PROSPECTUS SUPPLEMENT NO. 3 DATED 19 DECEMBER 2014
TO THE BASE PROSPECTUS DATED 19 SEPTEMBER 2014

EUR 5,000,000,000
STRUCTURED NOTE PROGRAMME

This Prospectus Supplement dated 19 December 2014 (the "**Prospectus Supplement**" or "**Prospectus Supplement No. 3**") to the Base Prospectus dated 19 September 2014 (as supplemented by the Prospectus Supplement No. 1 dated 6 November 2014 and the Prospectus Supplement No. 2 dated 5 December 2014, 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 Irish Stock Exchange for the approval of the Prospectus Supplement as Listing Particulars Supplement (**Listing Particulars Supplement**).

Where Notes are admitted to trading on the global exchange market (the "**Global Exchange Market**") which is the exchange regulated market of the Irish Stock Exchange, references herein to "Prospectus Supplement" should be taken to mean "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.

RECENT DEVELOPMENTS

In Company Announcement No. 26/2014 released on 15 December 2014, Danske Bank A/S announced that it expects to make goodwill impairments. Accordingly the following section is to be added above "Management of Danske Bank" on page D11 in the Base Prospectus:

"**Recent Developments**

Danske Bank A/S announced that it expects to make goodwill impairments of about DKK 9 billion (EUR 1.21 billion)[1] in its 2014 annual report. Shareholders' equity will be reduced by the same amount. This should be viewed in light of shareholders' equity and total goodwill of DKK 158.7 billion (EUR 21.34 billion) and DKK 18.6 billion (EUR 2.50 billion), respectively, at 30 September 2014.

The goodwill impairments are the result of Danske Bank's ordinary goodwill impairment testing, changed macroeconomic conditions and Danske Bank's dialogue with the Danish Financial Supervisory Authority regarding the measurement of the Bank's goodwill. Moreover, the note disclosures on goodwill in the financial statements will be enhanced.

The goodwill impairments relate to Danske Bank's activities in Finland, Northern Ireland and Estonia. The impairments are based on long-term assessments and do not relate to expected short-term developments at the individual business units."

The Company Announcement is not incorporated by reference in this Prospectus Supplement,

[1] DKK amounts in this paragraph are converted into EUR with FX rate at 12 December 2014 = 7.437 DKK per EUR.

however the full text can be found at *www.danskebank.com*.

GENERAL INFORMATION

The paragraphs headlined "**Significant Change and Material Adverse Change**" and "**Legal Proceedings**" on page D-18 of the Base Prospectus shall be deemed deleted and replaced with the following paragraphs, respectively:

"**Significant Change and Material Adverse Change**

On 26 October 2014, the DFSA announced the results of the Asset Quality Review ("**AQR**"). Based on the AQR as interpreted by the DFSA and information available until 26 October 2014, the DFSA assessed that impairments for the Danske Bank Group should have been DKK 1.6 billion higher at 31 December 2013. An amount of DKK 0.9 billion was recognised in the first nine months of 2014, and an amount of DKK 0.7 billion will be taken into account in the last quarter of 2014.

(i) Save as outlined above with respect to goodwill impairment and AQR, there has been no significant change in the financial position or trading position of the Issuer or of the Issuer and its Subsidiaries taken as a whole since 30 September 2014, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared; and

(ii) saved as outlined above with respect to goodwill impairment and AQR, there has been no material adverse change in the prospects of the Issuer since 31 December 2013, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.

Legal 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."

GENERAL

To the extent that there is any inconsistency between (a) any statement in 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 23 December 2014, to withdraw their acceptances.

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 this 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 INFORMATION.]**

Section B – Issuer

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 an international retail bank that operates in 15 countries with a focus on the Nordic region and with larger retail banking operations in Northern Ireland, Estonia, Latvia and Lithuania.
B.9	**Profit forecast or estimate**	Not Applicable - No profit forecast or estimates have been made in this Base Prospectus.
B.10	**Qualifications to audit report**	Not Applicable - No qualifications are contained in any audit report incorporated by reference in this Base Prospectus.
B.12	**Selected historical key financial information**	

(DKK millions)	Twelve months ended 31 December 2013	Twelve months ended 31 December 2012
Income statement:		
Total income	40,004	45,662
Expenses	(24,343)	(24,642)
Loan impairment charges	(4,187)	(7,680)
Profit before tax, core	11,474	13,340
Profit before tax, non-core	(1,415)	(4,801)

Profit before tax	10,059	8,539
Tax	(2,944)	(3,814)
Net profit for the year	7,115	4,725
Balance sheet:		
Loan and advances	1,552,645	1,640,656
Trading portfolio assets	695,722	812,966
Assets in non-core	25,803	33,100
Other assets	952,887	998,227
Total assets	3,227,057	3,484,949
Deposits	788,269	783,759
Bonds issued by Realkredit Danmark	614,196	614,325
Trading portfolio liabilities	435,183	531,860
Liabilities in non-core	5,002	4,831
Other liabilities	1,238,750	1,412,170
Total liabilities	3,081,400	3,346,945
Total equity	145,657	138,004

(DKK millions)	First nine months ended 30 September 2014	First nine months ended 30 September 2013
Income statement:		
Total income	32,645	28,956
Expenses	(16,551)	(17,207)
Loan impairment charges	(1,935)	(3,195)
Profit before tax, core	14,159	8,554
Profit before tax, non-core	(1,026)	(1,357)
Profit before tax	13,133	7,197
Tax	(3,002)	(2,005)
Net profit for the period	10,131	5,195
Balance sheet:		
Loan and advances	1,581,719	1,562,879
Trading portfolio assets	751,138	707,570
Assets in non-core	35,959	45,196
Other assets	1,068,478	952,585
Total assets	3,437,294	3,268,230
Deposits	761,076	772,984
Bonds issued by Realkredit Danmark	656,022	605,817
Trading portfolio liabilities	532,982	435,111
Liabilities in non-core	6,366	18,630
Other liabilities	1,322,109	1,292,371
Total liabilities	3,278,555	3,124,913
Total equity	158,739	143,317

Statement of no material adverse change	On 26 October 2014, the DFSA announced the results of the Asset Quality Review ("**AQR**"). Based on the AQR as interpreted by the DFSA and information available until 26 October 2014, the DFSA assessed that impairments for the Danske Bank Group should have been DKK 1.6

	Description of significant changes to financial or trading position	billion higher at 31 December 2013. An amount of DKK 0.9 billion was recognised in the first nine months of 2014, and an amount of DKK 0.7 billion will be taken into account in the last quarter of 2014. Save as outlined above and in recent events below[2], there has been no material adverse change in the prospects of the Issuer since 31 December 2013, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared. Save as outlined above and in recent events below, there has been no significant change in the financial position or trading position of the Issuer or of the Issuer and its subsidiaries taken as a whole since 30 September 2014, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared.
B.13	**Recent events materially relevant to an evaluation of the Issuer's solvency**	In Company Announcement No. 25/2014 released on 27 November 2014, Danske Bank A/S announced that Moody's Investors Service Ltd. ("**Moody's**") has raised Danske Bank Group's long-term rating to A3 from Baa1. The short-term rating is unchanged at P-2, while the Group's BCA (Baseline Credit Assessment) rating has been raised to baa1 from baa2. Moody's has also changed the outlook for all of Danske Bank's ratings from positive to stable. Accordingly the Programme and Issuer ratings section on page E-5 of the Base Prospectus should be amended so as to read: Moody's / S&P / Fitch senior unsubordinated long-term debt/long-term Issuer default rating: A3 / A / A senior unsubordinated short-term debt/short-term Issuer default rating: P-2 / A-1 / F1 In Company Announcement No. 26/2014 released on 15 December 2014, Danske Bank A/S announced that it expects to make goodwill impairments. Accordingly the following section is to be added to the bottom of page 154 in the Base Prospectus: "Danske Bank A/S announced that it expects to make goodwill impairments of about DKK 9 billion (EUR 1.21 billion)[3] in its 2014 annual report. Shareholders' equity will be reduced by the same amount. This should be viewed in light of shareholders' equity and total goodwill of DKK 158.7 billion (EUR 21.24 billion) and DKK 18.6 billion (EUR 2.50 billion), respectively, at 30 September 2014. The goodwill impairments are the result of Danske Bank's ordinary goodwill impairment testing, changed macroeconomic conditions and Danske Bank's dialogue with the Danish Financial Supervisory Authority regarding the measurement of the Bank's goodwill. Moreover, the note disclosures on goodwill in the financial statements will be enhanced. The goodwill impairments relate to Danske Bank's activities in Finland, Northern Ireland and Estonia. The impairments are based on long-term assessments and do not relate to expected short-term developments at the individual business units." [4]

[2] By virtue of the Prospectus Supplement No. 3 dated 19 December 2014, the words "and in recent events below" have been inserted two times.
[3] DKK amounts in this paragraph are converted into EUR with FX rate at 12 December 2014 = 7.437 DKK per EUR.
[4] By virtue of the Prospectus Supplement No. 3 dated 19 December 2014, Element B.13 has been supplemented with the additional text.

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 – and one of the largest in the Nordic region – measured by total assets as at 31 December 2013 (Source: Finansrådet (Danish Bankers' Association)). The Group offers its customers in Denmark and in its other markets a broad range of services that, depending on the market, include services in banking, mortgage finance, insurance, trading, leasing, real estate agency and investment management. The Group has a leading market position in Denmark and is one of the larger banks in Northern Ireland and Finland. The Group also has significant operations in its other main markets of Sweden, Norway, Ireland and the Baltics.
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 this Base Prospectus, as supplemented, the Issuer has been rated by the following rating agencies: Moody's Investors Service Ltd. ("**Moody's**"), Standard & Poor's Credit Market Services Europe Limited ("**S&P**") and Fitch Ratings Ltd ("**Fitch**"). The Issuer ratings are as follows: Moody's S&P Fitch senior unsubordinated long-term debt/long-term Issuer default rating A3 A A senior unsubordinated short-term debt/short-term Issuer default rating P-2 A-1 F1 Each of Moody's, S&P and Fitch is established in the European Union (the "**EU**") and is registered under Regulation (EC) No. 1060/2009 (as amended). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. No ratings have been or are expected to be assigned to the Notes at the request of or with the co-operation of the Issuer in the rating process.

Section C – Notes

Element	Title	
C.1 (*Applicable for Annexes V, XII and XIII*)	**Description of Notes/ISIN**	The Notes are [●]. The Series number is [●]. The Tranche number is [●]. [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 (*Applicable for Annexes V, XII and XIII*)	**Currency**	The Notes are denominated in [●] and the specified currency for payments in respect of the Notes is [●].

C.5 (*Applicable for Annexes V, XII and XIII*)	**Restrictions on the free transferability of the Notes**	[While the Notes are in global form and held through the clearing systems, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg, as the case may be.] [Transfers of Notes may be effected only through the book entry system and register maintained by the [VP/VPS/Euroclear Finland/Euroclear Sweden].]
		The Notes will be freely transferable, subject to the offering and selling restrictions of the United States, the European Economic Area, the United Kingdom, 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 unsubordinated and unsecured obligations (including liabilities in respect of deposits) 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. 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 taxes which may arise in respect of the Notes and all payments made by the Issuer shall be made subject to any such taxes.] ***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** (*Applicable for Annexes V and XIII*)	**Interest, Redemption and Representation:** **The nominal interest rate** **The date from which interest becomes payable and the due dates for interest** **Where the rate is not fixed, description of the underlying on which it is based**	[*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 ([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 Adjusted 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.] 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 Price$_t$] 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:

$$(\text{Leverage x Relevant Rate}) + \text{Margin}$$

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**
[●]	[●]%	[●]%
[●]	[●]%]	[●]%]

(*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:

$$\text{Min [Cap; (Leverage x Relevant Rate) + Margin]}$$

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	**[Cap**	**[Leverage**	**[Margin**
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]

(*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:

$$\text{Max [Floor; (Leverage x Relevant Rate) + Margin]}$$

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 period ending on or about** / **[Floor** / **[Leverage** / **[Margin** [●] / [●]% / [●]% / [●]% [●] / [●]%] / [●]%] / [●]%] (*Specify for each interest period*)]]

		[*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 ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula: Min (Cap; 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. "**Cap**" = [[●]%/the percentage specified for the relevant interest period in the Table below] "**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 period ending on or about	**[Cap**	**[Floor**	**[Leverage**	**[Margin**
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*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 [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

Interest period ending on or about	**[Cap**	**[Floor**	**[Specified Rate**	**[Leverage**
[●]	[●]%	[●]%	[●]%	[●]%

[●]	[●]%]	[●]%]	[●]%]	[●]%]		

(*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/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]
"**Strike Rate**"	=	[[●]%/in respect of an interest period, the percentage specified for such interest period in the Table below]

[TABLE

Interest period ending on or about	**[Strike Rate**	**[Cap**	**[Floor**	**[Leverage**
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each interest 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$_{t-1}$ + Snowball Amount$_t$) – (Leverage x Relevant Rate)]]

For the purposes of the above:

"**Rate of Interest$_{t-1}$**" means, in respect of an interest period (*t*), the rate of interest for the immediately preceding interest period (*t-1*) or, if none, [●].

"**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]

"**Snowball Amount$_t$**" = [[●]%/the percentage specified for such interest period in the table below]

[TABLE

Interest period ending on or about	**[Snowball Amount$_t$**	**[Cap**	**[Floor**	**[Leverage**
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*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 Price$_t$ 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$_t$**" 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$_t$ 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$_t$ 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$_t$ 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$_t$ 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 Rate 2.

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].

"**Reference Price$_t$**" 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.

"**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**	**[Specified Rate 2**	**[Lower Barrier**	**[Upper Barrier**
1	[●]	[●]	[●]%	[●]%	[●][%]	[●][%]
…	[●]	[●]]	[●]%]	[●]%]	[●][%]]	[●][%]]

(*Specify for each interest 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 Price$_t$

For the purposes of the above:

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

"**Reference Price$_t$**" means, in respect of the relevant interest determination date (*t*), [[*specify period*] performance of the Reference Item for such interest determination date.

"**Specified Rate**" = [[●]%/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 [●] [●] [●]% … [●] [●]] [●]%] (*Specify for each interest period*)]]

		[*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: If on a specified coupon valuation 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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], expressed as a percentage. "**Paid Interest**" means the sum of the Autocall Interest Amounts (if any) previously paid prior to such 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**" = [[●], [●] and [●] / As specified below] (subject to postponement])] **[TABLE** ***t*** | **interest determination dates** | **[Specified Rate** | **[Autocall Strike** | **[Interest Barrier** 1 | [●] | [●] | [●]% | [●] … | [●] | [●]] | [●]%] | [●]]] (*Specify for each Interest Period*)]]

		[***Valuation*** "**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]) [●] (each valuation date during such period subject to [[modified] postponement / omission])] ["**interest determination dates**" = [●], [●] and [●] (subject to postponement)]]
		[The "**Swap Rate**" is the rate determined by reference to the difference between two swap rates, determined as follows: Swap Rate 1 – Swap Rate 2 For the purposes of the above: "**Swap Rate 1**" is [●] year [*insert relevant Reference Rate*] "**Swap Rate 2**" is [●] year [*insert relevant Reference Rate*]]
		[Interest[, if any,] will be paid [annually/ semi-annually/quarterly/monthly] [in arrear] on [●] [and [●]] in each year[, subject to adjustment for non-business days]. The first interest payment will be made on [●].] [Interest[, if any] will [be payable/accrue] in respect of each [annual/semi-annual/quarterly/monthly] interest period but the interest amount in respect of each such interest period will accumulate and will only be payable on the

		maturity date.]
		["**FX Interest Conversion**": Applicable and the Interest Amount in respect of each interest period shall be multiplied by the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified interest FX determination date in respect of such interest period [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**" = [●], [●] and [●] (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** [●] — [●] [●] — [●] [●] — [●] (*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.]

	Maturity Date and arrangements for the amortisation of the loan, including the repayment procedure	**[*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 [●] per Calculation Amount and the optional redemption date(s) [is/are] [●][, [●] and [●]].] [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*** (***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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], 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**" = [●], [●] and [●] (subject to [[modified] postponement / omission])]

["**initial valuation period**" = from ([but excluding/and including]) [●] to ([and including/but excluding]) [●] (each valuation date during such period subject to [[modified] postponement / omission])]

["**autocall valuation dates**" = [●], [●] and [●] (subject to 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 amount].
	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.

[C.10 (*Applicable for Annex V*)	**Derivative component of the interest payment**	[Not Applicable – there is no derivative component in the interest payments.] [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_t 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_t 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 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.]

		[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 the [Irish Stock Exchange plc]/[the NASDAQ OMX Copenhagen A/S]/[the NASDAQ OMX Stockholm AB]/[the NASDAQ OMX Helsinki Oy]/[the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg Stock Exchange] for the Notes to be admitted to trading on [[the Irish Stock Exchange plc] / [the NASDAQ OMX Copenhagen A/S] / [the NASDAQ OMX Stockholm AB] / [the NASDAQ OMX Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg Stock Exchange]].] / [Not Applicable. The Notes are not admitted to trading on any exchange.]]

[**C.15**	**Description of how the value**	[[The Notes are [fixed/variable] rate Notes [which are [[Capped/Floored/Collared/Reverse] Floating Rate Notes / Steepener Notes

(*Applicable for Annex XII*)	**of the investment is affected by the value of the underlying instrument(s)**	/ 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] [*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] [*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] [and] [the Notes will be redeemed by payment of the Credit Event Redemption Amount (determined as specified in C.18 below) on the Credit Event Redemption Date (determined as specified in C.18 below)]]. [*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 Price$_t$] 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: $$(\text{Leverage x Relevant Rate}) + \text{Margin}$$ 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**
[●]	[●]%	[●]%
[●]	[●]%]	[●]%]

(*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:

$$\text{Min [Cap; (Leverage x Relevant Rate) + Margin]}$$

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	[Cap	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]

(*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:

$$\text{Max [Floor; (Leverage x Relevant Rate)} + \text{Margin]}$$

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 period ending on or about	[Floor	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]

(*Specify for each interest period*)]]

[*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 ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:

Min (Cap; 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.

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

"**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 period ending on or about	**[Cap**	**[Floor**	**[Leverage**	**[Margin**
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*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 [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

Interest period ending on or about	**[Cap**	**[Floor**	**[Specified Rate**	**[Leverage**
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*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/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]

"**Strike Rate**" = [[●]%/in respect of an interest period, the percentage specified for such interest period in the Table below]

[TABLE

Interest period ending on or about	**[Strike Rate**	**[Cap**	**[Floor**	**[Leverage**
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each interest 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:

$$\text{Max [Floor; Min [Cap; (Rate of Interest}_{t-1} + \text{Snowball Amount}_t) - \text{(Leverage x Relevant Rate)]]}$$

For the purposes of the above:

"**Rate of Interest$_{t-1}$**" means, in respect of an interest period (*t*), the rate of interest for the immediately preceding interest period (*t-1*) or, if none, [●].

"**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]

		"**Snowball Amount$_t$**" = [[●]%/the percentage specified for such interest period in the Table below] **[TABLE** **Interest period ending on or about** / **[Snowball Amount$_t$** / **[Cap** / **[Floor** / **[Leverage** [●] / [●]% / [●]% / [●]% / [●]% [●] / [●]%] / [●]%] / [●]%] / [●]%] (*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 Price$_t$ 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$_t$**" 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$_t$ 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$_t$ 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_t 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_t 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 Rate 2. 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]. "**Reference Price_t**" 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** / **[Interest** / **[Specified** / **[Specifie** / **[Lower** / **[Upper**

			period ending on or about	Determination Date	Rate 1	d Rate 2	Barrier	Barrier
		1	[●]	[●]	[●]%	[●]%	[●][%]	[●][%]
		…	[●]	[●]]	[●]%]	[●]%]	[●][%]]	[●][%]]

(*Specify for each interest 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:

$$\text{Specified Rate x Reference Price}_t$$

For the purposes of the above:

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

"**Reference Price$_t$**" means, in respect of the relevant interest determination date (*t*), the [*specify period*] performance of the Reference Item for such interest determination date.

"**Specified Rate**" = [[●]%/the percentage specified for the relevant interest period in the Table below].

[**TABLE**

t	Interest period ending on or about	[Interest Date	Determination	[Specified Rate
1	[●]	[●]		[●]%
…	[●]	[●]]		[●]%]

(*Specify for each interest period*)]]

[*Autocall 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:

If on a specified coupon valuation 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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], expressed as a percentage.

"**Paid Interest**" means the sum of the Autocall Interest Amounts (if any) previously paid prior to such 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**"	=	[[●], [●] and [●] / As specified below] (subject to postponement)]

[TABLE

t	**interest determination dates**	**[Specified Rate**	**[Autocall Strike**	**[Interest Barrier**
1	[●]	[●]	[●]%	[●]
…	[●]	[●]]	[●]%]	[●]]

(*Specify for each Interest Period*)]

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

Swap Rate 1 – Swap Rate 2

		For the purposes of the above: "**Swap Rate 1**" is [●] year [*insert relevant Reference Rate*]. "**Swap Rate 2**" is [●] year [*insert relevant Reference Rate*].]
		[Subject as provided in Element C.15, interest/Interest][, if any,] will be paid [annually/ semi-annually/quarterly/monthly] [in arrear] on [●] [and [●]] in each year[, subject to adjustment for non-business days]. The first interest payment will be made on [●].] [Interest[, if any] will [be payable/accrue] in respect of each [annual/semi-annual/quarterly/monthly] interest period but the interest amount in respect of each such interest period will accumulate and will only be payable on [[●]/ the maturity date].]
		["**FX Interest Conversion**": Applicable and the Interest Amount in respect of each interest period shall be MULTIPLIED BY the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified interest FX determination date in respect of such interest period [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**" = [●], [●] and [●] (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** [●] — [●] [●] — [●] [●] — [●] (*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 [●] per calculation amount and the optional redemption date(s) [is/are] [●][, [●] and [●]].] [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. 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].

		[***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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], 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 postponement)

[TABLE

t	autocall valuation date	[Autocall Barrier
1	[●]	[●]%
…	[●]	[●]%]

(*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 [●].

[*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**" = [●], [●] and [●] (subject to postponement)]

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

["**final averaging dates**" = [●], [●] and [●] (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_f)] 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 [●] 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] "**Reference Price_f**" 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**" = [[●]%/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 [●] 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] "**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period], expressed as a percentage "**Relevant Principal Amount**" ("**RPA**") mean the CA multiplied by [●]% multiplied by PFX. "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [●]%/100%]

		[The Reference Item-Linked Redemption Amount shall be the "**Put Redemption Amount**" determined by reference to the following formula: $$\text{RPA} + \text{Reference Item Amount}$$ For the purposes of the above: "**Reference Item Amount**" means an amount determined by reference to the following formula: $$\text{CA x Max [Performance Floor, (PR x Put Performance)] x OFX}$$ 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 [[●], 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/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**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [[●]%/100%]]

		[The Reference Item-Linked Redemption Amount shall be the "**Call Spread Redemption Amount**" determined by reference to the following formula: $$\text{RPA} + \text{Reference Item Amount}$$ For the purposes of the above: "**Reference Item Amount**" means an amount determined by reference to the following formula: $$\text{CA x Max [Performance Floor, (PR x Capped Performance)] x OFX}$$ 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 [[●], 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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 "**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 [[●], 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], the [average]

		[level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [[●]%/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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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 [[●], 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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: $$\text{RPA} + \text{Reference Item Amount}$$ For the purposes of the above: "**Reference Item Amount**" means an amount determined by reference to the following formula: $$\text{CA x Max [Performance Floor, (PR x Rainbow Call Performance)] x OFX}$$ 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 [[●], 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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:

$$\text{RPA} + \text{Reference Item Amount}$$

For the purposes of the above:

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

$$\text{CA x Max [Performance Floor, (PR x Quadratic Call Performance)] x OFX}$$

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 [●]

		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] "**Performance**" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period] DIVIDED BY the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s], expressed as a percentage "**Relevant Principal Amount**" ("**RPA**") mean the CA multiplied by [●]% multiplied by PFX "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [[●]%/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 [●] 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], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period] DIVIDED BY the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s], expressed as a percentage "**Relevant Principal Amount**" ("**RPA**") mean the CA multiplied by [●]% multiplied by PFX "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/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 [●] 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] "**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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/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**" = [[●]%/100%]]

		[The Reference Item-Linked Redemption Amount shall be the "**Replacement Cliquet Redemption Amount**" determined by reference to the following formula: $$\text{RPA} + \text{Reference Item Amount}$$ For the purposes of the above: "**Reference Item Amount**" means an amount determined by reference to the following formula: $$\text{CA x Max [Performance Floor, (PR x Replacement Cliquet Performance)] x OFX}$$ Where: "**Adjusted Periodic Performance**" means, in respect of a periodic valuation date (*t*), (i) for each of the [●] periodic valuation dates (*t*) having the highest or equal highest Relevant Periodic Performances, [●] 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 [[●], 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**" = [[●]%/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 ["**Lock-in Level**" = [[●]%[, [●]% and [●]%]] ["**PP Cap**" = [[●]%] ["**PP Floor**" = [[●]%] "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [[●]%/100%]]

		[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 [[●], 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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], 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: "**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 "**Call Performance**" means the Performance of the 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 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage "**Relevant Principal Amount**" ("**RPA**") means the CA multiplied by [●]% multiplied by PFX "**Barrier Level**" = [●] "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [[●]%/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: "**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 "**Call Performance**" means the Performance of the 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 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage "**Relevant Principal Amount**" ("**RPA**") means the CA multiplied by [●]% multiplied by PFX "**Barrier Level**" = [●] "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/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: "**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 "**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**" = [●] "**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:

"**Barrier Event**" means Call Performance is equal to or greater than [the/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

"**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 [[●], 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]19 / [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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage

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

"**Strike**" = [[●]%/100%]

"Barrier"	**"Fixed Performance"**
[●]%	[●]%
[[●]%	[[●]%
[●]%]	[●]%]]

		[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 Put Performance)] x OFX (ii) otherwise, if no Barrier Event has occurred, zero Where: "**Barrier Event**" means Put Performance is equal to or less than 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] "**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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**" = [[●]%/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 Put Performance)] x OFX Where: "**Barrier Event**" means Put Performance is equal to or less than 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]19 / [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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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**" = [[●]%/100%]

		"**Strike**" = [[●]%/100%]]

		[The Reference Item-Linked Redemption Amount shall be the "**Digital 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 Highest Fixed Performance x OFX (ii) otherwise, if no Barrier Event has occurred, zero Where: "**Barrier Event**" means Put Performance is equal to or greater than [the/any] 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] "**Highest Fixed Performance**" means [the Fixed Performance in respect of the Barrier/the Fixed Performance in respect of the Barrier next lowest to Put Performance] "**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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

		"**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 [[●], 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]) [●] to ([and including/but excluding]) [●]

"**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) 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, if Relevant Performance is greater than or equal to 100%, CA

Where:

"**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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]

"**Performance Floor**" = [[●]%/Zero]

		"**PR**" = [[●]%/100%] "**Strike**" = [[●]%/100%]]

		[The Reference Item-Linked Redemption Amount shall be the "**Non-Protected Knock-in Put Redemption Amount** (**Reverse Convertible**)", determined as follows: (i) 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)])] (ii) otherwise, if Relevant Performance is greater than or equal to the Barrier, CA Where: "**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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] "**Barrier**" = [●]% "**Performance Floor**" = [[●]%/Zero] "**PR**" = [[●]%/100%] "**Strike**" = [[●]%/100%]]

		[The Reference Item-Linked Redemption Amount shall be the "**Non-Protected Knock-in Put with Call Redemption Amount**", determined as follows: (i) if Relevant Performance is less than the Put Barrier, an amount determined by reference to the following formula: [CA – (CA x Max [Performance $\text{Floor}_{\text{Put}}$, ($\text{PR}_{\text{Put}}$ x Put Performance)])] (ii) if Relevant Performance is equal to or greater than the Put Barrier but less than the Call Barrier, CA (iii) if Relevant Performance is equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

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

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 [[●], 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]

"**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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]

"**Call Barrier**"	=	[●]%
"**Call Strike**"	=	[[●]%/100%]
"**Put Barrier**"	=	[●]%
"**Put Strike**"	=	[[●]%/100%]
"**Performance Floor$_{Call}$**"	=	[[●]%/Zero]
"**Performance Floor$_{Put}$**"	=	[[●]%/Zero]
"**PR$_{Call}$**"	=	[●]%
"**PR$_{Put}$**"	=	[●]%]

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

(i) if Relevant Performance is less than the Put Barrier, an amount determined by reference to the following formula:

$$[CA - (CA \times Max\ [Performance\ Floor_{Put}, (PR_{Put} \times Put\ Performance)])]$$

(ii) if Relevant Performance is equal to or greater than the Put Barrier but less than the Call Barrier, CA

(iii) if Relevant Performance is equal to or greater than the Call Barrier,

an amount determined by reference to the following formula:

$$[CA + (CA \text{ x Max } [\text{Performance Floor}_{Call}, (PR_{Call} \text{ x Capped Performance})] \text{ x OFX})]$$

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 [[●], 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]

"**Performance**" means, in respect of [the/a] 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] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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]

"**Call Barrier**"	=	[●]%
"**Call Strike**"	=	[[●]%/100%]
"**Put Barrier**"	=	[●]%
"**Put Strike**"	=	[[●]%/100%]
"**Performance Cap**"	=	[●]%
"**Performance Floor$_{Call}$**"	=	[[●]%/Zero]
"**Performance Floor$_{Put}$**"	=	[[●]%/Zero]
"**PR$_{Call}$**"	=	[●]%
"**PR$_{Put}$**"	=	[●]%]

[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 Performance of the Put Element is less than the Put Barrier and Relevant Performance of the Call Element is less than the Call Barrier, an amount determined by reference to the

following formula:

$$[CA - (CA \times Max\ [Performance\ Floor_{Put}, (PR_{Put} \times Put\ Performance)])]$$

(ii) if Relevant Performance of the Put Element is equal to or greater than the Put Barrier and Relevant Performance of the Call Element is less than the Call Barrier, CA

(iii) if Relevant Performance of the Call Element is equal to or greater than the Call Barrier and Relevant Performance of the Put Element is 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) if Relevant Performance of the Put Element is less than the Put Barrier and Relevant Performance of the Call Element is equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

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

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 [[●], 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]

"**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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], 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]

"**Call Barrier**" = [●]%

		"**Call Element**"	=	[*specify Reference Item(s)*]
		"**Call Strike**"	=	[[●]%/100%]
		"**Put Barrier**"	=	[●]%
		"**Put Element**"	=	[*specify Reference Item(s)*]
		"**Put Strike**"	=	[[●]%/100%]
		"**Performance Floor$_{Call}$**"	=	[[●]%/Zero]
		"**Performance Floor$_{Put}$**"	=	[[●]%/Zero]
		"**PRCall**"	=	[●]%
		"**PRPut**"	=	[●]%]

		[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 Maximum [Observation/Reference] Price of such Reference Item has at any time been [less than] / [equal to or greater than] [**DANSKE TO CONFIRM**] the relevant Barrier Level "**Barrier Level**" means, in respect of a Reference Item, [●]% of the [average] [initial price/level/price/rate/value] of such Reference Item on the initial [averaging/valuation] date[s] [**DANSKE TO CONFIRM THIS WOULD NOT BE A SPECIFIED AMOUNT FOR EACH REFERENCE ITEM**] "**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] ["**Maximum Observation Price**" means, in respect of a Reference Item, the highest [level/price/rate/value] of such Reference Item (observed continuously) during the observation period] ["**Maximum Reference Price**" means, in respect of a Reference Item, the highest [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*** ["**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]) [●] (each valuation date during such period subject to [[modified] postponement / omission])] ["**final valuation date**" = [●] (subject to postponement)] ["**final averaging dates**" = [●], [●] and [●] (subject to [[modified] postponement / omission])] ["**final valuation period**" = from ([but excluding/and including]) [●] to ([and including/but excluding]) [[●]/the specified final valuation date] (each valuation date during such period subject to [[modified] postponement/omission])] ["**periodic valuation date[s]**" = [●], [●] 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]) [●]]

		[FX Principal Conversion: Applicable ["**initial valuation date**" = [●] (subject to postponement)] ["**initial averaging dates**" = [●], [●] and [●] (subject to postponement)] ["**final valuation date**" = [●] (subject to postponement)]]

		[“**final averaging dates**” = [●], [●] and [●] (subject to postponement)]] [FX Option Conversion: Applicable [“**initial valuation date**” = [●] (subject to postponement)] [“**initial averaging dates**” = [●], [●] and [●] (subject to postponement)] [“**final valuation date**” = [●] (subject to postponement)]] [“**final averaging dates**” = [●], [●] and [●] (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]/ [*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: $\left(\sum_{1\ldots n}^{n} \mathrm{RENA}_{\mathrm{u,i}}\right) + \left(\sum_{1\ldots n}^{n} \mathrm{RENA}_{\mathrm{A,i}} \times \mathrm{FP}_{\mathrm{A,i}}\right) - \mathrm{UC};]$/ [*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*: $\left(\sum_{1\ldots n}^{n} \mathrm{RENA}_{\mathrm{u,i}}\right) + \left(\sum_{1\ldots n}^{n} \mathrm{RENA}_{\mathrm{A,i}} \times \mathrm{FP}_{\mathrm{A,i}}\right) - \mathrm{UC};]$

		Where: "**RENA**" is the Reference Entity Notional Amount[, with $\mathbf{RENA}_{u,i}$ being the Reference Entity Notional Amount in respect of any Reference Entity_i for which a credit event determination date has not occurred and being deemed to be zero for all other Reference Entities and $\mathbf{RENA}_{A,i}$ is the Reference Entity Notional Amount in respect of any Reference Entity_i 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] [*specify the Set/Zero Recovery Price*][, with $\mathbf{FP}_{A,i}$ 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 re-establishment 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** (*Applicable for Annex XII*)	**Exercise price/final reference price**	See Element C.18 above.]

[**C.20** (*Applicable for Annex XII*)	**Underlying**	[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] [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] [Equity Security [(which is an ETF Share)]]	[●] [and [●]]	[●]]

			[Fund Interest] [FX Rate] [Commodity]		
		(*specify for each Reference Item, for interest and/or redemption separately (if applicable), for each element relating to a payout 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 the [Irish Stock Exchange plc]/[the NASDAQ OMX Copenhagen A/S]/[the NASDAQ OMX Stockholm AB]/[the NASDAQ OMX Helsinki Oy]/[the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg Stock Exchange] for the Notes to be admitted to trading on [[the Irish Stock Exchange plc] / [the NASDAQ OMX Copenhagen A/S] / [the NASDAQ OMX Stockholm AB] / [the NASDAQ OMX Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg Stock Exchange]].] / [Not Applicable. The Notes are not admitted to trading on any exchange.]]

Section D– Risks

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: • the Group is exposed to a number of risks, the categories of which are credit risk, market risk, liquidity risk, operational risk, insurance risk and pension risk; • regulatory changes could materially affect the Issuer's business; • the Issuer will face increased capital and liquidity requirements as a result of the new framework implementing, among other things, the Basel Committee on Banking Supervision's proposals imposing

		stricter capital and liquidity requirements upon banks in the EU; • the implementation of a bank recovery and resolution directive or the taking any action under it could materially affect the value of any Notes; • the Group may have to pay additional amounts under deposit guarantee schemes or resolution funds; and • the Group may be affected by general economic and geopolitical conditions.

D.[3/6] (*D.3 applicable for Annexes V and XIII)* (*D.6 applicable for Annex XII*)	**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, *société anonyme*, 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 eligibility criteria at the relevant time, [there is no taxation gross-up in respect of the Notes,] taxes and expenses may be payable by holders in connection with the Notes, there may be withholding under the EU Savings Directive, U.S. Foreign Account Tax Compliance Act withholding may affect payments on the Notes, the Hiring Incentives to

		Restore Employment Act withholding may affect payments on the Notes, the proposed financial transactions tax may apply in respect of certain dealings in Notes, the Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors, the value of the Notes could be adversely affected by a change in applicable laws or administrative practice, the Issuer has issued covered bonds and if any relevant claims in respect of these covered bonds are not met out of the pool of assets or the proceeds arising from it, any remaining claims will subsequently rank pari passu with the Issuer's obligations under the Notes.
		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 (*Applicable for Annex XII*)	**Risk Warning**	**THE AMOUNT PAID ON REDEMPTION OF THE NOTES MAY BE LESS THAN THE PRINCIPAL AMOUNT OF THE NOTES, 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.]

] per cent. and [●] per cent.] of the nominal amount of the Notes to be purchased by the relevant investor.]

SCHEDULE 2

The provisions from the sections referred to below in Reference Item Schedule 2 (*Credit Linked Notes*) set out in Section F.2 (*Schedules to the General Condition*) of the Base Prospectus shall be amended as follows:

2.4. Repudiation/Moratorium Extension

(a) All references to "Scheduled Maturity Date" in Reference Item Condition 2.4 (*Repudiation/Moratorium Extension*) shall be amended to "Scheduled Termination Notice Date", excluding those references contained in Reference Item Condition 2.4(i)(B).

(b) Reference Item Condition 2.4(i)(B) shall be amended to read:

"in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay (i) interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date and (ii) if "Additional Interest Amount" is specified as applicable in the relevant Issue Terms, an Additional Interest Amount **if greater than zero** in respect of each Note and the Additional Amount Period ending on (but excluding) the Grace Period Extension Date, but, in each case, shall only be obliged to make such payment of interest on the fifth Business Day following the Grace Period Extension Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or"

2.5 Grace Period Extension

(a) All references to "Scheduled Maturity Date" in Reference Item Condition 2.5 (*Grace Period Extension*) shall be amended to "Scheduled Termination Notice Date", excluding those references contained in Reference Item Condition 2.5(i)(B).

(b) Reference Item Condition 2.5(i)(A) shall be amended to read:

"each unit or nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Grace Period Extension Date **or, if later, the Scheduled Maturity Date**; and"

(c) Reference Item Condition 2.5(i)(B) shall be amended to read:

"in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay (i) interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date and (ii) if "Additional Interest Amount" is specified as applicable in the relevant Issue Terms, an Additional Interest Amount **if greater than zero** in respect of each Note and the Additional Amount Period ending on (but excluding) the Grace Period Extension Date, but, in each case, shall only be obliged to make such payment of interest on the fifth Business Day following the Grace Period Extension Date **or, if later, the Scheduled Maturity Date** and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or"

2.6 Credit Derivatives Determination Committee Extension

(a) The first paragraph of Reference Item Condition 2.6 (*Credit Derivatives Determinations Committee Extension*) shall be amended to read:

"If, in the determination of the Calculation Agent, a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its determination on or prior to the

Scheduled Maturity Date then the Calculation Agent shall notify Noteholders in accordance with General Condition 15 (*Notices*) that the Maturity Date has been postponed to a date (the "**DC Determination Postponed Date**") being **the Scheduled Maturity Date or, if later,** the day falling five Business Days after (a) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred, fifteen (15) Business Days following the relevant DC Credit Event Announcement or (b) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has not occurred, the second Business Day following the relevant DC No Credit Event Announcement or, as applicable, (c) fifteen (15) Business Days following the DC Credit Event Question Dismissal (the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Dismissal, as applicable, the "**DC Determination Cut-off Date**"), and:"

(b) Reference Item Condition 2.6(i)(B) shall be amended to read:

"in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay (i) interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or if none the Interest Commencement Date to (but excluding) the Scheduled Maturity Date and (ii) if "Additional Interest Amount" is specified as applicable in the relevant Issue Terms, an Additional Interest Amount **if greater than zero** in respect of each Note and the Additional Amount Period ending on (but excluding) the DC Determination Cut-off Date, but, in each case, shall only be obliged to make such payment of interest on the DC Determination Postponed Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or"

2.7 Maturity Date Extension in the case of Credit Linked Notes

(a) All references to "Scheduled Maturity Date" in Reference Item Condition 2.7 (*Maturity Date Extension in the case of Credit Linked Notes*) shall be amended to "Scheduled Termination Notice Date", excluding those references contained in Reference Item Condition 2.7(A)(II).

(b) Reference Item Condition 2.7(A)(II) shall be amended to read:

"in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay (i) interest calculated as provided herein accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date and (ii) if "Additional Interest Amount" is specified as applicable in the relevant Issue Terms (other than where the provisions of Reference Item Condition 2.4 (*Repudiation/Moratorium Extension*) shall apply to the Notes), an Additional Interest Amount **if greater than zero** in respect of each Note and the Additional Amount Period ending on (but excluding) the Postponed Cut-off Date, but, in each case, shall only be obliged to make such payment of interest on the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay;"

(c) The definition of **"Postponed Cut-off Date"** in Reference Item Condition 2.7 (*Maturity Date Extension in the case of Credit Linked Notes*) shall be amended to read:

""**Postponed Cut-off Date**" means **the Scheduled Maturity Date or, if later,** (i) in the case of Reference Item Condition 2.7(i), the fifteenth (15th) Business Day after the Scheduled **Termination Notice** Date, the relevant Repudiation/Moratorium Evaluation Date or Grace Period Extension Date, or the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be; or (ii) in the case of Reference Item Condition 2.7(ii), the fifteenth (15th) Business Day after the Scheduled **Termination Notice** Date."

2.10 *Definitions applicable to Credit Linked Notes*

(a) The following words shall be inserted at the end of paragraph (iii) of the definition of "Additional Interest Amount" in Reference Item Condition 2.10 (*Definitions applicable to Credit Linked Notes*):

"provided that if the Scheduled Maturity Date would fall on or after the relevant date specified in part (b) of the definition of Additional Amount Period then the Additional Interest Amount will be zero".

(b) The reference to "Maturity Date" in the definition of "Credit Event Determination Date" in Reference Item Condition 2.10 (*Definitions applicable to Credit Linked Notes*) shall be amended to "Scheduled Termination Notice Date".

(c) Each reference to "Scheduled Maturity Date" in the following definitions set out in Reference Item Condition 2.10 (*Definitions applicable to Credit Linked Notes*) shall be amended to "Scheduled Termination Notice Date":

(i) "Bankruptcy";

(ii) "Credit Event Notice";

(iii) "DC Credit Event Announcement";

(iv) "Extension Date";

(v) "Grace Period";

(vi) "Grace Period Extension Date";

(vii) "Merger Event";

(viii) "Modified Restructuring Maturity Limitation Date";

(ix) "Reference Transaction";

(x) "Repudiation/Moratorium Evaluation Date";

(xi) "Repudiation/Moratorium Extension Condition";

(xii) "Repudiation/Moratorium Extension Notice"; and

(xiii) "Restructuring/Maturity Limitation Date".

(d) There shall be added the following definition in alphabetical order in Reference Item Condition 2.10 (*Definitions applicable to Credit Linked Notes*):

""**Scheduled Termination Notice Date**" has the meaning given to it in the relevant Issue Terms.".

SCHEDULE 3

1. Item 8 of the Pro Forma Final Terms set out in Section F.3 (*Pro Forma Final Terms*) of the Base Prospectus shall be amended as follows:

8.	Maturity Date:	[*specify date*][, subject to adjustment in accordance with the Business Day Convention specified in item 41 below] (*N.B. include adjustment wording for Variable Rate Notes*) [the "**Scheduled Maturity Date**" [or such later date for redemption determined as provided in Reference Item Condition 2 (*Credit-Linked Notes*)]] (*N.B. if specifying a Business Day Convention and the Notes are Credit-Linked Notes consider interaction with the scheduled termination date on any hedging arrangements*)
	Scheduled Termination Notice Date:	[*specify date*]

2. Item 8 of the Exempt Notes Pro Forma Pricing Supplement set out in Section F.4 (*Exempt Notes Pro Forma Pricing Supplement*) of the Base Prospectus shall be amended as follows:

8.	Maturity Date:	[*specify date*][, subject to adjustment in accordance with the Business Day Convention specified in item 42 below] (*N.B. include adjustment wording for Variable Rate Notes*) [the "**Scheduled Maturity Date**" [or such later date for redemption determined as provided in Reference Item Condition 2 (*Credit-Linked Notes*)]] (*N.B. if specifying a Business Day Convention and the Notes are Credit-Linked Notes consider interaction with the scheduled termination date on any hedging arrangements*)
	Scheduled Termination Notice Date:	[*specify date*]