the "Group").  The Issuer is a modern Nordic universal bank with bridges to the rest of the world.
B.9	Profit forecast or estimate	Not Applicable - No profit forecast or estimates have been made in the Base Prospectus.
B.10	Qualifications to audit report	Not Applicable - No qualifications are contained in any audit report incorporated by reference in the Base Prospectus.

B.12	Selected historical key finan	cial information	
	(DKK millions)	Twelve months ended 31 December 2019	Twelve months ended 31 December 2018 <sup>1</sup>
	Income Statement		
	Total income	44,982	44,365
	Operating expenses	29,151	25,011
	Loan impairment charges	1,516	(650)
	Profit before tax, core	14,315	20,004
	Profit before tax, Non-core	(493)	(282)
	Profit before tax	13,822	19,722
	Tax	(1,249)	4,548
	Net profit for the year	15,072	15,174
	Balance sheet:		
	Loans	1,821,309	1,769,438
	Trading portfolio assets	495,313	415,811
	Assets in Non-core	7,519	14,346
	Other assets	1,436,909	1,378,872
	Total assets	3,761,050	3,578,467
	Deposits	962,865	894,495
	Bonds issued by	795,721	741,092
	Realkredit Danmark		
	Trading portfolio liabilities	452,190	390,222
	Liabilities in Non-core	2,501	4,014
	Other liabilities	1,377,265	1,385,368
	Total liabilities	3,590,542	3,415,191
	Additional tier 1 etc.	14,237	14,299
	Shareholders' equity	156,271	148,976
	Financial interim report of f	irst three months of 2020	
	(DKK millions)	Three months ended 31 March 2020	Three months ended
	Income Statement		
	Total income	9,606	10,802
	Operating expenses	6,764	6,145
	Loan impairment charges	4,251	357
	Profit before tax, core	(1,409)	4,300
	Profit before tax, Non-core	(254)	(288)

The Group has restated the comparative financial highlights as at and for the year ended 31 December 2018 in the Group's Annual Report. The above tables reflect the restated figures as at and for the year ended 31 December 2018.

The Group has restated the comparative financial highlights as at and for the three months ended 31 March 2019 in the Group's Interim Report – first quarter 2020. The above tables reflect the restated figures as at and for the three months ended 31 March 2019.

Profit before tax	(1,663)	4,012
Tax	(374)	1,024
Net profit for the pe	riod (1,289)	2,988
Balance sheet:		
Loans	1,781,846	1,793,049
Trading portfolio asso	ets 706,541	468,414
Assets in Non-core	6,168	15,319
Other assets	1,513,136	1,438,132
<b>Total assets</b>	4,007,691	3,714,914
Deposits	995,249	909,354
Bonds issued by	762,026	751,185
Realkredit Danmark		
Trading portfolio liab	ilities 603,008	423,324
Liabilities in Non-con	re 2,492	5,596
Other liabilities	1,477,901	1,466,878
Total liabilities	3,840,676	3,556,337
Additional tier 1 etc	. 14,428	14,421
Shareholders' equit	y 152,587	144,156
Statement of no material adverse change	There has been no significant change in the finan Issuer or of the Issuer and its Subsidiaries taken a March 2020, the last day of the financial period in most recent financial statements of the Issuer and the prepared <sup>3</sup>	as a whole since 31 respect of which the
Description of significant changes to financial or	prepared. <sup>3</sup> Based on the financial performance of the Group in the Issuer expects that COVID-19 will have negative.	
trading position	financial results for the year ending 31 December 2 which COVID-19 impacts the Group's results of of access to funding and financial position will dependevelopments, which, on 8 May 2020, are highly uncannot be predicted. These developments may included it in the duration and spread of COVID-19, it taken to contain the virus or treat its impact, the exeffectiveness of economic stimulus taken to contain its impact and how quickly and to what extent norm business activity can resume. The factors described together or individually, have a material adverse of business, results of operations, financial position and Group.	perations, liquidity, d on future ncertain and ude, but are not ts severity, actions tent and n the virus or treat mal economic and d above could, effect on the

By virtue of the Prospectus Supplement No. 5 dated 8 May 2020, the words "31 December 2019" have been deleted and the words "31 March 2020" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first quarter ended on 31 March 2020.

By virtue of the Prospectus Supplement No. 5 dated 8 May 2020, the words "Based on the financial performance of the Group in the first quarter, the Issuer expects that COVID-19 will have negative impact on its financial results for the year ending 31 December 2020. The degree to which COVID-19 impacts the Group's results of operations, liquidity, access to funding and financial position will depend on future developments, which, on 8 May 2020, are highly uncertain and cannot be predicted. These developments may include, but are not limited to, the duration and spread of COVID-19, its severity, actions taken to contain the virus or treat its impact, the extent and effectiveness of economic stimulus taken to contain the virus or treat its impact and how quickly and to what extent normal economic and business activity can resume. The factors described above could, together or individually, have a material adverse effect on the business, results of operations, financial position and liquidity of the Group." have been added to reflect new Risk Factor for COVID-19.

	<u></u>	<del>,</del>
		The Issuer is currently under investigation by the Danish Financial Supervisory Authority, the Danish State Prosecutor for Serious Economic and International Crime, the Estonian Office of the Prosecutor General, the U.S. Department of Justice and the U.S. Securities and Exchange Commission. Cases against the Issuer have also been initiated in New York, the Tribunal de Grande Instance de Paris and in the City Court of Copenhagen. The timing of completion of the lawsuits and the investigations and outcomes are uncertain. The Issuer intends to defend itself against the claims.  Save as outlined immediately above <sup>5</sup> , there has been no material adverse change in the prospects of the Issuer since 31 December 2019, the last day of the Financial period in respect of which the most recently
		the last day of the financial period in respect of which the most recently audited financial statements of the Issuer and the Group have been prepared. <sup>6</sup>
B.13	Recent events materially relevant to an evaluation of the Issuer's solvency	Not Applicable - There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Dependence on other entities within the Group	See Element B.5. Not Applicable – The Issuer is not dependent on any other entities within the Group.
B.15	Principal activities	The Group is the leading financial service provider in Denmark (Source: the Danish Financial Supervisory Authority) – and one of the largest in the Nordic region – measured by total assets as at 31March 2018. The Group offers customers a wide range of services in the fields of banking, mortgage finance, insurance, pension, real-estate brokerage, asset management and trading in fixed income products, foreign exchange and equities. The Group is the largest bank in Denmark (Source: the Danish Financial Supervisory Authority), is one of the largest banks in Finland and Northern Ireland and has challenger positions in Sweden and Norway.
B.16	Controlling shareholders	Not Applicable – The Issuer is not aware of any shareholder or group of connected shareholders who directly or indirectly control the Issuer.
B.17  (Applicable for Annexes V and XIII)	Credit ratings assigned to the Issuer	As at the date of the Base Prospectus, the Issuer has been rated by the following rating agencies: S&P Global Ratings Europe Limited ("S&P"), Fitch Ratings Ltd ("Fitch") and Moody's Investors Service Ltd. ("Moody's").
,		The Issuer ratings are as follows:

\_

<sup>&</sup>lt;sup>5</sup> By virtue of the Prospectus Supplement No. 5 dated 8 May 2020, the words "Save for lawsuits and investigations" have been deleted and the words "Save as outlined immediately above" are substituted therefore to reflect the changes made in section Description of significant changes to financial or trading position.

By virtue of the Prospectus Supplement No. 4 dated 12 February 2020, the words "31 December 2018" have been deleted and the words "31 December 2019" are substituted therefore to reflect the publication of the 2019 Annual Report.

•			
	S&P	Fitch	Moody's
senior unsubordinated long-term debt/long-term Issuer default rating	A	A	A3
senior unsubordinated short-term debt/short-term Issuer default rating	A-1	F1	P-2 <sup>7</sup>
Each of S&P, Fitch and Moody's is established "EU") and is registered under Regulation amended).		-	-
A rating is not a recommendation to buy, sell be subject to suspension, reduction or with assigning rating agency.			-
No ratings have been or are expected to be a request of or with the co-operation of the Issue	•		

# Section C - Notes

Element	Title	
	Description of Notes/ISIN	The Notes are [●].  The Series number is [●]. The Tranche number is [●].
(Applicable for Annexes V, XII and XIII)		[The Notes will be consolidated and form a single series with [identify earlier Tranches] on [the Issue Date/exchange of the temporary global Note for interests in the permanent global Note, which is expected to occur on or about [•]]]
		The International Securities Identification Number (ISIN) is [●]. The Common Code is [●]. [The [VP/VPS/Euroclear Finland/Euroclear Sweden] identification number is [●].]
		The calculation amount ("CA") is [●].

C.2	Currency	The Notes are denominated in [●] and the specified currency for payments in respect of the Notes is [●].
(Applicable		
for Annexes		
V, XII and		
XIII)		

C.5	Restrictions on the free	[While the Notes are in global form and held through the clearing systems, investors will be able to trade their beneficial interests only through
(Applicable	transferability	Euroclear and Clearstream, Luxembourg, as the case may be.]
for Annexes	of the Notes	
V, XII and		[Transfers of Notes may be effected only through the book entry system and
XIII)		register maintained by the [VP/VPS/Euroclear Finland/Euroclear Sweden].]

By virtue of the Prospectus Supplement No. 3 dated 17 December 2019, the senior unsubordinated long-term debt/long-term Issuer default rating and the senior unsubordinated short-term debt/short-term Issuer default rating issued by Moody's have been changed from "A2"and "P-1" to "A3 and "P-2" to reflect the rating action announced by Moody's on 10 December 2019.

The Notes will be freely transferable, subject to the offering and selling restrictions of the United States, the European Economic Area, the United Kingdom, Germany, Denmark, Finland, Norway and Sweden and the laws of any jurisdiction in which the Notes are offered or sold.

#### **C.8**

(Applicable for Annexes V, XII and XIII)

# Rights attached to the Notes, including ranking and limitations on those rights

The Notes have terms and conditions relating to, among other matters:

#### Ranking

The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* without any preference among themselves and at least *pari passu* with all other ordinary, non-preferred, unsubordinated and unsecured obligations of the Issuer, present and future save for certain mandatory exceptions provided by law.

#### **Taxation**

[All payments in respect of the Notes will be made without withholding or deduction for taxes imposed by Denmark, unless such withholding or deduction is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted. If any such additional amounts become payable and cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may redeem the Notes early by payment of the early redemption amount in respect of each calculation amount. / The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment of any Note and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.]

#### Negative pledge and cross default

The terms of the Notes will not have the benefit of a negative pledge or a cross-default.

# Events of default

The terms of the Notes will contain, amongst others, the following events of default: (i) default in payment of any principal or interest due in respect of the Notes, continuing for a period of 5 days after the date on which notice has been given to the Issuer; (ii) default in the performance or observance of any other obligation of the Issuer under the Notes and such default remains unremedied for 30 days after notice requiring remedy has been given to the Issuer; (iii) a legal process is levied or enforced or sued out upon or against any part of the assets of the Issuer which is material in its effect upon the operation of the Issuer and is not discharged or stayed within 60 days of having been so levied, enforced or sued out, (iv) events relating to the bankruptcy of the Issuer; and (v) the Danish Financial Supervisory Authority files a petition for the suspension of payments of the Issuer.

#### Meetings

The terms of the Notes will contain provisions for calling meetings of holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.

# Governing Law

English law[, except that the registration of the Notes in [the VP Securities Services/the Norwegian Central Securities Depository/Euroclear Finland Oy/Euroclear Sweden AB] shall be governed by [Danish/Norwegian/Finnish/Swedish] law].

#### [C.9 Interest, [Fixed Rate Notes: The Notes bear interest [from their date of issue/from [•]/in respect of [the/each] interest period falling during the period from Redemption (Applicable and ([and including/but excluding]) [●] to (([and including/but excluding])) [•]]] at the fixed rate of [•] per cent. [per annum].] Representation for Annexes V and XIII) [Variable Rate Notes: The Notes are [[Capped/Floored/Collared/Reverse] The nominal Floating Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range interest rate Accrual Notes] / [Binary Rate Notes] / [Inflation Adjusted Interest Notes] [specify combination of the above]. The date from which interest [The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial becomes payable and valuation date[s] and the specified interest FX determination date for the the due dates relevant interest period.] for interest The Notes bear interest [from their date of issue/from [●]/for the interest Where the period[s] specified below] at a variable rate calculated by reference to [the Relevant Rate/Reference Price<sub>t</sub>] specified below.] rate is not fixed, description of the underlying on which it is based

[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:

(Leverage x Relevant Rate) + Margin

For the purposes of the above:

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].

[•]	G	[ullet][ullet]r each interest period $]]$	[●]%]
[●]		[●]%	[●]%
Interest period ending on or about		[Leverage	[Margin
		[TABLE	1
"Margin"	=	[[+/-][●]%/Zero/the p for the relevant interes below]	
"Leverage"	=	[[●]%/100%/the perce the relevant interest pelow]	~ .
date for an interes	t period,	spect of the relevant in the [underlying rate Item for such interest de	[[specify period]

[Capped Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:

Min [Cap; (Leverage x Relevant Rate) + Margin]

For the purposes of the above:

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].

"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

"Cap" = [[●]%/the percentage specified for the relevant interest period in the Table below]

"Leverage" = [[●]%/100%/the percentage specified for the relevant interest period in the Table below]

"Margin" = [[+/-][•]%/Zero/the percentage specified for the relevant interest period in the Table below]

	[TABLE			
Interest period ending on or about	[Сар	[Leverage	[Margin	
[•]	[●]%	[●]%	[●]%	
[•]	[●]%]	[ <b>●</b> ]%]	[ <b>●</b> ]%]	
	(Specify for each inte	erest period)]]		

[Floored Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:

Max [Floor; (Leverage x Relevant Rate) + Margin]

For the purposes of the above:

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].

"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

"Floor" [[•]%/the percentage specified for the relevant interest period in the Table below] "Leverage" [[●]%/100%/the percentage specified for the relevant interest period in the Table below] "Margin" [[+/-][●]%/Zero/the percentage specified for the relevant interest period in the Table below] **[TABLE** Interest [Floor [Leverage [Margin period ending on or about [•] [•]% [•]% [•]% [•] [**●**]%] [•]%] [•]%]

[Collared Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from

(Specify for each interest period)]]

([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:					
Min (Cap; Max [F	Floor; (	Leverage	x Relevant	Rate) + Mai	rgin])
For the purposes of the	above	:			
"Reference Item" mea [currency] LIBOR / E [[●] year [currency] O	URIBO	OR / NIBC	OR / STIBO	R / CIBOR	
"Relevant Rate" meandate for an interest performance] of the Re	perio	d, the [u	nderlying r	ate] [[speci	fy period]
"Cap"	=		•	age specific	
"Floor"	=		•	age specific	
"Leverage"	=		_	ercentage sp st period in	
"Margin"	=		_	e percentage rest period in	_
		[TABI	<b>LE</b>		
Interest period ending on or about		[Сар	[Floor	[Leverage	[Margin
[●]		<b>[●]</b> %	[●]%	[●]%	[●]%
[●]		[•]%]	[ <b>●</b> ]%]	<b>[●]</b> %]	[•]%]
(Sp	pecify f	or each in	terest period	<i>t</i> )]]	

[Reverse Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula: Max [Floor; Min [Cap; Specified Rate - (Leverage x Relevant Rate)]] For the purposes of the above: "**Reference Item**" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[•] year [currency] OMX Swap Rate] / [Swap Rate]. "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date. "Cap" [[●]%/Not Applicable/the percentage specified for the relevant interest period in the Table below] "Floor" = [[•]%/Zero/the percentage specified for the relevant interest period in the Table below] "Leverage" [[•]%/100%/the percentage specified for the relevant interest period in the Table below] "Specified Rate" [[•]%/the percentage specified for the relevant interest period in the Table below] **[TABLE** [Specified Interest [Cap [Floor [Leverage period Rate ending on or about [•]% [•]% [•]% [•]% [•] [•]%] [•]%] [•]%] [•]%] [•] (Specify for each interest period)]]

[Steepener Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula:

Max [Floor; Min [Cap; Leverage x (Relevant Rate - Strike Rate)]]

For the purposes of the above:

"**Reference Item**" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[•] year [currency] OMX Swap Rate] / [Swap Rate].

"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

"Cap"	=	[[●]%/Not Applicable/t specified for the relevant i the Table below]		
"Floor"	=	[[●]%/Zero/the percentage specified f the relevant interest period in the Tab below]		
"Leverage"	=	[[●]%/100%/the percentage specified for the relevant interest period in the Table below]		
"Strike Rate"	=	= [[●]%/in respect of an interest period, the percentage specified for such interest period in the Table below]		
		[TABLE		
Interest	[Stri	ke [Cap	[Floor	[Leverage
period	Rate			
ending on or about				
[•]	[ <b>●</b> ]%	[●]%	[●]%	[●]%
[•]	[ <b>●</b> ]%	[●]%]	<b>[●]</b> %]	<b>[●]</b> %]
	(Specify for	each interest j	period)]]	

[Snowball Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula:

Max [Floor; Min [Cap; (Rate of Interest<sub>t-1</sub> + Snowball Amount<sub>t</sub>) -(Leverage x Relevant Rate)]]

For the purposes of the above:

"Rate of Interest<sub>t-1</sub>" means, in respect of an interest period (t), the rate of interest for the immediately preceding interest period (t-1) or, if none,  $[\bullet]$ .

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].

"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

"Cap" = [[●]%/Not Applicable/the percentage

specified for the relevant interest period in

the Table below]

"Floor" = [[●]%/Zero/the percentage specified for

the relevant interest period in the Table

below]

"Leverage" =  $[[\bullet]\%/100\%]$  the percentage specified for

the relevant interest period in the Table

below]

"Snowball Amount<sub>t</sub>" =  $[[\bullet]$ %/the percentage specified for such

interest period in the table below]

[TABLE

Interest period ending on or about	[Snowball Amount <sub>t</sub>	[Сар	[Floor	[Leverage
[•]	[●]%	[ <b>●</b> ]%	[ <b>●</b> ]%	[●]%
[•]	[•]%]	[•]%]	[•]%]	[●]%]

(Specify for each interest period)]]

[Range Accrual Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the relevant specified rate[s] and the number of interest observation dates in such interest period for which the relevant Reference Price₁ is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier ("m"), determined as follows:

$$\left[Specified\ Rate\ 1\ x\ \left(\frac{m}{M}\right)\right] + \left[Specified\ Rate\ 2\ x\ \left(\frac{M-m}{M}\right)\right]$$

For the purposes of the above:

"M" means the total number of interest observation dates in the interest period.

"interest observation date" means each [calendar day/business day/[insert weekly, monthly or quarterly dates]/[●]] during the interest period [(subject to adjustment – see "Adjustments" in Element C.10 below)].

"Reference Item" means [insert description of Reference Item].

"Reference Price<sub>t</sub>" means, in respect of an interest observation date, the [level / price / [underlying] rate / value / [specify period] performance] of the Reference Item in respect of such interest observation date[, provided that Reference Price<sub>t</sub> in respect of each interest observation date falling less than [●] business days prior to the end of the relevant interest period shall be deemed to be the same as Reference Price<sub>t</sub> in respect of the immediately preceding interest observation date]

"Lower Barrier" = [[●][Zero][%]/the [percentage/amount] specified for the relevant interest period in the Table below]

"Specified Rate 1" = [[●]%/the rate specified for the relevant interest period in the Table below]

"Specified Rate 2" = [[●]%/Zero/the rate specified for the relevant interest period in the Table below]

"Upper Barrier" = [[●][%]/the [percentage/amount] specified for the relevant interest period in the Table below]

#### **TABLE**

Interest period ending on or about	[Lower Barrier	[Upper Barrier	[Specified Rate 1	[Specified Rate 2
[•]	[•][%]	[•][%]	[●]%	[●]%
[•]	[•][%]]	[•][%]]	[●]%]	[•]%]

(Specify for each interest period)]]

[Binary Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is one of two binary rates depending on whether the Reference Price<sub>t</sub> of the Reference Item is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, determined as follows:

(a) if Reference Price<sub>t</sub> is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, Specified Rate 1; or

(b) otherwise,	Specified Rat	te 2.			
For the purposes of	f the above:				
"Reference Item": [currency] LIBOR [[●] year [currency	/ EURIBOR	/ NIBOR /	STIBOR /		_
"Reference Price," date for an interperformance] of the	rest period,	the [underly	ying rate	/ [specify	period]
"Lower Barrier"		[[•][Zero][9] specified for the Table be	the releva	percentage ant interest	_
"Specified Rate 1"		[[●]%/the r interest period	_		
"Specified Rate 2"		[[●]%/the r interest period	_		
"Upper Barrier"		[[●][%]/the for the relev below]		_	_
		[TABLE			
t Interest period ending on or about	[Interest Determination Date	[Specifie a d Rate 1	[Specifie d Rate 2	[Lower Barrier	[Uppe r Barrie r
1 [●]	[•]	[●]%	[●]%	[ <b>•</b> ][%]	[•][% ]
[●]	[•]]	[ <b>●</b> ]%]	[ <b>●</b> ]%]	[•][%]]	[•][% ]]
	(Specify for	each interes	t period)]]		

[Inflation Adjusted Interest Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be a specified rate, adjusted to reflect the [specify period] performance of the Reference Item, determined as follows:

Specified Rate x Reference Pricet

For the purposes of the above:

"Reference Item" means [insert description of inflation index].

"Reference Price<sub>t</sub>" means, in respect of the relevant interest determination date (t), [[specify period] performance of the Reference Item for such interest determination date.

"Specified Rate" =  $[[\bullet]\%]$ /the percentage specified for the relevant interest period in the Table below].

#### TABLE

t	Interest period ending on or about	[Interest Determination Date	[Specified Rate
1	[●]	[●]	[●]%
	[●]	[●]]	[●]%]
	(Spe	cify for each interest per	iod)]]

[Reference Item-Linked Interest Notes: As amounts in respect of interest will be determined by reference to the performance of the Reference Item[s], the Interest Amount in respect of an Interest Period and each calculation amount will be determined as follows:

[Autocall Interest Notes: If on a specified interest determination date, the Relevant Autocall Interest Performance is **equal to or greater than** the Interest Barrier, the Interest Amount per calculation amount shall be an amount equal to the Autocall Interest Amount. Otherwise the Interest Amount shall be zero.

For the purposes of the above:

"Autocall Interest Amount" means an amount determined by reference to the following formula:

[CA [x t] x Specified Rate][—Paid Interest]

[CA x Max [Specified Rate; Relevant Autocall Interest Performance - Autocall Strike]]

[where "t" is the numerical value of the relevant interest determination date]

"Autocall Interest Performance" means, in respect of [the/a] Reference Item and a specified interest determination date (t), the [level/price/rate/value] of such Reference Item on such specified interest determination date (t) DIVIDED BY the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period], expressed as a percentage.

"Paid Interest" means the sum of the Autocall Interest Amounts (if any) paid on each preceding Interest Payment Date.

"Relevant Autocall Interest Performance" means [the Autocall Interest Performance of the Reference Item/the sum of the weighted Autocall Interest Performances for each of the Reference Items/the [●] highest Autocall Interest Performance of any Reference Item].

"Specified Rate" = [[●]%] / The percentage specified for the relevant interest determination date below]

["Autocall Strike" = [●]% / The percentage specified for the relevant interest determination date below]

"Interest Barrier" = [[●]% / The percentage specified for the relevant interest determination date below]

"interest determination dates" =

 $[[\bullet], [\bullet] \text{ and } [\bullet] / \text{As specified below}]$  (subject to postponement)]

## **TABLE**

t	interest determination dates	[Specified Rate	[Autocall Strike	[Interest Barrier
1	[•]	[•]	[●]%	[•]
	[●]	[•]]	[ <b>●</b> ]%]	[•]]]

(Specify for each Interest Period)]]

[Autocall Multi Barrier Interest Notes: If on a specified interest determination date, the Relevant Autocall Interest Performance falls within a Barrier Interval, the Interest Amount per calculation amount shall be an amount equal to the Relevant Interest Amount<sub>m</sub> for such Barrier Interval. Otherwise, the Interest Amount shall be zero.

For the purposes of the above:

"Barrier Interval" means the interval defined from and including a barrier interval point (a "Starting Barrier Interval Point") to, but excluding, the immediately following barrier interval point (an "Ending Barrier Interval Point" and each Barrier Interval is denoted by *m*). The Starting Barrier Interval Point and the Ending Barrier Interval Point for each Interest Determination Date are as specified in the Table below.

"Relevant Interest Amount" means an amount determined by reference to the following:

(a) [for the interest determination dates and Barrier Intervals for which "Bullet Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula:

CA x Specified Rate<sub>m</sub>]

(b) [for the interest determination dates and Barrier Intervals for which "Memory Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula [(which shall not be less than zero)]:

[CA x t x Specified Rate<sub>m</sub>] – Paid Interest<sub>m</sub>

Where:

"Paid Interest<sub>m</sub>" means, in respect of each Calculation Amount, the sum of the Relevant Interest Amounts<sub>m</sub> (if any) paid in respect of such Calculation Amount and the Barrier Interval for which "Memory Interest" is specified only on each preceding Interest Payment Date.]

(c) [for the interest determination dates and Barrier Intervals for which "Cumulative Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula:

CA x t x Specified Rate<sub>m</sub>]

(d) [for the interest determination dates and Barrier Intervals for which "Bonus Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula:

CA x PR<sub>m</sub> x Max[Specified Rate<sub>m</sub>, Relevant Autocall Interest Performance<sub>t,i</sub> – Autocall Strike<sub>m</sub>]]

[where "t" is the numerical value of the relevant interest determination date]

"Autocall Interest Performance" means, in respect of [the/a] Reference Item and a specified interest determination date (*t*), the [level/price/rate/value] of such Reference Item on such specified interest determination date (*t*) DIVIDED BY the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period], expressed as a percentage.

"Relevant Autocall Interest Performance" means [the Autocall Interest Performance of the Reference Item/the sum of the weighted Autocall Interest Performances for each of the Reference Items/the [●] highest Autocall Interest Performance of any Reference Item].

"Specified Rate <sub>m</sub> "	=	[[•]% / The percentage specified for the relevant interest determination date and barrier interval below]
["Autocall Strike <sub>m</sub> "	=	[•]% / The percentage specified for the relevant interest determination date and barrier interval below]
[PR <sub>m</sub>	=	[•]%/The percentage specified for the relevant interest determination date and barrier interval below]

"interes dates"	t determ	ination	=		pecified onement)	below	(subject to
			TAB	LE			
Interest Determination Date	Barrier Interval Number ( <i>m</i> )	Starting Barrier Interval Point	Ending Barrier Interval Point	[Autocall Strike <sub>m</sub>	[Specified Rate	[PR	Relevant Interest Amount
[•]	[●]	[●]%	[●]%	[•]	[●]%	[●]%	[Bullet/ Memory/ Cumulative/ Bonus] Interest
	[●]	[●]%	[[●]%/ Not Applicable]	[●]]	[•]%]	[●]%]	[Bullet/ Memory/ Cumulative/ Bonus] Interest
		(Spec	ify for each	Interest	Period)]		
[Valuat	ion						
"initial	valuatio	n date"	=	[ <b>•</b> ] (:	subject to	postpo	nement)]
["initial	l averagi	ng dates	,, =		[●] and dified] sion])]		(subject to nement /
"initial	valuatio	n period	" =		\∟	[ullet]	xcluding/and to ([and ag]) [●]]
	<b>tion peri</b> nitial val			durin (each [[moo		ial valua date	[•]] falling ation period] subject to nement /
["intere	est deterr	nination	dates"=		[●] an		(subject to

Swap Rate 1 – Swap Rate 2

[The "Swap Rate" is the rate determined by reference to the difference between two swap rates, determined as follows:

For the purposes of the above:					
"Swap Rate 1" is [●] year [insert relevant Reference Rate]					
"Swap Rate 2" is [●] year [insert relevant Reference Rate]]					
	annually/ semi-annually/quarterly/monthly] each year[, subject to adjustment for non-apayment will be made on [●].]				
annual/quarterly/monthly] interes	le/accrue] in respect of each [annual/semist period but the interest amount in respect accumulate and will only be payable on the				
T					
of each interest period shall be [determined by reference to the r FX determination date in respect the [fifth business day] prior to the BY [[•], being] [the [average]	plicable and the Interest Amount in respect to multiplied by the [●] exchange rate relevant cross-rate] on the specified interest t of such interest period [or, if applicable, the credit event redemption date] DIVIDED [initial price/rate] of such exchange rate the relevant cross-rate] [on the initial expressed as a percentage]				
["initial valuation date" =	[●] (subject to postponement)]				
["initial averaging dates" =	[ullet],  [ullet]  and  [ullet]  (subject to postponement)]				
["interest FX = determination date"	In respect of an interest period and the related Interest [Period/Payment] Date, [the [●] Currency Business Day prior to such Interest [Period/Payment] Date/the date specified for such Interest [Period/Payment] Date in the table below (subject to postponement):				
Interest [Period/Payment] Date	Interest FX Determination Dates				
[•]	[ <b>•</b> ]				
[•]	[•]				
[•]	[•]				
	each Interest Period)]				
1	7.4				
[The Notes do not bear any interewill be offered and sold at a discontinuous and sold	est.] [The Notes are Zero Coupon Notes and ount to their principal amount.]				
[Optional redemption					

<b>Maturity Date</b>
and
arrangements
for the
amortisation
of the loan,
including the
repayment
procedure

[The Issuer may elect to redeem the Notes prior to their stated maturity ([either] in whole [or in part]). The optional redemption amount payable in such circumstances is  $[\bullet]$  per Calculation Amount and the optional redemption date(s) [is/are]  $[\bullet]$ [,  $[\bullet]$  and  $[\bullet]$ ].]

[A Noteholder may elect to redeem any of the Notes held by it on [the/an] optional redemption date[s] by giving [not less than]  $[\bullet]$  days' notice. The optional redemption amount payable in such circumstances is  $[\bullet]$ per calculation amount and the optional redemption date(s) [is/are]  $[\bullet]$ [,  $[\bullet]$  and  $[\bullet]$ ].]

## [Early Redemption (Autocall)

The Notes may be redeemed early in the circumstances set out below by payment of the early redemption amount in respect of each calculation amount.

If, on a specified autocall valuation date (t), Relevant Autocall Performance is greater than or equal to the Autocall Barrier, the Notes shall be redeemed early and the early redemption amount in respect of each calculation amount ("CA") shall be the calculation amount.

For the purposes of the above:

"Autocall Performance" means, in respect of [the/a] Reference Item and a specified autocall valuation date (t), the [level/price/rate/value] of such Reference Item on such specified autocall valuation date (t) DIVIDED BY the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s] /on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Autocall Performance" means [the Autocall Performance of the Reference Item/the sum of the weighted Autocall Performances for each of the Reference Items/ the [●] highest Autocall Performance of any Reference Item]]

"Autocall Barrier" = [[●]% / The percentage specified for the relevant autocall valuation date below]

"autocall valuation dates" = [[●], [●] and [●] / As specified below] (subject to [[modified] postponement/omission])

 [t
 autocall valuation date
 Autocall Barrier

 1
 [●]
 [●]%

 ...
 [●]
 [●]%]

## [Valuation

["initial valuation date" = [●] (subject to postponement)]

["initial averaging dates" (subject to [[modified] postponement / omission])] ["initial valuation period" = from ([but excluding/and including]) [•] to ([and including/but excluding])  $[\bullet]$ ["valuation period dates" for the initial valuation period Each  $[\bullet]$  [,  $[\bullet]$  and  $[\bullet]$ ] falling during the initial valuation period (each such subject date to [[modified] postponement / omission])] ["autocall valuation dates"  $[\bullet], [\bullet]$ and (subject postponement)]]

## Early redemption

See "Taxation" and "Events of Default" in Element C.8 above for information on early redemption in relation to the Notes.

In addition, if the Issuer determines that performance of its obligations under the Notes or that any arrangements made to hedge its obligations under the Notes has or will become illegal in whole or in part as a result of compliance with any applicable present or future law (an "illegality"), the Issuer may redeem the Notes early and, if and to the extent permitted by applicable law, will pay an amount equal to the early redemption amount in respect of each calculation amount.

[In the circumstances specified above, the "early redemption amount" payable on any such early redemption of the Notes will be [[●] per calculation amount] [an amount determined by the Calculation Agent which represents the fair market value of each calculation amount of the Notes [(which amount shall include amounts in respect of interest)] on a day selected by the Issuer (in the case of an early redemption following an illegality, ignoring the relevant illegality), but adjusted (except in the case of an early redemption following an event of default) to account for losses, expenses and costs to the Issuer and/or its affiliates of unwinding any hedging and funding arrangements in respect of the Notes, provided that, for the purposes of determining the fair market value of each calculation amount of the Notes following an event of default, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes].]

[Zero Coupon Notes: In the circumstances specified above, the "early redemption amount" payable on any such early redemption in respect of each calculation amount will be sum of (i) [●] (the "Reference Price") and (ii) the product of the [●] per cent. per annum (compounded annually) being applied to the Reference Price from (and including) the issue date to (but excluding) the date fixed for redemption or, as the case may be, the date upon which the Note becomes due and payable]

## Redemption at maturity

	Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the maturity date.
	The maturity date is [●].
	The "Final Redemption Amount" is [par/[●]% of the aggregate principal

An indication of yield	[The yield on the Notes is [●]% per annum. The yield is calculated at the issue date of the Notes on the basis of the issue price of the Notes of [●] per cent. It is not an indication of future yield.] / [Not Applicable – the Notes are not fixed rate Notes.]
Name of Trustee	Not Applicable – There is no trustee.
	See also Element C.8 above.

		See also Element C.8 above.				
[C.10	Derivative component of the interest payment	[Not Applicable – there is no derivative component in the interest payments.]				
for Annex V)		[Interest payable in respect of Capped Floating Rate Notes is subject to a Cap and, therefore, where the Relevant Rate is greater than the Cap, investors will not participate in the increase in the Relevant Rate above such Cap.]				
		[Interest payable in respect of Floored Floating Rate Notes is subject to a Floor and, therefore, where the Relevant Rate is less than the Floor, investors will not participate in the decrease in the Relevant Rate below such Floor.]				
		[Interest payable in respect of Collared Floating Rate Notes is subject to a Cap and a Floor and, therefore, where the Relevant Rate is greater than the Cap, investors will not participate in the increase in the Relevant Rate above such Cap and where the Relevant Rate is less than the Floor, investors will not participate in the decrease in the Relevant Rate below such Floor.]				
		[Interest payable in respect of Reverse Floating Rate Notes is subject to how the Specified Rate compares to the Relevant Rate [and the amount of interest payable is subject to [a Cap] [and] [a Floor].]				
		[Interest payable in respect of Steepener Notes is subject to how the Relevant Rate compares to the relevant Strike Rate [and the amount of interest payable is subject to [a Cap] [and] [a Floor].]				
		[In respect of Snowball Notes, the Snowball Amount will operate to increase the fixed rate to which the Relevant Rate is compared and Snowball Notes are subject to (i) an accreting fixed rate and how it compares to the Relevant Rate [and the amount of interest payable is subject to [a Cap] [and] [a Floor].]				
		[As a leverage factor [greater/less] than 100% is applied, the effect of changes in the level of the variable relevant rate is [magnified/reduced]]				

[Interest payable in respect of Range Accrual Notes is subject to the proportion of interest observation dates within the relevant interest period for which Reference Price<sub>t</sub> falls within the specified parameters and thus Range Accrual Notes can be volatile instruments and may pay little or no interest in respect of an interest period.]

[Different amounts of interest will be payable in respect of Binary Rate Notes, depending on whether Reference Price<sub>t</sub> falls within the specified parameters on the relevant interest determination date.]

[Interest payable in respect of Inflation Adjusted Interest Notes are subject to (i) a Specified Rate and (ii) the performance of the Reference Item over a certain time period. Therefore, increases in the level of the relevant Reference Item will operate to increase the amount of interest payable.

[Reference Item-Linked Interest Notes which are Autocall Interest Notes will pay interest depending on whether the Relevant Autocall Interest Performance is equal to or greater than a specified barrier, otherwise no interest will be paid in respect of the relevant interest period. Such interest may be Bullet Interest, Memory Interest, Cumulative Interest or Bonus Interest.]

[Reference Item-Linked Interest Notes which are Autocall Multi Barrier Interest Notes will pay interest depending on whether the Relevant Autocall Interest Performance falls within a Barrier Interval, otherwise no interest will be paid in respect of the relevant Interest Period. Different amounts of interest will be payable depending on the type of interest that is specified for the relevant Barrier Interval. Such interest may be Bullet Interest, Memory Interest, Cumulative Interest or Bonus Interest.]

[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]

[Rate-Linked Notes: Adjustments

The terms and conditions of the Notes contain provisions, as applicable, relating to non-publication of the Reference Item and details of the consequences of such events. Such provisions may permit the Calculation Agent to obtain quotations from dealers in the relevant market or use underlying rates for a previous interest period.]

[Inflation-Linked Notes: Adjustments

The terms and conditions of the Notes contain provisions, as applicable, relating to events affecting the Reference Item, modification or cessation of the Reference Item and provisions relating to subsequent corrections of the level of the Reference Item and details of the consequences of such events. Such provisions may permit the Issuer either to require the calculation agent to determine a substitute level for the Reference Item by reference to the terms of a reference bond or by reference to the most recently published level of the Reference Item or to cancel the Notes and to pay an amount equal to the early redemption amounts as specified above.]

[Reference Item-Linked Notes other than Rate-Linked Notes and Inflation-Linked Notes: **Disrupted Days, Market Disruption Events and Adjustments** 

The terms and conditions of the Notes contain provisions, as applicable, relating to events affecting the Reference Item(s), modification or cessation of the Reference Item(s) and market disruption provisions and provisions relating to subsequent corrections of the level of the Reference Item(s) and details of the consequences of such events. Such provisions may permit the Issuer either to require the calculation agent to determine what adjustments should be made following the occurrence of the relevant event (which may include deferment of any required valuation or payment or the substitution of a substitute reference item) or to cancel the Notes and to pay an amount equal to the early redemption amount as specified above.]

See also Element C.9.

## [C.11

(Applicable for Annexes V and XII)

# Admission to trading

[Application has been made to [Euronext Dublin]/[the Nasdaq Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq Helsinki Oy]/[the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Stuttgart Stock Exchange] / [the Luxembourg Stock Exchange] for the Notes to be admitted to trading on [[Euronext Dublin] / [the Nasdaq Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Stuttgart Stock Exchange] / [the Luxembourg Stock Exchange]].] / [Not Applicable. The Notes are not admitted to trading on any exchange.]]

# [C.15

(Applicable for Annex XII)

# Description of how the value of the investment is affected by the value of the underlying instrument(s)

[[The Notes [fixed/variable] Notes are rate [which [[Capped/Floored/Collared/Reverse] Floating Rate Notes / Steepener Notes / Snowball Notes / Range Accrual Notes / Binary Rate Notes / Inflation-Linked Interest Notes]] [and interest/Interest] in respect of the Notes is determined by reference to the performance of the Reference Item] [adjusted to reflect changes in the specified exchange rate] (or specify a combination of the above) and the redemption amount payable under the Notes is [[•]% of the aggregate principal amount / linked to the performance of the Reference Item specified in Element C.20 below] [adjusted to reflect changes in the specified exchange rate].

[The principal amount payable at maturity will be subject to a minimum redemption amount of [●]% of the calculation amount[, subject as provided below,] [and the Final Redemption Amount may be less than par].]

[The Notes are also Credit-Linked Notes. Following the occurrence of a Credit Event in respect of [the/a/[nth]] Reference [Entity/Entities] (being, [a bankruptcy] [or] [a failure to pay] [or] [an obligation default] [or] [an obligation acceleration] [or] [a repudiation/moratorium] [or] [a restructuring] [or] [a governmental intervention] in respect of the [relevant] Reference Entity or specified obligations thereof),

[Single Reference Entity/First-to-Default/Nth-to-Default CLNs - Fixed Amount Notes/Range Accrual Notes: no interest will be paid on any interest payment date falling on or after the credit event observation date following the relevant credit event determination date or if the credit event

determination date falls prior to the first credit event observation date, no interest will be paid] [Single Reference Entity/First-to-Default/Nth-to-Default CLNs - Fixed Accrual Notes/Variable Rate Notes (other than Range Accrual Notes); Accrual of Interest upon Credit Event: Not Applicable: interest in respect of the Notes will cease to accrue from the interest period date falling prior to the credit event observation date following the credit event determination date or, if none, no interest will be paid [Single Reference Entity/First-to-Default/Nth-to-Default CLNs - Fixed Accrual Notes/Variable Rate Notes (other than Range Accrual Notes); Accrual of Interest upon Credit Event: Applicable: interest in respect of the Notes will cease to accrue from the credit event determination date] [Non-Tranched Portfolio CLNs - Fixed Amount Notes/Range Accrual Notes/other Notes; Accrual of Interest upon Credit Event: Not Applicable: interest shall be determined by reference to the Calculation Amount, adjusted to take into account a Note's pro rata share of the reference entity notional amount in respect of each Reference Entity in respect of which a credit event determination date has occurred prior to the credit event observation date falling on or immediately preceding the interest [period/payment] date falling at the end of the relevant interest period] [Non-Tranched Portfolio CLNs - Notes which are not Fixed Amount Notes/Range Accrual Notes; Accrual of Interest upon Credit Event: Applicable: interest shall be determined by reference to the Calculation Amount, adjusted to take into account a Note's pro rata share of the reference entity notional amount in respect of each Reference Entity in respect of which a credit event determination date has occurred prior to the relevant interest period date] [Tranched Portfolio CLNs - Fixed Amount Notes/Range Accrual Notes/other Notes; Accrual of Interest upon Credit Event: Not Applicable: interest shall be determined by reference to an amount equal to the "Tranched Calculation Amount" determined by reference to the reference entity notional amounts in respect of the number of Reference Entities in respect of which a credit event determination date has occurred prior to the credit event observation date falling on or immediately preceding the interest [period/payment] date falling at the end of the relevant interest period] [Tranched Portfolio CLNs - Notes which are not Fixed Amount Notes/Range Accrual Notes; Accrual of Interest upon Credit Event: Applicable: interest shall be determined by reference to an amount equal to (A) the sum of the amounts, determined in respect of each day in the relevant interest period, equal to the Tranched Calculation Amount for each such day divided by (B) the number of days in the relevant interest period [and] [the Notes will be redeemed by payment of the Credit Event Redemption Amount (determined as specified in Element C.18 below) on the Credit Event Redemption Date (determined as specified in Element C.18 below)]].

[*Tranched Portfolio CLNs*: For the purposes of the above, "**Tranched Calculation Amount**" means, in respect of a day, an amount determined by reference to the following formula:

[CA  $\times$  (100% – Aggregate Portfolio Loss)] - TUC

where "Aggregate Portfolio Loss" is determined as of the relevant day and is as set out in Element C.18 below provided that where any Final Price is not determined as of the relevant date such Final Price will be deemed to be zero and provided further that "TUC" will be determined as if the Notes were being redeemed as of the relevant day. Where any Final Price is

		deemed to be zero, the Calculation Agent will calculate the shortfall (if any) in any amount(s) of interest paid prior to such Final Price being determined on the basis of the amount of interest which would have been payable had the relevant Final Price been determined as of the related Credit Event Determination Date. The Issuer will pay in respect of such Note and each such Final Price for which the relevant shortfall has been calculated, the relevant shortfall(s) relating to that Note on the next following Interest Payment Date or, if none, the Credit Event Redemption Date but without any additional interest or other amount in respect of the relevant delay(s).  [Nth-to-Default CLNs – The credit event determination date will be deemed to have occurred only as of the day on which the calculation agent determines that a credit event determination date has occurred in respect of [specify number] of Reference Entities.]  [See also Element C.18 below.]
[C.16  (Applicable for Annex XII)	Maturity date and final reference date	The maturity date is [●]. The final reference date is the [final [valuation/averaging] date specified in Element C.18 below].]
[C.17 (Applicable for Annex XII)	Settlement procedure of derivative securities	The Notes are cash settled Notes.]
[C.18  (Applicable for Annex XII)	Return on derivative securities	The interest amounts (if any) and the redemption amount due at maturity are determined as follows:  Interest
		[Fixed Rate Notes: [Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]] at the fixed rate of [●] per cent. [per annum].]
		[Variable Rate Notes: The Notes are [[Capped/Floored/Collared/Reverse] Floating Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range Accrual Notes] / [Binary Rate Notes] / [Inflation-Linked Interest Notes] [specify combination of the above].
		[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]

	[Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/for the interest period[s] specified below] at a variable rate calculated by reference to [the Relevant Rate/Reference Pricet] specified below.]				
	[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:				
	(Leverage x Relevant Rate) + Margin				
	For the purposes of the above:  "Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].  "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.  "Leverage" = [[●]%/100%/the percentage specified for the relevant interest period in the Table below]				
	"Margin"	= [[+/-][●]%/Zero/the percentage specified for the relevant interest period in the Table below]			
			[TABLE		
	Interest period ending on or about		[Leverage	[Margin	
	[•]		[●]%	[●]%	
	[●]		[ <b>●</b> ]%]	[ <b>●</b> ]%]	
	(Specify for each interest period)]]				
	[Capped Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:				
	Min [Cap; (Leverage x Relevant Rate) + Margin]				
	For the purposes of the above:				

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].  "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period]] performance] of the Reference Item for such interest determination date.					
"Cap"	=		•	ecified for the ne Table below]	
"Leverage"	=	[[•]%/100%/the percentage specified for the relevant interest period in the Table below]			
"Margin"	=	[[+/-][●]%/Zero/the percentage specified for the relevant interest period in the Table below]			
[TABLE					
Interest period ending on or about		[Cap	[Leverage	[Margin	
[●]		[●]%	[●]%	[●]%	
[•]		[ <b>●</b> ]%]	[ <b>●</b> ]%]	[●]%]	
(Specify for each interest period)]]					

[Floored Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:

Max [Floor; (Leverage x Relevant Rate) + Margin]

For the purposes of the above:

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].

"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

"Floor" = [[●]%/the percentage specified for the relevant interest period in the Table below]

<u> </u>			
"Leverage"	=	[[●]%/100%/the percether relevant interest pelow]	
"Margin"	=	[[+/-][●]%/Zero/the p for the relevant interes below]	
		[TABLE	
Interest period ending on or about	[F]	oor [Leverage	[Margin
[•]	[•]	[●]%	[●]%
[•]	[•]	[ <b>●</b> ]%]	<b>[●]%</b> ]
	(Specify for	r each interest period)]]	
For the purposes of  "Reference Item" is  [currency] LIBOR  [[•] year [currency]	the above: means [inser / EURIBOR ] OMX Swa	everage x Relevant Rat et description of Inflation R / NIBOR / STIBOR / up Rate] / [Swap Rate].	a Index] / [[●] month CIBOR / BBSW] /
date for an inter	est period,	spect of the relevant in the [underlying rate Item for such interest de	[[specify period]
"Cap"	=	[[●]%/the percentage relevant interest period	
"Floor"	=	[[●]%/the percentage relevant interest period	
"Leverage"	=	[[●]%/100%/the percether relevant interest pelow]	
"Margin"	=	[[+/-][●]%/Zero/the p for the relevant interes below]	

	I	TABLE				
Interest period ending on or about	[Cap	[Floor	[Leverage	[Margin		
[•]	[●]%	[●]%	[●]%	[●]%		
[•]	[ <b>●</b> ]%]	[ <b>●</b> ]%]	[ <b>●</b> ]%]	[ <b>●</b> ]%]		
(Specify for each interest period)]]						
[Reverse Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula:						
Max [Floor; Min [Ca		d Rate – (Leve	rage x Releva	int Kate)]]		
For the purposes of the						
"Reference Item" mea [currency] LIBOR / E [[●] year [currency] C	EURIBOR /	NIBOR / STIB	OR / CIBOR			
"Relevant Rate" mea date for an interest performance] of the Re	period, t	the [underlying	rate] [[spec	cify period]		
"Cap"	S	[●]%/Not Apprecified for the rable below]	relevant intere	percentage est period in		
"Floor"	tl	[●]%/Zero/the phe relevant interpelow]				
"Leverage"	tl	[●]%/100%/the he relevant inter pelow]		•		
"Specified Rate"	_	[●]%/the perce elevant interest p				

[TABLE					
Interest period ending on or about	[Cap	[Floor	Specified Rate	[Leverage	
[•]	[ <b>●</b> ]%	<b>[●]</b> %	[●]%	[●]%	
[•]	<b>[●]</b> %]	[ <b>●</b> ]%]	<b>[●]%]</b>	[•]%]	
(S	Specify for ea	ch interest perio	od)]]		
[Steepener Notes: The respect of [the/each] including/but excluding determined by reference	interest perions interest perions [•] [•] to (ce to the following to the following the	od falling durin ([and including owing formula:	g the period/ but excludin	from ([and g])) [●]] is	
Max [Floor; Min [0	Cap; Leverag	e x (Relevant F	Rate – Strike	e Rate)]]	
For the purposes of the	e above:				
"Reference Item" mea [currency] LIBOR / E [[●] year [currency] C	EURIBOR /	NIBOR / STIB	OR / CIBOR		
"Relevant Rate" mea date for an interest performance] of the R	period, th	e [underlying	rate] [[spec	ify period]	
"Cap"	sp	●]%/Not Appecified for the real Table below]		percentage est period in	
"Floor"	th	ogenication [9]%/Zero/the preserved interpretation [9]			
"Leverage"	th	●]%/100%/the e relevant interlow]			
"Strike Rate"	pe	older [7]%/in respect reentage specified in the Table	fied for su		

[TABLE						
Interest period ending on or about	Strike Rate	[Сар	[Floor	[Leverage		
[•]	[●]%	[●]%	[●]%	[●]%		
[●]	<b>[●]</b> %]	<b>[●]</b> %]	<b>[●]</b> %]	<b>[●]%]</b>		
$ $ $(S_i)$	pecify for eac	ch interest per	iod)]]			
[Snowball Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula:						
Max [Floor; Min [C	-	Interest <sub>t-1</sub> + Relevant Rate		nount <sub>t</sub> ) –		
For the purposes of the	e above:					
"Rate of Interest <sub>t-1</sub> " n interest for the immedi	-			*		
"Reference Item" mea [currency] LIBOR / E [[●] year [currency] O	CURIBOR / N	VIBOR / STIE	BOR / CIBO			
"Relevant Rate" mea date for an interest performance] of the Re	period, the	[underlying	rate] [[spe	ecify period]		
"Cap"	spe	[]%/Not Ap cified for the Table below]		percentage rest period in		
"Floor"	the	]%/Zero/the relevant inte ow]				
"Leverage"	the	]%/100%/the relevant inte ow]		-		
"Snowball Amount <sub>t</sub> "		]%/the perce erest period in				

	[TABLE				
Interest period ending on or about	[Snowball Amount <sub>t</sub>	[Cap	[Floor	[Leverage	
[•]	[●]%	[ <b>●</b> ]%	[●]%	[●]%	
[•]	[ <b>●</b> ]%]	<b>[●]</b> %]	<b>[●]%</b> ]	[ <b>•</b> ]%]	
	(Specify for each i	interest per	iod)]]		

[Range Accrual Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the relevant specified rate[s] and the number of interest observation dates in such interest period for which the relevant Reference Price<sub>t</sub> is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier ("n"), determined as follows:

$$\left[Specified\ Rate\ 1\ x\ \left(\frac{n}{N}\right)\right] + \left[Specified\ Rate\ 2\ x\ \left(\frac{N-n}{N}\right)\right]$$

For the purposes of the above:

"N" means the total number of interest observation dates in the interest period.

"interest observation date" means each [calendar day/business day/[insert weekly, monthly or quarterly dates]/[●]] during the interest period [(subject to adjustment – see "Adjustments" in Element C.10 below)].

"Reference Item" means [insert description of Reference Item].

"Reference Price<sub>t</sub>" means, in respect of an interest observation date, the [level / price / [underlying] rate / value / [specify period] performance] of the Reference Item in respect of such interest observation date[, provided that Reference Price<sub>t</sub> in respect of each interest observation date falling less than [●] business days prior to the end of the relevant interest period shall be deemed to be the same as Reference Price<sub>t</sub> in respect of the immediately preceding interest observation date]

"Lower Barrier" = [[●][Zero][%]/the [percentage/amount] specified for the relevant interest period in the Table below]

"Specified Back 1" = [[●](/d) protection of the specified for the relevant interest period in the Table below]

"Specified Rate 1" = [[●]%/the rate specified for the relevant interest period in the Table below]

"Specified Rate 2" = [[●]%/Zero/the rate specified for the relevant interest period in the Table below]

		percentage/amount terest period in the	_
	[TABLE		
Interest [Lower Barrier period ending on or about	[Upper Barrier	[Specified Rate 1	[Specified Rate 2
[●]	[•][%]	[●]%	[●]%
[•]	[•][%]]	[●]%]	[ <b>●</b> ]%]
(Specify	for each inte	rest period)]]	
		i rechect at Ian int	erest period/i
[Binary Rate Notes: The rate respect of [the/each] interest including/but excluding]) [● one of two binary rates dependent to or less than the Upper Barrier, of the content of the conte	t period falling to (([and in ending on what greater than letermined as equal to or g	ng during the peri- ncluding/but exclude ther the Reference the Lower Barrier a follows:	od from ([anding])) [●]] se Pricet of the and equal to over Barrier and
respect of [the/each] interest including/but excluding]) [ one of two binary rates dependent in the least than the Upper Barrier, of	t period falling to (([and in ending on who greater than letermined as equal to or gothe Upper Barate 2.	ng during the peri- ncluding/but exclude ther the Reference the Lower Barrier a follows:	od from ([arding])) [●]] se Pricet of the and equal to wer Barrier ar

"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].

"Reference Price<sub>t</sub>" means, in respect of an interest determination date for an interest period, the [underlying rate/[specify period]] performance] of the Reference Item for such interest determination date.

"Lower Barrier" = [[●][Zero][%]/the [percentage/amount] specified for the relevant interest period in the Table below]

"Specified Rate 1" = [[●]%/the rate specified for the relevant interest period in the Table below]

"Specified Rate 2" = [[●]%/the rate specified for the relevant interest period in the Table below]

"Upper Barrier" = [[●][%]/the [percentage/amount] specified for the relevant interest period in the Table below]

			[TABLE			
t	Interest period ending on or about	[Interest Determination Date	[Specified Rate 1	[Specifie d Rate 2	[Lower Barrier	[Upper Barrie r
1	[●]	[●]	[●]%	<b>[●]</b> %	[•][%]	[ <b>•</b> ][%]
	[●]	[●]]	[ <b>●</b> ]%]	[ <b>•</b> ]%]	[•][%]]	[•][%] ]
		(Specify for	each interest	t period)]]		
Fo "R dat	erest period/in riod from ([and cluding])) [•]] riod] performant the purposes of the erest determination of the erest determinati	d including/but will be a spence of the Refe Specified R of the above: "means [inserted," means, in recitify period] period period of the date.	at excluding] cified rate, a rence Item, of ate x Refere t description espect of the rformance of	of inflation for the Reference	(([and include reflect the last follows in index].	uding/but e [specify : rmination for such
rel	evant interest p	eriod in the Ta	ble below].  [TABLE			
t	Interest period on or about	ending [Intere Date	_	ation [Sp	ecified Rate	
1	[●]	[•]		[•]	%	
	[●]	[•]]		[•]	%]	
		(Specify for	each interes	t period)]]		
wil the	eference Item-L I be determined Interest Amou ount will be de	l by reference t ant in respect	o the perforn of an Interes	nance of th	e Referenc	e Item[s],
Rel	utocall Interest levant Autocall erest Barrier, t	l Interest Perfe	ormance is e	equal to o	r greater	than the

amount equal to the Amount shall be zero.	Autocall Inte	rest Amount. Otl	herwise the Interest
For the purposes of the	e above:		
"Autocall Interest Ar the following formula:		an amount determ	nined by reference to
[CA [x	t] x Specified	Rate][– Paid Inte	rest]
[CA x Max [Specified		nt Autocall Intere l Strike]]	est Performance –
[where "t" is the nume	rical value of the	he relevant interes	t determination date]
"Autocall Interest Po Item and a spe [level/price/rate/value] determination date (t) price/level/price/rate/v date[s]/on any valuati expressed as a percent	cified intere   of such Refe   DIVIDED B' ralue] of such For period date	st determination rence Item on sur Y the [average/hig Reference Item [or	n date (t), the ch specified interest ghest/lowest] [initial a the initial valuation
"Paid Interest" mean previously paid prior to			est Amounts (if any)
"Relevant Autocall I Performance of the Re- Performances for eac Interest Performance of	ference Item/th h of the Refe	e sum of the weightence Items/the [	nted Autocall Interest
"Specified Rate"	=	[[●]%] / The for the determination	percentage specified relevant interest date below]
["Autocall Strike"	=	[●]% / The <sub>]</sub> for the determination	percentage specified relevant interest date below]
"Interest Barrier"	=	[[●]% / The j for the determination	percentage specified relevant interest date below]
"interest determination	on dates"=		[●] / As specified to postponement)]
	IT A	BLE	
	[1A		
t interest [5 determination dates	[1 A	[Autocall Strike	[Interest Barrier
determination dates	_		[Interest Barrier

# (Specify for each Interest Period)]

[Autocall Multi Barrier Interest Notes: If on a specified interest determination date, the Relevant Autocall Interest Performance falls within a Barrier Interval, the Interest Amount per calculation amount shall be an amount equal to the Relevant Interest Amount<sub>m</sub> for such Barrier Interval. Otherwise, the Interest Amount shall be zero.

For the purposes of the above:

"Barrier Interval" means the interval defined from and including a barrier interval point (a "Starting Barrier Interval Point") to, but excluding, the immediately following barrier interval point (an "Ending Barrier Interval Point" and each Barrier Interval is denoted by *m*). The Starting Barrier Interval Point and the Ending Barrier Interval Point for each Interest Determination Date are as specified in the Table below.

"Relevant Interest Amount" means an amount determined by reference to the following:

(c) [for the interest determination dates and Barrier Intervals for which "Bullet Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula:

CA x Specified Rate<sub>m</sub>]

(d) [for the interest determination dates and Barrier Intervals for which "Memory Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula [(which shall not be less than zero)]:

[CA x t x Specified Rate<sub>m</sub>] – Paid Interest<sub>m</sub>

Where:

"Paid Interest<sub>m</sub>" means, in respect of each Calculation Amount, the sum of the Relevant Interest Amounts<sub>m</sub> (if any) paid in respect of such Calculation Amount and the Barrier Interval for which "Memory Interest" is specified only on each preceding Interest Payment Date.]

(e) [for the interest determination dates and Barrier Intervals for which "Cumulative Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula:

CA x t x Specified Rate<sub>m</sub>]

(f) [for the interest determination dates and Barrier Intervals for which "Bonus Interest" is specified as the Relevant Interest Amount in the Table below, an amount determined by reference to the following formula:

CA x PR<sub>m</sub> x Max[Specified Rate<sub>m</sub>, Relevant Autocall Interest Performance<sub>t,i</sub> – Autocall Strike<sub>m</sub>]]

[where "t" is the numerical value of the relevant interest determination date]

"Autocall Interest Performance" means, in respect of [the/a] Reference Item and a specified interest determination date (t), the [level/price/rate/value] of such Reference Item on such specified interest determination date (t) DIVIDED BY the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period], expressed as a percentage.

"Relevant Autocall Interest Performance" means [the Autocall Interest Performance of the Reference Item/the sum of the weighted Autocall Interest Performances for each of the Reference Items/the [●] highest Autocall Interest Performance of any Reference Item].

"Specified Rate <sub>m</sub> "	=	[[ <b>●</b> ]%	% / The	percent	age s	specified
		for	the	releva	nt	interest
		deter	mination	date	and	barrier
		interv	al below	7]		

["Autocall Strike<sub>m</sub>" = [●]% / The percentage specified for the relevant interest determination date and barrier interval below]

 $[PR_m] = [ \bullet ]\% / \text{The percentage specified} \\ \text{for the relevant interest} \\ \text{determination date and barrier} \\ \text{interval below} ]$ 

### "interest determination

dates" = As specified below (subject to postponement)

			TABI	Æ			
Interest Determination Date	Barrier Interval Number ( <i>m</i> )	Starting Barrier Interval Point	Ending Barrier Interval Point	[Autocall Strike <sub>m</sub>	Specified Rate <sub>m</sub>	[PR	Relevant Interest Amount
[•]	[•]	[●]%	[●]%	[•]	[●]%	[●]%	[Bullet/ Memory/ Cumulative/ Bonus] Interest
	[•]	[●]%	[[●]%/ Not Applicable]	[●]]	[●]%]	[●]%]	[Bullet/ Memory/ Cumulative/ Bonus] Interest

(Specify for each Interest Period)]

•		
	I	
	[The "Swap Rate" is the rate of between two swap rates, determine	letermined by reference to the difference ned as follows:
	Swap Rate 1 – Swap Rate 2	
	For the purposes of the above:	
	"Swap Rate 1" is [●] year [inser	t relevant Reference Rate].
	"Swap Rate 2" is [●] year [inser	t relevant Reference Rate].]
	[annually/ semi-annually/quarterl each year[, subject to adjustment payment will be made on [●].]	C.15, interest/Interest][, if any,] will be paid y/monthly] [in arrear] on [●] [and [●]] in for non-business days]. The first interest e/accrue] in respect of each [annual/semi-
	annual/quarterly/monthly] interes	exacting in respect of each [aintual/semi-st period but the interest amount in respect accumulate and will only be payable on
	of each interest period shall be [determined by reference to the fifth business day] prior to the BY [[•], being] [the [average]	blicable and the Interest Amount in respect the multiplied by the [●] exchange rate relevant cross-rate] on the specified interest to of such interest period [or, if applicable, the credit event redemption date] DIVIDED [initial price/rate] of such exchange rate the relevant cross-rate] [on the initial expressed as a percentage]
	["initial valuation date"	= [●] (subject to postponement)]
	["initial averaging dates"	= $[\bullet]$ , $[\bullet]$ and $[\bullet]$ (subject to postponement)]
	["interest FX determination date"	= In respect of an interest period and the related Interest [Period /Payment] Date, [the [●] Currency Business Day prior to such Interest [Period/Payment] Date/the date specified for such Interest [Period/Payment] Date in the table
		below (subject to postponement):
	Interest [Period/Payment] Date	below (subject to postponement):  Interest FX Determination Dates
	Interest [Period/Payment] Date	, , ,

[●]
(Specify for each Interest Period)]
[The Notes do not bear any interest.] [The Notes are Zero Coupon Notes and will be offered and sold at a discount to their principal amount.]
[Optional redemption
[The Issuer may elect to redeem the Notes prior to their stated maturity ([either] in whole [or in part]). The optional redemption amount payable in such circumstances is $[\bullet]$ per calculation amount and the optional redemption date(s) [is/are] $[\bullet]$ [, $[\bullet]$ and $[\bullet]$ ].]
[A Noteholder may elect to redeem any of the Notes held by it on [the/an] optional redemption date[s] by giving [not less than] [●] days' notice. The optional redemption amount payable in such circumstances is [●] per calculation amount and the optional redemption date(s) [is/are] [●][, [●] and [●]].]
Early redemption
See "Taxation" and "Events of Default" in Element C.8 above [and "Disrupted Days, Market Disruption Events and Adjustments" below] for information on early redemption in relation to the Notes.
If the Issuer determines that performance of its obligations under the Notes or that any arrangements made to hedge its obligations under the Notes has or will become illegal in whole or in part as a result of compliance with any applicable present or future law (an "illegality"), the Issuer may redeem the Notes early and, if and to the extent permitted by applicable law, will pay an amount equal to the early redemption amount in respect of each calculation amount. In addition, the terms and conditions of the Notes contain provisions relating to events affecting any figure which is a "benchmark" as defined in Regulation (EU) 2016/1011. Such provisions may permit the Issuer to, among other things, redeem the Notes early and to pay an amount equal to the early redemption amount in respect of each calculation amount.
In the circumstances specified above, the "early redemption amount"

In the circumstances specified above, the "early redemption amount" payable on any such early redemption of the Notes will be [[•] per calculation amount] [an amount determined by the Calculation Agent which represents the fair market value of each calculation amount of the Notes [(which amount shall include amounts in respect of interest)] on a day selected by the Issuer (in the case of an early redemption following an illegality, ignoring the relevant illegality), but adjusted (except in the case of an early redemption following an event of default) to account for losses, expenses and costs to the Issuer and/or its affiliates of unwinding any hedging and funding arrangements in respect of the Notes, provided that, for the purposes of determining the fair market value of each calculation amount of the Notes following an event of default, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes].

# [Early Redemption (Autocall)

The Notes may be redeemed early in the circumstances set out below by payment of the early redemption amount in respect of each calculation amount.

If, on a specified autocall valuation date (t), Relevant Autocall Performance is greater than or equal to the [relevant] Autocall Barrier, the Notes shall be redeemed early and the early redemption amount in respect of each calculation amount ("CA") shall be the calculation amount.

For the purposes of the above:

"Autocall Performance" means, in respect of [the/a] Reference Item and a specified autocall valuation date (t), the [level/price/rate/value] of such Reference Item on such specified autocall valuation date (t) DIVIDED BY the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s] /on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Autocall Performance" means [the Autocall Performance of the Reference Item/the sum of the weighted Autocall Performances for each of the Reference Items/ the [●] highest Autocall Performance of any Reference Item]]

"Autocall Barrier" = [[●]% / The percentage specified for the relevant autocall valuation date below]

"autocall valuation dates" =  $[[\bullet], [\bullet]]$  and  $[\bullet]$  / As specified below] (subject to postponement)

## **[TABLE**

t	autocall valuation date	[Autocall Barrier			
1	[●]	[●]%			
1	[•]	[•]/0			
	[●]	[●]%]			
(S	(Specify for each Interest Period)]				

## Redemption at maturity

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date.

The maturity date is  $[\bullet]$ .

[Credit-Linked Notes only: Subject as provided below under "Redemption following the occurrence of a Credit Event", the "Final Redemption Amount" is [par/[●]%][, adjusted to reflect changes in the specified exchange rate].]

["FX Principal Conversion": Applicable and the Final Redemption Amount shall be multiplied by the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] [or, if applicable, the [fifth business day] prior to the credit event redemption date] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]]], expressed as a percentage]

["initial valuation date" = [●] (subject to postponement)]

["initial averaging dates" =  $[\bullet]$ ,  $[\bullet]$  and  $[\bullet]$  (subject to postponement)]

["final valuation date" = [•] (subject to postponement)]

["final averaging dates" =  $[\bullet]$ ,  $[\bullet]$  and  $[\bullet]$  (subject to postponement)]

[Reference Item-Linked Redemption Notes: [Subject as provided below under "Redemption following the occurrence of a Credit Event", t/T]he Final Redemption Amount in respect of each calculation amount ("CA") is linked to the performance of the Reference Item and shall be the Reference Item-Linked Redemption Amount (which shall not be less than zero) determined as set out below:

[Inflation Adjusted Redemption Notes: The Reference Item Adjusted Redemption Amount shall be the "Inflation Adjusted Redemption Amount" determined as follows:

RPA x Max [Performance Floor; (PR x Reference Price<sub>f</sub>)] x OFX

### Where:

"FX Option Conversion": [Applicable and "OFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the  $[\bullet]$  exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY  $[[\bullet]$ , being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Reference Price<sub>f</sub>" means the [specify period] performance of the Reference Item for the final valuation date.

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX.

"Performance Floor	r" =	[[●]%/100%]
"PR"	=	[[●]%/100%]

[The Reference Item-Linked Redemption Amount shall be the "Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Call Performance)] x OFX

Where:

"Call Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●]highest Performance of any Reference Item] MINUS Strike

"FX Option Conversion": [Applicable and "OFX" shall be the  $[\bullet]$  exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY  $[[\bullet]$ , being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, PFX = 1]

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period, the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/ on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") mean the CA multiplied by [●]% multiplied by PFX.

"Performance Floor" =  $[[\bullet]\%/Zero]$ 

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" =  $[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "Put Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Put Performance)] x OFX

Where:

"FX Option Conversion": [Applicable and "OFX" shall be the  $[\bullet]$  exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY  $[[\bullet]$ , being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Performance Floor" =  $[[\bullet]\%/Zero]$ 

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" =  $[[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "Call Spread Redemption Amount" determined by reference to the following formula:

#### RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Capped Performance)] x OFX

Where:

"Call Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●]highest Performance of any Reference Item] MINUS Strike

"Capped Performance" means lesser of the Performance Cap and the Call Performance

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period, the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" =  $[[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "**Put Spread Redemption Amount**" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Capped Performance)] x OFX

Where:

"Capped Performance" means lesser of the Performance Cap and the Put Performance

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Performance Cap" = [●]%

"Performance Floor" =  $[[\bullet]\%/Zero]$ 

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" =  $[[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "Individually Capped Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Individually Capped Performance)] x OFX

Where:

"Call Performance" means, in respect of a Reference Item, the Performance of such Reference Item MINUS Strike

"Capped Performance" means lesser of the Performance Cap and the Call Performance

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Individually Capped Performance" means the sum of the weighted Capped Performances for each of the Reference Items

"Performance" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

	"Performance Cap"	=	[•]%
	"Performance Floor"	=	[[●]%/Zero]
	"PR"	=	[[●]%/100%]
	"Strike"	=	[[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Fixed Best Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

 $CA\ x\ Max\ [Performance\ Floor,\ (PR\ x\ Fixed\ Best\ Call\ Performance)]\ x\ OFX$ 

Where:

"Adjusted Call Performance" means, in respect of a Reference Item, (i) for each of the [●] Reference Items having the highest or equal highest Performances, [●] and (ii) for each of the other Reference Items, the Call Performance for such Reference Item

"Call Performance" means, in respect of a Reference Item, the Performance of such Reference Item MINUS Strike

"Fixed Best Call Performance" means the sum of the weighted Adjusted Call Performances of each of the Reference Items

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of a Reference Item and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such

Reference Item [on the initial [averaging/valuation] date[s] /on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") means the CA multiplied by [•]% multiplied by PFX

"Performance Floor" = [[•]%/Zero]

"PR" = [[•]%/100%]

"Strike" = [[•]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Rainbow Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Rainbow Call Performance)] x OFX

Where:

"Call Performance" means, in respect of a Reference Item, the Performance of such Reference Item MINUS Strike

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Rainbow Call Performance" means the sum of the weighted Call Performances for each of the Reference Items

For the purposes of such determination, the weighting of each Reference Item shall be determined as follows: the Call Performance of each Reference Item shall ranked in order of the highest such Call Performance to the lowest such Call Performance and the weighting assigned to each Reference Item shall depend on the order in which it is so ranked, as follows:		
Ranking		Weighting
Best performing		[●]%
		[●]%
Worst performing		[●]%
"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX		
"Performance Floor"	=	[[●]%/Zero]
"PR"	=	[[●]%/100%]
"Strike"	=	[[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Quadratic Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Quadratic Call Performance)] x OFX

Where:

"Quadratic Call Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item]

**"FX Option Conversion"**: [Applicable and "**OFX**" shall be the  $[\bullet]$  exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY  $[[\bullet]$ , being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by

reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period, [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage

"Relevant Principal Amount" ("RPA") mean the CA multiplied by [●]% multiplied by PFX

"Performance Floor" = [[●]%/Zero]

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" =  $[[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "Quadratic Put Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Quadratic Put Performance)] x OFX

Where:

"Quadratic Put Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] MINUS Strike

"FX Option Conversion": [Applicable and "OFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the  $[\bullet]$  exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY  $[[\bullet]]$ , being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period, [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage

"Relevant Principal Amount" ("RPA") mean the CA multiplied by [●]% multiplied by PFX

"Performance Floor" =  $[[\bullet]\%/Zero]$ 

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" = [[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Outperformance Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Outperformance)] x OFX

Where:

"FX Option Conversion": [Applicable and "OFX" shall be the  $[\bullet]$  exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY  $[[\bullet]$ , being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Outperformance" means (i) [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] [lowest/highest] Performance of any Reference Item] comprising Outperformance Element 1 MINUS (ii) [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference

Items/the [●] highest Performance of any Reference Item] comprising Outperformance Element 2

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s] /valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") mean the CA multiplied by [●]% multiplied by PFX

"Outperformance Element 1" = [Specify Reference Item(s)]

"Outperformance Element 2" = [Specify Reference Item(s)]

"Performance Floor" = [[●]%/Zero]

"PR" =  $[[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "Replacement Cliquet Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Replacement Cliquet Performance)]
x OFX

### Where:

"Adjusted Periodic Performance" means, in respect of a periodic valuation date (t), (i) for each of the  $[\bullet]$  periodic valuation dates (t) having the highest or equal highest Relevant Periodic Performances,  $[\bullet]$  and (ii) for each of the other Reference Items, the Relevant Periodic Performance for such periodic valuation date (t).

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final

FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Periodic Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the [level/price/rate/value] of such Reference Item on such periodic valuation date DIVIDED BY the [level/price/rate/value] of such Reference Item on the immediately preceding periodic valuation date, or if none, [[●], being] [the specified initial valuation date/the initial price], expressed as a percentage

"Relevant Periodic Performance" means, in respect of a periodic valuation date (t), [the Periodic Performance of the Reference Item/the sum of the weighted Periodic Performances for each of the Reference Items] for such periodic valuation date (t)

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Replacement Cliquet Performance" means (i) the MAXIMUM of (a) the PP Floor and (b) the product of the Adjusted Periodic Performances for each of the periodic valuation dates (t) MINUS (ii) Strike

"PP Floor" = [●]%

"Performance Floor" = [[●]%/Zero]

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" = [[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Lock-in Cliquet Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Lock-in Cliquet Performance)] x OFX

Where:

"Lock-in Cliquet Performance" means (i) the MAXIMUM of (a) the Lock-in Floor and (b) the product of the Relevant Periodic Performances for each of the periodic valuation dates (t) [(in each case, [capped at the PP Cap] [and] [floored at the PP Floor])], MINUS (ii) Strike

"Cumulative Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the [level/price/rate/value] of such Reference Item on such periodic valuation date DIVIDED BY [the [level/price/rate/value] of such Reference Item on the specified initial valuation date/the initial price], expressed as a percentage

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Lock-in Floor" means zero [or the Lock-in Level (if any) equal to or next lowest to the highest Relevant Cumulative Performance]

"Periodic Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the [level/price/rate/value] of such Reference Item on such periodic valuation date DIVIDED BY the [level/price/rate/value] of such Reference Item on the immediately preceding periodic valuation date, or if none, [[•], being] [the specified initial valuation date/the initial price], expressed as a percentage

"Relevant Cumulative Performance" means, in respect of a periodic valuation date (t), [the Cumulative Performance of the Reference Item/the sum of the weighted Cumulative Performances for each of the Reference Items] for such periodic valuation date (t)

"Relevant Periodic Performance" means, in respect of a periodic valuation date (t), [the Periodic Performance of the Reference Item/the sum of the weighted Periodic Performances for each of the Reference Items] for such periodic valuation date (t)

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

[[•]%/100%]]

```
["Lock-in Level" = [[●]%[, [●]% and [●]%]]
["PP Cap" = [[●]%]

["PP Floor" = [[●]%]

"Performance Floor" = [[●]%/Zero]

"PR" = [[●]%/100%]
```

"Strike"

[The Reference Item-Linked Redemption Amount shall be the "Super Asian Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Super Asian Performance)] x OFX

Where:

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Relevant Performance" means, in respect of a periodic valuation date (t), [the RI Super Asian Performance of the Reference Item/the sum of the weighted RI Super Asian Performances for each of the Reference Items] for such periodic valuation date (t)

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"RI Super Asian Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the Super Asian Level of such Reference Item on such periodic valuation date DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Super Asian Level" means, in respect of a periodic valuation date, the MAXIMUM of (i) the [level/price/rate/value] of such Reference Item on such periodic valuation date and (ii) the highest [level/price/rate/value] of such Reference Item on any periodic valuation date preceding such periodic valuation date

"Super Asian Performance" means the average of the Relevant Performances for each of the periodic valuation dates MINUS Strike

	"Performance Floor"	=	[[●]%/Zero]
	"PR"	=	[[●]%/100%]
	"Strike"	=	[[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Knock-in Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

#### "Reference Item Amount" means:

(i) if a Barrier Event has occurred, an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Call Performance)] x OFX

(ii) otherwise, if no Barrier Event has occurred, zero

#### Where:

["American Barrier Event" means the highest [level/price/rate/value] of the Reference Item (observed continuously) during the specified observation period has at any time been equal to or greater than the Barrier Level]

"Barrier Event" means an [American/Bermudan/European] Barrier Event

["Bermudan Barrier Event" means the highest [level/price/rate/value] of the Reference Item on any Bermudan Observation Date has been equal to or greater than the Barrier Level]

"Call Performance" means the Performance of the Reference Item MINUS Strike

["European Barrier Event" means, in respect of the Reference Item and the specified final [averaging/valuation] date[s], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] is greater than or equal to the Barrier Level]

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average]

[initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Barrier Level" = [●]

"Performance Floor" = [[●]%/Zero]

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" =  $[[\bullet]\%/100\%]$ 

[The Reference Item-Linked Redemption Amount shall be the "Knock-out Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

## "Reference Item Amount" means:

- (i) if a Barrier Event has occurred, zero
- (ii) otherwise, if no Barrier Event has occurred, an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x Call Performance)] x OFX

### Where:

["American Barrier Event" means the highest [level/price/rate/value] of the Reference Item (observed continuously) during the specified observation period has at any time been equal to or greater than the Barrier Level]

"Barrier Event" means an [American/Bermudan/European] Barrier Event

["Bermudan Barrier Event" means the highest [level/price/rate/value] of the Reference Item on any Bermudan Observation Date has been equal to or greater than the Barrier Level]

"Call Performance" means the Performance of the Reference Item MINUS Strike

["European Barrier Event" means, in respect of the Reference Item and the specified final [averaging/valuation] date[s], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] is greater than or equal to the Barrier Level]

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Performance" means, in respect of the Reference Item and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Barrier Level" = [●]

"Performance Floor" =  $[[\bullet]\%/Zero]$ 

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" = [[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Digital Knock-in Call Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

### "Reference Item Amount" means:

(i) if a Barrier Event has occurred, an amount determined by reference to the following formula:

CA x Fixed Performance x OFX

(ii) otherwise, if no Barrier Event has occurred, zero Where: ["American Barrier Event" means the highest [level/price/rate/value] of the Reference Item (observed continuously) during the specified observation period has at any time been equal to or greater than the Barrier Level] "Barrier Event" means an [American/Bermudan/European] Barrier Event ["Bermudan Barrier Event" means the highest [level/price/rate/value] of the Reference Item on any Bermudan Observation Date has been equal to or greater than the Barrier Level] ["European Barrier Event" means, in respect of the Reference Item and the specified final [averaging/valuation] date[s], the [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] is greater than or equal to the Barrier Level] "FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1] "FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1] "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX "Barrier Level" [ullet]"Fixed Performance" [•]%] [The Reference Item-Linked Redemption Amount shall be the "Digital Call **Redemption Amount**" determined by reference to the following formula: RPA + Reference Item Amount For the purposes of the above: "Reference Item Amount" means: (i) if a Barrier Event has occurred, an amount determined by reference to the following formula: CA x Highest Fixed Performance x OFX

, , , , , , , , , , , , , , , , , , , ,	
	(ii) otherwise, if no Barrier Event has occurred, zero
	Where:
	["American Barrier Event" means the highest Call Performance (observed continuously) during the specified observation period has at any time been equal to or greater than [the/any] Barrier]
	"Barrier Event" means an [American/Bermudan/European] Barrier Event
	["Bermudan Barrier Event" means the highest Call Performance on any Bermudan Observation Date has been equal to or greater than any Barrier]
	"Call Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] MINUS Strike
	["European Barrier Event" means the Call Performance is greater than or equal to any Barrier]
	"Highest Fixed Performance" means [the Fixed Performance in respect of the Barrier/the Fixed Performance in respect of the Barrier next lowest to Call Performance]
	"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]
	"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]
	"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the final valuation period], expressed as a percentage
	"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX
	"Strike" = [[●]%/100%]
	"Barrier" "Fixed Performance"
<u> </u>	A AAU A DIAVI MILITO

	[●]%	[●]%
	[[●]%	[[●]%
	[•]%]	[•]%]]

[The Reference Item-Linked Redemption Amount shall be the "Knock-in Put Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

#### "Reference Item Amount" means:

(i) if a Barrier Event has occurred, an amount determined by reference to the following formula:

# CA x Max [Performance Floor; (PR x Payout Performance)] x OFX

(ii) otherwise, if no Barrier Event has occurred, zero

## Where:

["American Barrier Event" means the highest Put Performance (observed continuously) during the specified observation period has at any time been equal to or less than [the/any] Barrier]

"Barrier Event" means an [American/Bermudan/European] Barrier Event

["Bermudan Barrier Event" means the highest Put Performance on any Bermudan Observation Date has been equal to or less than the Barrier]

["European Barrier Event" means the Put Performance is greater than or equal to the Barrier]

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Payout Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item]

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"Barrier" = [●]%

"Performance Floor" = [[●]%/Zero]

"PR" =  $[[\bullet]\%/100\%]$ 

"Strike" = [[●]%/100%]]

[The Reference Item-Linked Redemption Amount shall be the "Knock-out Put Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

# "Reference Item Amount" means:

- (i) if a Barrier Event has occurred, zero
- (ii) otherwise, if no Barrier Event has occurred, an amount determined by reference to the following formula:

# CA x Max [Performance Floor; (PR x Payout Performance)] x OFX

Where:

["American Barrier Event" means the highest Put Performance (observed continuously) during the specified observation period has at any time been equal to or less than [the/any] Barrier]

"Barrier Event" means an [American/Bermudan/European] Barrier Event

["Bermudan Barrier Event" means the highest Put Performance on any Bermudan Observation Date has been equal to or less than the Barrier ["European Barrier Event" means the Put Performance is greater than or equal to the Barrier "FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate on the initial [averaging/valuation] date[s]], expressed as a percentage ] / [Not Applicable, OFX = 1] "FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1] "Payout Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item] "Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period, [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage "Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX "Barrier" [•]% "Performance Floor" [[●]%/Zero] [[●]%/100%] "PR"

[The Reference Item-Linked Redemption Amount shall be the "**Digital Put Redemption Amount**" determined by reference to the following formula:

[[•]%/100%]]

RPA + Reference Item Amount

"Strike"

For the purposes of the above:

#### "Reference Item Amount" means:

(i) if a Barrier Event has occurred, an amount determined by reference to the following formula:

CA x Highest Fixed Performance x OFX

(ii) otherwise, if no Barrier Event has occurred, zero

#### Where:

["American Barrier Event" means the highest Put Performance (observed continuously) during the specified observation period has been equal to or greater than [the/any] Barrier]

"Barrier Event" means an [American/Bermudan/European] Barrier Event

["Bermudan Barrier Event" means the highest Put Performance on any Bermudan Observation Date has been equal to or greater than [the/any] Barrier]

["European Barrier Event" means the Put Performance is greater than or equal to the Barrier]

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Highest Fixed Performance" means [the Fixed Performance in respect of the Barrier/the Fixed Performance in respect of the Barrier next lowest to Payout Performance]

"Payout Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item]

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such

	tial [averaging/valuation] date[s]/on any he initial valuation period], expressed as a	
"Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]		
"Relevant Principal Amount" multiplied by PFX	("RPA") means the CA multiplied by [●]%	
"Strike"	= [[●]%/100%]	
"Barrier"	Fixed Performance"	
[●]%	[●]%	
[[●]%	[[●]%	
[●]%]	[•]%]]	

[The Reference Item-Linked Redemption Amount shall be the "TOM Strategy Redemption Amount" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula:

CA x Max [Performance Floor, (PR x TOM Value)] x OFX

Where:

"Fixed Return" means the product of (i) the number of calendar days during the TOM Reference Period which do not fall within a TOM Period and (ii) [●]%, expressed as a percentage

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, FX = 1]

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

"Relevant TOM Performance" means, in respect of a TOM Period (t), [the RI TOM Performance of the Reference Item/the sum of the weighted RI TOM Performances for each of the Reference Items] for such TOM Period (t)

"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX

"RI TOM Performance" means, in respect of [the/a] Reference Item and a TOM Period (t), the [level/price/rate/value] of such Reference Item on the final valuation date for such TOM Period DIVIDED BY the [initial price/level/price/rate/value] of such Reference Item on the initial valuation date for such TOM Period, expressed as a percentage

"TOM Period" means[, in respect of each specified mid date,] each period (t) from (and including) the initial valuation date to (and including) the final valuation date for such mid date specified in the Table below:

**TABLE** 

t	Mid Date	Initial Valuation Date	Final Valuation Date
1	[●]	[•]	[•]
	[●]	[●]	[●]
[y]	[●]	[●]	[●]

(Specify for each TOM Period)

"TOM Reference Period" means the period from ([and including/but excluding])  $[\bullet]$  to ([and including/but excluding])  $[\bullet]$ 

"TOM Value" means (i) the product of the RI TOM Performance for each of the TOM Periods MINUS 100% PLUS (ii) the Fixed Return

"Performance Floor" = [[●]%/Zero]
"PR" = [[●]%/100%]

[The Reference Item-Linked Redemption Amount shall be the "Non-Protected Put Redemption Amount (Reverse Convertible)", determined as follows:

(i) [in the case of European Valuation, if Relevant Performance is less than 100%, an amount determined by reference to the following formula

[CA – (CA x Max [Performance Floor, (PR x Put Performance)])]

(ii) [otherwise, in the case of European Valuation, if Relevant Performance is greater than or equal to 100%, CA]

(iii) [in the case of American Valuation, if Observed Performance has at any time been less than 100%, an amount determined by reference to the following formula [CA - (CA x Max [Performance Floor, (PR x Put Performance)])] [otherwise, in the case of American Valuation, CA] (iv) (v) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than 100%, an amount determined by reference to the following formula [CA – (CA x Max [Performance Floor, (PR x Put Performance)])] (vi) [otherwise, in the case of Bermudan Valuation, CA] Where: "Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[•], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage "Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period], [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period DIVIDED BY [[●], being the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage "Put Performance" means Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]] [The Reference Item-Linked Redemption Amount shall be the "Non-

determined as follows:

Protected Knock-in Put Redemption Amount (Reverse Convertible)",

(i) [in the case of European Valuation, if Relevant Performance is less than the Barrier, an amount determined by reference to the following formula: [CA - (CA x Max [Performance Floor, (PR x Put Performance)])] [otherwise, in the case of European Valuation, if Relevant (ii) Performance is greater than or equal to the Barrier, CA] (iii) [in the case of American Valuation, if Observed Performance has at any time been less than the Barrier, an amount determined by reference to the following formula: [CA – (CA x Max [Performance Floor, (PR x Put Performance)])] (iv) [otherwise, in the case of American Valuation, CA] (v) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than the Barrier, an amount determined by reference to the following formula: [CA - (CA x Max [Performance Floor, (PR x Put Performance)])] (vi) [otherwise, in the case of Bermudan Valuation, CA] Where: "Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date DIVIDED BY [[●], being the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage "Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[•], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage "Put Performance" means Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation "Barrier" **[●]**%

[[●]%/Zero]

"Performance Floor"

"PR"	= [[●]%/100%]
"Strike"	= [[●]%/100%]]
	Item-Linked Redemption Amount shall be the "Non- ek-in Put with Call Redemption Amount", determined a
than the	ase of European Valuation, if Relevant Performance is less Put Barrier, an amount determined by reference to the g formula:
[CA - (CA x Ma	ax [Performance Floor <sub>Put</sub> , (PR <sub>Put</sub> x Put Performance)])]
· · ·	ase of European Valuation, if Relevant Performance is equater than the Put Barrier but less than the Call Barrier, CA
to or g	ase of European Valuation, if Relevant Performance is equareater than the Call Barrier, an amount determined be to the following formula:
[CA	+ (CA x Max [Performance Floor <sub>Call</sub> , (PR <sub>Call</sub> x Call Performance)] x OFX)]
any time than the	ase of American Valuation, if Observed Performance has a been less than the Put Barrier and has never been greated Call Barrier, an amount determined by reference to the formula:
[CA - (C	$A \times Max$ [Performance Floor <sub>Put</sub> , (PR <sub>Put</sub> $\times$ Put Performan
all time	ase of American Valuation, if Observed Performance has a been equal to or greater than the Put Barrier but less that Barrier, CA]
any time	ase of American Valuation, if Observed Performance has be been equal to or greater than the Call Barrier, an amouned by reference to the following formula:
[CA + (	CA x Max [Performance Floor <sub>call</sub> , (PR <sub>Call</sub> x Call Performance)] x OFX)]
on any and has	ease of Bermudan Valuation, if Observed Performance has Bermudan Observation Date been less than the Put Barrie never been greater than the Call Barrier, an amounted by reference to the following formula:
[CA - (C	$A \times Max$ [Performance Floor <sub>Put</sub> , (PR <sub>Put</sub> $\times$ Put Performance
· · · · ·	ase of Bermudan Valuation, if Observed Performance has

on each Bermudan Observation Date been equal to or greater than

the Put Barrier but less than the Call Barrier, CA]

(ix) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

[CA + (CA x Max [Performance Floor<sub>Call</sub>, (PR<sub>Call</sub> x Call Performance)] x OFX)]

Where:

"Call Performance" means Relevant Performance MINUS Call Strike

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[•], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Put Performance" means Put Strike MINUS Relevant Performance

"Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]

"Valuation" means [American/Bermudan/European] Valuation

"Call Barrier" = [●]%

"Call Strike" = [[●]%/100%]

"Put Barrier" = [●]%

"Put Strike" = [[●]%/100%]

"Performance Floor<sub>Call</sub>" =  $[[\bullet]\%/Zero]$ 

"Performance Floor<sub>Put</sub>" =  $[[\bullet]\%/Zero]$ 

	"PR <sub>Call</sub> "	=	[ <b>●</b> ]%	
	"PR <sub>Put</sub> "	=	[ <b>●</b> ]%]	

[The Reference Item-Linked Redemption Amount shall be the "Non-Protected Knock-in Put with Call Spread Redemption Amount", determined as follows:

(i) [in the case of European Valuation, if Relevant Performance is less than the Put Barrier, an amount determined by reference to the following formula:

[CA – (CA x Max [Performance Floor<sub>Put</sub>, (PR<sub>Put</sub> x Put Performance)])]

- (ii) [in the case of European Valuation, if Relevant Performance is equal to or greater than the Put Barrier but less than the Call Barrier, CA]
- (iii) [in the case of European Valuation, if Relevant Performance is equal to or greater than the Call Barrier, an amount determined by reference to the following formula:
- [CA + (CA x Max [Performance Floor<sub>Call</sub>, (PR<sub>Call</sub> x Capped Performance)]  $\times$  OFX]
- (iv) [in the case of American Valuation, if Observed Performance has at any time been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

[CA – (CA x Max [Performance Floor<sub>Put</sub>, (PR<sub>Put</sub> x Put Performance)])

- (v) [in the case of American Valuation, if Observed Performance has at all times been equal to or greater than the Put Barrier but less than the Call Barrier, CA]
- (vi) [in the case of American Valuation, if Observed Performance has at any time been equal to or greater than the Call Barrier, an amount determined by reference to the following formula:
- $[CA + (CA \times Max [Performance Floor_{Call}, (PR_{Call} \times Capped Performance)] \times OFX]$
- (vii) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

[CA – (CA x Max [Performance Floor<sub>Put</sub>, (PR<sub>Put</sub> x Put Performance)])

(viii) [in the case of Bermudan Valuation, if Observed Performance has on each Bermudan Observation Date been equal to or greater than the Put Barrier but less than the Call Barrier, CA]

(ix) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

 $[CA + (CA \times Max [Performance Floor_{Call}, (PR_{Call} \times Capped Performance)] \times OFX]$ 

Where:

"Call Performance" means Relevant Performance MINUS Call Strike

"Capped Performance" means lesser of the Performance Cap and the Call Performance

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s]/valuation period, the [average/highest/lowest] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]]/on any valuation period date during the initial valuation period, expressed as a percentage

"Put Performance" means Put Strike MINUS Relevant Performance

"Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]

"Valuation" means [American/Bermudan/European] Valuation

"Call Barrier" = [●]%

"Call Strike" = [[●]%/100%]

"Put Barrier" = [●]%

"Put Strike" = [[●]%/100%]

	"Performance Cap"	=	[●]%
	"Performance Floor <sub>Call</sub> "	=	[[●]%/Zero]
	"Performance Floor <sub>Put</sub> "	=	[[●]%/Zero]
	"PR <sub>Call</sub> "	=	[●]%
	"PR <sub>Put</sub> "	=	[ <b>●</b> ]%]

[The Reference Item-Linked Redemption Amount shall be the "Non-Protected Knock-in Put with Call Redemption Amount (Booster)", determined as follows:

(i) if [Relevant/Observed] Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been] less than the Put Barrier and [Relevant/Observed] Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been] less than the Call Barrier, an amount determined by reference to the following formula:

[CA - (CA x Max [Performance Floor<sub>Put</sub>, (PR<sub>Put</sub> x Put Performance)])]

- (ii) if [Relevant/Observed] Performance of the Put Element [is/has at any time been/has on any Bermudan Observation Date been] equal to or greater than the Put Barrier and [Relevant/Observed] Performance of the Call Element [is/has at any time been/has on any Bermudan Observation Date been] less than the Call Barrier, CA]
- (iii) if [Relevant/Observed] Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been] equal to or greater than the Call Barrier and [Relevant/Observed] Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been] equal to or greater than the Put Barrier, an amount determined by reference to the following formula:

 $[CA + (CA \times Max [Performance Floor_{Call}, (PR_{Call} \times Call Performance)] \times OFX)]$ 

(iv) otherwise, an amount determined by reference to the following formula:

[CA - (CA x Max [Performance Floor<sub>Put</sub>, (PR<sub>Put</sub> x Put Performance)]) + (CA x Max [Performance Floor<sub>Call</sub>, (PR<sub>Call</sub> x Call Performance)] x OFX)

Where:

"Call Performance" means Relevant Performance of Call Element MINUS Call Strike

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[ $\bullet$ ], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Performance" means, in respect of [the/a] Reference Item comprising the Put Element or the Call Element and the specified final [averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

"Put Performance" means Put Strike MINUS Relevant Performance of Put Element

"Relevant Performance" means [the Performance of the Reference Item comprising the Put Element or the Call Element, as the case may be/the sum of the weighted Performances for each of the Reference Items comprising the Put Element or the Call Element, as the case may be/the [●] highest Performance of the Reference Items comprising the Put Element or the Call Element, as the case may be]

"Valuation" means [American/Bermudan/European] Valuation

"Call Barrier"	=	[ <b>●</b> ]%	
"Call Element"  Item(s)]	=	[specify	Reference
"Call Strike"	=	[[•]%/100%]	
"Put Barrier"	=	[ <b>•</b> ]%	
"Put Element"  Item(s)]	=	[specify	Reference
"Put Strike"	=	[[•]%/100%]	
"Performance Floor <sub>Call</sub> "	=	[[●]%/Zero]	
"Performance Floor <sub>Put</sub> "	=	[[●]%/Zero]	

	"PRCall"	=	[●]%
	"PRPut"	=	[●]%]

[The Reference Item-Linked Redemption Amount shall be the "General Redemption Amount" determined by reference to the following formula:

$$CA \times [1 + \sum_{j=1}^{n} GRCV(l)]$$

For the purposes of the above:

"General Redemption Component Value" or "GRCV" means, in respect of a General Redemption Component, a percentage calculated by the Calculation Agent by reference to the following:

(i) if Relevant Performance is greater than or equal to a Starting Performance Interval Point AND less than the following Ending Performance Interval Point, an amount determined by reference to the following formula:

PR<sub>m</sub> x Relevant Performance + Digital Level<sub>m</sub>

(ii) otherwise, if Relevant Performance is (x) less than the lowest specified Performance Interval Point or (y) greater than or equal to the highest specified Performance Interval Point, an amount determined by reference to the following formula determined in relation to the Performance Interval with the lowest Performance Interval Number (in the case of (x)) or the Performance Interval with the highest Performance Interval Number (in the case of (y)):

PRm x Relevant Performance + Digital Levelm

Where:

"Performance" means[, in respect of [the/a] Reference Item comprising [the relevant] General Redemption Component [●] and the specified final [[averaging/valuation] date[s]/valuation period], (i) the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period] MINUS (ii) 1, all expressed as a percentage] [repeat for each General Redemption Component, as applicable]

"Performance Interval" means the interval defined from and including a Performance Interval Point (a "Starting Interval Point") to, but excluding, the immediately following Performance Interval Point (an "Ending Performance Interval" and each Performance Interval is denoted by m)

"Relevant Performance" means[: in respect of [each] General Redemption			
Component [[●]]: [the Performance of the Reference Item comprising the			
relevant General Redemption Component/the sum of the weighted			
Performances for each of the Reference Items comprising the relevant			
General Redemption Component/the [•] highest Performance of the			
Reference Items comprising the relevant General Redemption Component]]			
[repeat for each General Redemption Component, as applicable]			

#### **TABLE**

[In respect of General Redemption Component [●]:

Performance	Starting	Ending	Participation	Digital
Interval Number	Performance	Performance	Rate	Level
(m)	<b>Interval Point</b>	<b>Interval Point</b>		
[●]	[●]	[●]	[●]	[●]

(insert number i.e.
1, 2 etc. starting
with lowest
Performance
Interval Point)

(repeat each line for each Performance Interval)

(Repeat for each General Redemption Component)

[The Reference Item-Linked Redemption Amount shall be the "Barrier Bond Redemption Amount" determined by reference to the following formula:

CA x [(1 - Relevant Weighting) - UC] x PFX

For the purposes of the above:

"Barrier Event" means, in respect of a Reference Item, the [Observation/Reference] Price of such Reference Item has at any time been [less than/equal to or greater than] the relevant Barrier Level

"Barrier Level" means, in respect of a Reference Item, [●]% of the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period]

"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

["Observation Price" means, in respect of a Reference Item, the [level/price/rate/value] of such Reference Item (observed continuously) during the observation period]

["Reference Price" means, in respect of a Reference Item, the [level/price/rate/value] of such Reference Item on any valuation date during the valuation period]

"Relevant Weighting" means the sum of the weightings of each of the Reference Items in respect of which a Barrier Event has occurred

"UC" means a pro rata portion of the sum of all costs and expenses, taxes and duties incurred by the Issuer and/or its affiliates or agents in connection with the redemption of the Notes and/or the termination of hedging transactions in relation to the Notes

#### [Valuation

(In relation to Non-Protected Knock-in Put with Call Redemption Amount (Booster), repeat the following sections as necessary for each of the Call Element and the Put Element) (In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component)

[Redemption Valuation Provisions relating to the [Put/Call] Element:] [Redemption Valuation Provisions relating to General Redemption Component [●]:]

["initial valuation date" = [●] (subject to postponement)]

["initial averaging dates" = [●], [●] and [●] (subject to [[modified] postponement /

omission])]

["initial valuation period" = from ([but excluding/and including]) [●] to ([and

including/but excluding]) [●]

["valuation period dates" for

the initial valuation period = Each  $[\bullet]$  [,  $[\bullet]$  and  $[\bullet]$ ] falling

during the initial valuation period (each such date subject to [[modified] postponement /

omission])]

["final valuation date" = [•] (subject to postponement)]

["final averaging dates" =  $[\bullet]$ ,  $[\bullet]$  and  $[\bullet]$  (subject to [[modified]] postponement /

omission])]

["final valuation period" = from ([but excluding/and including]) [●] to ([and

	including/but excluding]) [[●]/the specified final valuation date]
["valuation period dates" for the final valuation period =	Each [●] [, [●] and [●]] falling during the final valuation period (each such date subject to [[modified] postponement / omission])]
["periodic valuation date[s]" =	[●], [●] and [●] (subject to [[modified] postponement / omission])]
["Bermudan observation dates" =	[●], [●] and [●] (subject to [[modified] postponement / omission])]
["observation period" =	from ([but excluding/and including]) [●] to ([and including/but excluding]) [[●]/the specified final valuation date]]
["valuation period" =	from ([but excluding/and including]) [●] to ([and including/but excluding]) [●]]
["valuation period dates" for the valuation period =	Each [●] [, [●] and [●]] falling during the valuation period (each such date subject to [[modified] postponement / omission])]

	[FX Principal Conversion: Applicable		
	["initial valuation date" =	[●] (subject to postponement)]	
]	["initial averaging dates" =	[ $\bullet$ ], [ $\bullet$ ] and [ $\bullet$ ] (subject to postponement)]	
	["final valuation date" =	[●] (subject to postponement)]]	
	["final averaging dates" =	[●], [●] and [●] (subject to postponement)]]	
	[FX Option Conversion: Applicab	ole	
	["initial valuation date" =	[●] (subject to postponement)]	
	["initial averaging dates" =	[ $\bullet$ ], [ $\bullet$ ] and [ $\bullet$ ] (subject to postponement)]	
	["final valuation date" =	[●] (subject to postponement)]]	

["final averaging dates"	=	$[\bullet]$ , $[\bullet]$ and $[\bullet]$ (subject to postponement)]
--------------------------	---	--

### [Inflation-Linked Notes: Adjustments

The terms and conditions of the Notes contain provisions, as applicable, relating to events affecting the Reference Item, modification or cessation of the Reference Item and provisions relating to subsequent corrections of the level of the Reference Item and details of the consequences of such events. Such provisions may permit the Issuer either to require the calculation agent to determine a substitute level for the Reference Item by reference to the terms of a reference bond or by reference to the most recently published level of the Reference Item or to cancel the Notes and to pay an amount equal to the early redemption amounts as specified above.]

[Reference Item-Linked Notes which are Index-Linked Notes, Equity-Linked Notes, Fund-Linked Notes, Currency-Linked Notes or Commodity-Linked Notes: **Disrupted Days, Market Disruption Events and Adjustments** 

The terms and conditions of the Notes contain provisions, as applicable, relating to events affecting the Reference Item(s), modification or cessation of the Reference Item(s) and market disruption provisions and provisions relating to subsequent corrections of the level of the Reference Item(s) and details of the consequences of such events. Such provisions may permit the Issuer either to require the calculation agent to determine what adjustments should be made following the occurrence of the relevant event (which may include deferment of any required valuation or payment or the substitution of a substitute reference item) or to cancel the Notes and to pay an amount equal to the early redemption amount as specified above.]

#### [Redemption following the occurrence of a Credit Event

Notwithstanding the above provisions, [Single Reference Entity CLNS: if a credit event determination date occurs in relation to the reference entity, the Issuer will redeem the Notes, each Note being redeemed at the Credit Event Redemption Amount on the Credit Event Redemption Date.][First-to-Default CLNs: if a credit event determination date occurs in relation to any of the specified reference entities, the Issuer will redeem the Notes, each Note being redeemed at the Credit Event Redemption Amount on the Credit Event Redemption Date.][Nth-to-Default CLNs: if a credit event determination date occurs in relation to [nth] reference entities (a "Trigger"), the Issuer will redeem the Notes, each Note being redeemed at the Credit Event Redemption Amount on the Credit Event Redemption Date (each determined in relation only to the Reference Entity in respect of which a credit event determination date has occurred which causes the Trigger to occur)][Portfolio CLNs: if a credit event determination date has occurred in respect of any specified reference entity the Issuer will redeem the Notes, each Note being redeemed at the Credit Event Redemption Amount on the Credit Event Redemption Date.]

"Credit Event Redemption Date" means [Other than Portfolio CLNs: the day falling [three/other] Business Days after (i) the calculation of the final price[,] [or] (ii) the auction final price determination date, provided that the Credit Event Redemption Date shall not fall earlier than the auction settlement date [Zero/Set Recovery Notes:, or (iii) the credit event determination date], in each case in respect of the reference entity the occurrence of a credit event determination date in respect of which results in the Notes becoming redeemable [Maturity Credit Event Redemption applicable:; or, if later, the Maturity Date subject to adjustment]][Portfolio CLNs which are not Zero/Set Recovery Notes: the later of (a) the day falling [three/other] Business Days following (i) the calculation of the final price or (ii) the auction final price determination date (or, if later, the related auction settlement date) in respect of each reference entity for which a credit event determination date has occurred and for which the final price or auction final price is relevant for the determination of the Credit Event Redemption Amount and (b) the Maturity Date, subject to adjustment] [Portfolio CLNs which are Zero/Set Recovery Notes: the later of (a) the day falling [three/other] Business Days following the date as of which a credit event determination date has occurred or is determined not to have occurred in respect of each reference entity which is relevant for the determination of the Credit Event Redemption amount and (b) the Maturity Date, subject to adjustment.]

### "Credit Event Redemption Amount" means:

[[specify]]/

[Single Reference Entity/First-to-Default and Nth-to-Default CLNs where Maturity Credit Event Redemption and Reference-Item Linked Redemption Amount are not applicable: an amount calculated by the Calculation Agent equal to each Note's pro rata share of (RENA × FP) – UC]/

[Non-Tranched Portfolio CLNs where Maturity Credit Event Redemption and Reference-Item Linked Redemption Amount are not applicable: an amount calculated by the Calculation Agent equal to each Note's pro rata share of:

$$\left(\sum_{1...n}^{n} \text{RENA}_{\text{u,i}}\right) + \left(\sum_{1...n}^{n} \text{RENA}_{\text{A,i}} \times \text{FP}_{\text{A,i}}\right) - \text{UC;} ]/$$

[Maturity Credit Event Redemption and Reference-Item Linked Redemption Amount applicable: the Final Redemption Amount determined by the Calculation Agent as specified above except that references to "CA" in the definition of "Relevant Principal Amount" shall instead be references to the Credit Event Redemption Amount determined as an amount calculated by the Calculation Agent equal to each Note's pro rata share of [Single Reference Entity/First-to-Default/Nth-to-Default CLNs: (RENA × FP) – UC] [Portfolio CLNs:

$$\left(\sum_{1...n}^{n} \text{RENA}_{u,i}\right) + \left(\sum_{1...n}^{n} \text{RENA}_{A,i} \times \text{FP}_{A,i}\right) - \text{UC;}]$$

[Tranched Portfolio CLNs: in relation to each Calculation Amount equal to

$$(CA \times [100\% - Aggregate Portfolio Loss]) - TUC]$$

Where:

["Aggregate Portfolio Loss" means, in respect of a day, a percentage, floored at zero per cent. and capped at 100 per cent., determined by the Calculation Agent by reference to the following formula calculated as of such day:

$$\frac{LP - AP}{DP - AP}$$
;

["AP" is the Attachment Point, being [●]%;]

["**DP**" is the Detachment Point, being [●]%;]

["LP" means the Loss Percentage being, in respect of a day, a fraction expressed as a percentage, determined by the Calculation Agent by reference to the following formula calculated as of such day:

$$\left[\sum_{1...n}^{n} RENA_{A,i} \times (1 - FP_{A,i})\right] / \left[\sum_{1...n}^{n} RENA_{u,i} + \sum_{1...n}^{n} RENA_{A,i}\right]; ]$$

["TUC" means each Note's pro rata portion of the UC;]

"RENA" is the Reference Entity Notional Amount[, with "RENA<sub>u,i</sub>" being the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub> for which a credit event determination date has not occurred and being deemed to be zero for all other Reference Entities and "RENA<sub>A,i</sub>" is the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub> for which a credit event determination date has occurred and being deemed to be zero for all other Reference Entities];

"FP" is [the final price or the auction final price, which shall not be greater than 100%] [specify the Set/Zero Recovery Price][, with "FP<sub>A,i</sub>" being such value in respect of the Reference Entity for which a credit event determination date has occurred];

"UC" is [specify][an amount determined by the Calculation Agent equal to the aggregate sum of (without duplication) all costs (including loss of funding), fees, charges, expenses, tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption or credit settlement of the Notes and the related termination, settlement or reestablishment of any hedging arrangements]; and

["n" is the number of Reference Entities.]

The Credit Event Redemption Amount shall not be less than zero]

[C.19	Exercise price/final	See Element C.18 above.]	
(Applicable	reference price		
for Annex			
XII)			

## [C.20 Underlying

(Applicable for Annex XII) [The Reference [Entity is/Entities are] [insert details of each Reference Entity, including, where relevant, the Reference Entity Notional Amount].]

[In respect of [interest] [and] [redemption] [the [Call/Put] Element] [General Redemption Component [●]] [and] [FX [Principal/Option] Conversion] [the/each] Reference Item specified under the heading "Description of Reference Item[s]" in the Table below, being the type of Reference Item specified under the heading "Classification" in the Table below.

Description of Reference Item[s]	Classification	Electronic [P/p]age[s]	[Weight
[●] (NB: Include all Currency Pairs for any cross-rates and the method of calculation of each cross-rate)	[Underlying Rate] [[Inflation] Index]	[●] [and [●]]	[•]]
	[Equity Security [(which is an ETF Share)]] [Fund Interest] [FX Rate] [Commodity]		

(specify for each Reference Item, for interest and/or redemption separately (if applicable), for each Put or Call Element relating to a payout, for each General Redemption Component and for FX Interest Conversion, FX Principal Conversion and/or FX Option Conversion (if applicable))]

[Information relating to [the Reference [Entit[y/ies]/Item[s]]] [and] [the Currency Pair(s) comprising the Reference Item[s]] [is available from internationally recognised published or electronically displayed sources such as Bloomberg and any web-site of [the/each] Reference Entity/can be obtained from the electronic page[s] specified under the heading "Electronic

		[P/p]age[s]" for such Reference Item[s] in the Table above [and from [[●]/other internationally recognised published or electronically displayed sources]].]
[C.21  (Applicable for Annex XIII)	Market where Notes will be traded and for which the Base Prospectus has been published	[Application has been made to [Euronext Dublin]/[the Nasdaq Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq Helsinki Oy]/[the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Stuttgart Stock Exchange] / [the Luxembourg Stock Exchange] for the Notes to be admitted to trading on [[Euronext Dublin] / [the Nasdaq Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Stuttgart Stock Exchange] / [the Luxembourg Stock Exchange]].] / [Not Applicable. The Notes are not admitted to trading on any exchange.]]

# Section D- Risks

Element	Title	
Element	Title	
D.2	Key risks specific to the Issuer	In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in the Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Notes. These factors include:
		<ul> <li>the Group is exposed to a number of risks, the categories of which are credit risk, market risk, liquidity, funding and capital, insurance and pension risk and non-financial risk. Non-financial risk consists of model risk, operational risk, business disruption, financial crime, behavioural and conduct risk, legal risk and financial control and strategic risk;</li> </ul>
		regulatory changes could materially affect the Issuer's business;
		• the Issuer faces increased capital and liquidity requirements as a result of the framework implementing among other things, the Basel Committee on Banking Supervision's proposals imposing stricter capital and liquidity requirements upon banks in the European Union;
		the Issuer may be subject to bail-in under the BRRD;
		the Group may have to pay additional amounts under resolution funds and deposit guarantee schemes; and
		• the Group may be affected by general economic and geopolitical conditions.

D.3  (D.3  applicable for Annexes V  and XIII)	Key information on key risks specific to the Notes	The Issuer believes that the factors summarised below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay amounts on or in connection with any Notes for other reasons which may not be considered significant risks by the Issuer based on information currently available to it and which it may not currently be able to anticipate.
		[Notes may involve a high degree of risk. There are certain factors which are material for the purpose of assessing the market risks associated with investing in the Notes, which include, without limitation, the following: an active secondary market in respect of the Notes may never be established or may illiquid and this would adversely affect the value at which an investor could sell its Notes, if an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding and the imposition of exchange controls could result in an investor not receiving payment on those Notes, the market value of the Notes will be affected by a number of factors independent of the creditworthiness of the Issuer, credit ratings assigned to the Issuer may not reflect all the risks associated with an investment in the Notes, the Notes may not be a suitable investment for all investors, [because the global Notes are held by or on behalf of Euroclear Bank S.A./N.V. and Clearstream Banking S.A., investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer/because the VP Systems Notes are dematerialised securities, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer, [investors who purchase Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued, the recognition as eligible collateral for the Eurosystem and intra-day credit operations by the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem of the Notes, U.S. Foreign Account Tax Compliance Act withholding may affect payments on the Notes, the proposed financial transactions tax may ap
		In addition, there are certain factors which are material for the purpose of assessing the risks relating to the structure of the Notes, which include, without limitation, the following: [as the Issuer has the right to redeem the Notes at its option, this may limit the market value of the Notes and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return] [and] [if the Issuer's

obligations under the Notes become illegal, the Issuer may redeem the Notes [and] [the value of Fixed Rate Notes may be affected by movements in market interest rates] [and] [investors in Capped Floating Rate Notes will not benefit from increases in reference rates which would apply to Variable Rate Notes with no cap] [and] [Variable Rate Notes may be volatile investments] [and] [where a Rate of Interest is determined in conjunction with a multiplier or other leverage factor, the effect of changes will be enhanced] [and] [interest is accumulated during the term of the Notes and is only paid on or about the Maturity Date] [and] [Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates]

[There are certain additional risks associated with Notes linked to the Reference Item[s]: prospective investors in the Notes should understand the risks of transactions involving the Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of the Notes in light of their particular financial circumstances, the information set forth in the Base Prospectus and the information regarding the Notes and the Reference Item[s] to which [the value of, or payments in respect of,] the Notes relate. Fluctuations in the value and/or volatility of [the Reference Item[s]/obligations issued or guaranteed by the Reference Entity] may affect the value of the Notes. Investors may risk losing their entire investment. Investors will have no claim against any Reference Item. Hedging arrangements of the Issuer may affect the value of the Notes and there may be conflicts of interest in respect of the Notes. [Market disruptions or other adjustment events may occur in respect of the Reference Item[s] which may result in valuations and/or payments being delayed, the Notes may be subject to adjustment (including, without limitation, that the relevant Reference Item may be substituted) or the Notes may be redeemed early.]

The Notes will represent an investment linked to [the performance of] the Reference Item[s] and prospective investors should note that the return (if any) on their investment in the Notes will depend upon [the performance of] the Reference Item[s].]

[There are certain additional risks associated with Credit-Linked Notes: prospective investors in the Notes should understand the risks of transactions involving the Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of the Notes in light of their particular financial circumstances, the information set forth in the Base Prospectus and the information regarding the Notes and the Reference Entit[y][ies] to which the value of and payments in respect of the Notes relate. Fluctuations in the value and/or volatility of obligations issued or guaranteed by a Reference Entity may affect the value of the Notes and the occurrence of a Credit Event in respect of a Reference Entity will reduce the amount of interest and principal payable and may alter the timing of redemption. Investors may risk losing their entire investment. Investors will have no claim against any Reference Entity. Hedging arrangements of the Issuer may affect the value of the Notes and there may be conflicts of interest in respect of the Notes. The terms of the Notes may change by reference to market convention and as a result of determinations made by a relevant Credit Derivatives Determination Committee. A Reference Entity may be replaced due to events beyond the control of the Issuer. The risk associated with the Notes may increase as a result of changes to the Notes after the issue date.] **[D.6**] **Risk Warning SEE D3 ABOVE: IN ADDITION:** THE AMOUNT PAID ON REDEMPTION OF THE NOTES MAY (Applicable BE LESS THAN THE PRINCIPAL AMOUNT OF THE NOTES, for Annex XII) TOGETHER WITH ANY [ACCRUED] INTEREST, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO. INVESTORS MAY LOSE THE VALUE OF THEIR ENTIRE INVESTMENT, OR PART OF IT, AS THE CASE MAY BE.]

#### Section E - Offer

Element	Title	
E.2b  (Applicable for Annexes V and XII)	Reasons for offer and use of proceeds when different from making profit and/or hedging certain risks	The net proceeds from each issue of Notes will be applied by the Issuer to meet part of its general financing requirements.
E.3  (Applicable for Annexes V and XII)	Terms and conditions of the offer	[Not Applicable - The offer relating to the Notes is an Exempt Offer.]  [This issue of Notes is being offered in a Non-Exempt Offer in [Denmark / Finland / Ireland / Germany / Luxembourg / Norway / Sweden / the United Kingdom].  The issue price of the Notes is [●] per cent. of their principal amount.  [Summarise other details of any non-exempt offer, copying the language from items 14(iv) − 14(vii) and 15 of Part B of the Final Terms.]

		An Investor intending to acquire or acquiring any Notes in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Notes to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.]
E.4  (Applicable for Annexes V, XII and XIII)	Interests material to the issue/offer, including conflicting interests	[Not Applicable – So far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]  [The [Authorised Offeror[s]] will be paid aggregate commissions equal to [•] per cent. of the principal amount of the Notes. So far as the Issuer is aware, no other person involved in the issue of the Notes has an interest material to the offer.]
E.7	Expenses charged to the investor	No expenses are being charged to an investor by the Issuer [or [the/any] Authorised Offeror]. [However, expenses may be charged by [an/the] Authorised Offeror [in the range between [●] per cent. and [●] per cent.] of the nominal amount of the Notes to be purchased by the relevant investor.]