PROSPECTUS SUPPLEMENT NO. 2 DATED 4 NOVEMBER 2016

TO THE BASE PROSPECTUS DATED 22 JUNE 2016

Danske | Bank

EUR 5,000,000,000 STRUCTURED NOTE PROGRAMME

This Prospectus Supplement dated 4 November 2016(the "**Prospectus Supplement**" or "**Prospectus Supplement No. 2**") to the Base Prospectus dated 22 June 2016 and the Supplement No. 1 dated 5 August 2016 (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.

INTERIM REPORT – FIRST NINE MONTHS OF 2016

On 28 October 2016 Danske Bank A/S published its consolidated unaudited interim financial statements as at and for the first nine month period ended 30 September 2016 (the "**Interim report – first nine months 2016**"). A copy of the Interim report – first nine months 2016 has been filed with the Central Bank of Ireland and, by virtue of this Prospectus Supplement, the Interim report – first nine months 2016 is incorporated in, and forms part of, the Base Prospectus, excluding the section "Outlook" in the Executive summary on page 4. Copies of the Base Prospectus are available for viewing at https://www.danskebank.com/da-dk/ir/gaeld/Documents/Prospekter/22.06.16_STN_Base.pdf. The Interim report – first nine months 2016 incorporated by reference herein can be viewed online at *http://www.danskebank.com/en-uk/ir/Documents/2016/Q3/InterimreportQ32016.pdf.*

CROSS REFERENCE LIST

Income Statement for the Group for the first nine month period ended 30 September 2016	page 25
Statement of Comprehensive Income for the Group for the first nine month period ended 30 September 2016	page 26
Balance Sheet for the Group for the first nine month period ended 30 September 2016	page 27
Statement of Capital for the Group for the first nine month period ended 30 September 2016	pages 28-30
Cash Flow Statement for the Group for the first nine month period ended 30 September 2016	page 31
Notes to the Financial Statements for the first nine month period ended 30 September 2016	pages 32-55
Statement by the Management as at and for the first nine month period ended 30 September 2016	page 56

The Interim report – first nine months 2016 is incorporated as set out above. The table above sets out the principal disclosure requirements which are satisfied by the information and is not exhaustive. Each page reference refers to the corresponding page in the Interim report – first nine months 2016.

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

SUMMARY

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

DESCRIPTION OF THE NOTES

The description of the "Reference Item-Linked Redemption Amount = Non-Protected Knock-in Put with Call Redemption Amount (Booster)" set out in paragraph 42 of Section B.2 of the Base Prospectus shall be amended as set out in **Schedule 2** to this Supplement.

DESCRIPTION OF THE DANSKE BANK GROUP

The "Overview" set out in Section D of the Base Prospectus shall be amended by the insertion of the word "asset" after the words "financing, trading, investing, life insurance," on the sixth line thereof.

GENERAL INFORMATION

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

"Material Change and Significant Change

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

its Subsidiaries taken as a whole since 30 September 2016, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared; and

(ii) there has been no material adverse change in the prospects of the Issuer since 31 December 2015, 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."

TERMS AND CONDITIONS OF THE NOTES

The Conditions of the Notes set out in Section F of the Base Prospectus shall be amended as set out in **Schedule 3** to this Supplement.

PRO FORMA FINAL TERMS

The Pro Forma Final Terms set out in Section F.3 of the Base Prospectus shall be amended as set out in **Schedule 4** to this Supplement.

EXEMPT NOTES PRO FORMA PRICING SUPPLEMENT

The Exempt Notes Pro Forma Pricing Supplement set out in Section F.4 of the Base Prospectus shall be amended as set out in **Schedule 5** to this Supplement.

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 8 November 2016, to withdraw their acceptances.

SCHEDULE 1

AMENDMENTS TO THE SUMMARY OF THE BASE PROSPECTUS

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

SECTION A - SUMMARY

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

Section A - Introduction and Warnings

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

Offer period: The Issuer's consent referred to above is given for Non-exempt Offers of Notes during [*offer period for the issue to be specified here*] (the "**Offer Period**").

Conditions to consent: The conditions to the Issuer's consent are that such consent (a) is only valid during the Offer Period; and (b) only extends to the use of the Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in [*specify each Relevant Member State in which the particular Tranche of Notes can be offered*].

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM [AN/THE] AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY [SUCH/THE] AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN [SUCH/THE] AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE [RELEVANT] AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE [RELEVANT] AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH 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 a modern Nordic universal bank with bridges to the rest of the world.
B.9	**Profit forecast or estimate**	Not Applicable - No profit forecast or estimates have been made in the Base Prospectus.
B.10	**Qualifications to audit report**	Not Applicable - No qualifications are contained in any audit report incorporated by reference in the Base Prospectus.
B.12	**Selected historical key financial information**	

(DKK million)	Twelve months ended	Twelve months ended
Danske Bank Group	31 December 2015[1]	31 December 2014
Total income	44,201	44,000
Operating expenses	21,827	22,641
Goodwill impairment charges	4,601	9,099
Loan impairment charges	57	2,788
Profit before tax, core	17,716	9,472
Profit before tax, Non-core	46	(1,503)
Profit before tax	17,762	7,969
Tax	4,639	4,020
Net profit for the period	**13,123**	**3,948**
Balance sheet:		
Loans	1,609,384	1,563,729
Trading portfolio assets	547,019	742,512
Assets in Non-core	24,236	32,329
Other assets	1,112,239	1,114,445
Total assets	**3,292,878**	**3,453,015**
Deposits	816,762	763,441
Bonds issued by Realkredit Danmark	694,519	655,965
Trading portfolio liabilities	471,131	550,629
Liabilities in Non-core	5,520	4,950
Other liabilities	1,144,116	1,325,647
Total liabilities	**3,132,048**	**3,300,632**
Additional tier 1 etc.	**11,317**	**5,675**
Shareholders' equity	**149,513**	**146,708**

(DKK millions)	First nine months ended	First nine months ended
Danske Bank Group	30 September 2016[2]	30 September 2015
Total income	35,057	34,023
Operating expenses	16,586	16,964

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[1] Figures are taken from page 6 in the Danske Bank Group Annual Report 2015. The comparative figures for the year ended 31 December 2014 were restated. Element B.12 and note 2 in the Annual Report 2015 reflect the restatements for the year 2014

[2] Figures are taken from page 3 in the Danske Bank Group Interim report – first nine months 2016. The comparative figures for the period 1 January – 30 September 2015 were restated. Element B.12 and note 1 in the Interim report – first nine months 2016 reflect the restatements for the first nine months 2015. By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first nine month period ended 30 September 2016.

	Loan impairment charges	157	197
	Profit before tax, core	18,314	16,862
	Profit before tax, Non-core	5	33
	Profit before tax	18,318	16,895
	Tax	4,050	3,808
	Net profit for the period	**14,268**	**13,087**
	Balance sheet:		
	Loans	1,675,034	1,589,806
	Trading portfolio assets	552,920	559,631
	Assets in Non-core	20,844	29,094
	Other assets	1,299,771	1,169,521
	Total assets	**3,548,569**	**3,348,051**
	Deposits	872,027	823,608
	Bonds issued by Realkredit Danmark	715,730	687,554
	Trading portfolio liabilities	479,244	445,553
	Liabilities in Non-core	3,549	9,225
	Other liabilities	1,317,753	1,220,514
	Total liabilities	**3,388,303**	**3,186,454**
	Additional tier 1 etc.	**11,461**	**11,497**
	Shareholders' equity	**148,806**	**150,101**

	Statement of no material adverse change **Description of significant changes to financial or trading position**	There has been no material adverse change in the prospects of the Issuer since 31 December 2015, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared. There has been no significant change in the financial position of the Issuer or of the Issuer and its subsidiaries taken as a whole since 30 September 2016, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared[3].
B.13	**Recent events materially relevant to an evaluation of the Issuer's solvency**	Not Applicable - There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	**Dependence on other entities within the Group**	See Element B.5. Not Applicable – The Issuer is not dependent on any other entities within the Group.

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[3] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "30 June 2016" have been deleted and the words "30 September 2016" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first nine month period ended 30 September 2016.

B.15	**Principal activities**	The Group is the leading financial service provider in Denmark (Source: Finansrådet (Danish Bankers' Association)) – and one of the largest in the Nordic region – measured by total assets as at 31 December 2015. 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 and Norway.
B.16	**Controlling shareholders**	Not Applicable – The Issuer is not aware of any shareholder or group of connected shareholders who directly or indirectly control the Issuer.
B.17 (*Applicable for Annexes V and XIII*)	**Credit ratings assigned to the Issuer**	As at the date of the Base Prospectus, the Issuer has been rated by the following rating agencies: 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	A2	A	A
senior unsubordinated short-term debt/short-term Issuer default rating	P-1	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 ordinary, non-preferred, unsubordinated and unsecured obligations (including liabilities in respect of deposits) of the Issuer, present and future save for certain mandatory exceptions provided by law, including those required as a result of the Bank Recovery and Resolution Directive (Directive 2014/59/EU) as implemented into Danish 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:

(Leverage x Relevant Rate) + Margin

For the purposes of the above:

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

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

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

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

[TABLE

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

(*Specify for each interest period*)]]

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

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

For the purposes of the above:

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

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

| "**Cap**" | = | [[●]%/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:

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

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]

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"**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*)]]

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[*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]

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		"**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:

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

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*), [[*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:

$$[CA\ [x\ t]\ x\ \text{Specified Rate}][-\ \text{Paid Interest}]$$

$$[CA\ x\ \text{Max}\ [\text{Specified Rate; Relevant Autocall Interest Performance -}\ \text{Autocall Strike}]]$$

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

"**Autocall Interest Performance**" means, in respect of [the/a] Reference Item and a specified interest determination date (*t*), the [level/price/rate/value] of such Reference Item on such specified interest determination date (*t*) DIVIDED BY the [average/highest/lowest[4]] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period[5]], 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

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[4] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.
[5] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

		1	[●]	[●]	[●]%	[●]
		…	[●]	[●]]	[●]%]	[●]]]

<div align="center">(Specify for each Interest Period)]]</div>

		[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]) [●][6]
		["**valuation period dates**" for the initial valuation period = [Each [●] [, [●] and [●]] falling during the initial valuation period] (each such date subject to [[modified] postponement / omission])][7]
		["**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

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[6] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission]) " are deleted.

[7] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

		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/highest/lowest[8]] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]]/on any valuation period date during the initial valuation period[9]], 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	[●]	[●]%
…	[●]	[●]%]

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[8] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.
[9] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

[*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]) [●]¹⁰]

["**valuation period dates**"
for the initial valuation period = Each [●] [, [●] and [●]] falling during the initial valuation period (each such date subject to [[modified] postponement / omission])]¹¹

["**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)

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¹⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission]) " are deleted.
¹¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

		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 Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq 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 Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the Nasdaq 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 (*Applicable for Annex XII*)	**Description of how the value of the investment is affected by the value of the underlying instrument(s)**	[[The Notes are [fixed/variable] rate Notes [which are [[Capped/Floored/Collared/Reverse] Floating Rate Notes / Steepener Notes / Snowball Notes / Range Accrual Notes / Binary Rate Notes / Inflation-Linked Interest Notes]] [and interest/Interest] in respect of the Notes is determined by reference to the performance of the Reference Item] [adjusted to reflect changes in the specified exchange rate] (*or specify a combination of the above*) and the redemption amount payable under the Notes is [[●]% of the aggregate principal amount / linked to the performance of the Reference Item specified in Element C.20 below] [adjusted to reflect changes in the specified exchange rate]. [The principal amount payable at maturity will be subject to a minimum redemption amount of [●]% of the calculation amount[, subject as provided below,] [and the Final Redemption Amount may be less than par].] [The Notes are also Credit-Linked Notes. Following the occurrence of a Credit Event in respect of [the/a/[nth]] Reference [Entity/Entities] (being, [a bankruptcy] [or] [a failure to pay] [or] [an obligation default] [or] [an obligation acceleration] [or] [a repudiation/moratorium] [or] [a restructuring] [or] [a governmental intervention] in respect of the [relevant] Reference Entity or specified obligations thereof), [*Single Reference Entity/First-to-Default/Nth-to-Default CLNs - Fixed Amount Notes/Range Accrual Notes*: no interest will be paid on any interest payment date falling on or after the credit event observation date following the relevant credit event determination date or if the credit event determination date falls prior to the first credit event observation date, no interest will be paid] [*Single Reference Entity/First-to-Default/Nth-to-Default CLNs - Fixed Accrual Notes/Variable Rate Notes (other than Range Accrual Notes); Accrual of Interest upon Credit Event: Not Applicable*: interest in respect of the Notes will cease to accrue from the interest period date falling prior to the credit event observation date following the credit event determination date or,

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

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

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

where "Aggregate Portfolio Loss" is determined as of the relevant day and is as set out in Element C.18 below provided that where any Final Price is not determined as of the relevant date such Final Price will be deemed to be zero and provided further that "TUC" will be determined as if the Notes were being redeemed as of the relevant day. Where any Final Price is deemed to be zero, the Calculation Agent will calculate the shortfall (if any) in any amount(s) of interest paid prior to such Final Price being determined on the basis of the amount of interest which would have been payable had the relevant Final Price been determined as of the related Credit Event Determination Date. The Issuer will pay in respect of such Note and each such Final Price for which the relevant shortfall has been calculated, the relevant shortfall(s) relating to that Note on the next following Interest Payment Date or, if none, the Credit Event Redemption Date but without any additional interest or other amount in respect of the relevant delay(s).

[*Nth-to-Default CLNs* – The credit event determination date will be deemed to have occurred only as of the day on which the calculation agent determines that a credit event determination date has occurred in respect of [*specify number*] of Reference Entities.]

[See also Element C.18 below.]

[**C.16** (*Applicable for Annex XII*)	**Maturity date and final reference date**	The maturity date is [●]. The final reference date is the [final [valuation/averaging] date specified in Element C.18 below].]

[**C.17** (*Applicable for Annex XII*)	**Settlement procedure of derivative securities**	The Notes are cash settled Notes.]

[**C.18** (*Applicable for Annex XII*)	**Return on derivative securities**	The interest amounts (if any) and the redemption amount due at maturity are determined as follows: ***Interest*** [*Fixed Rate Notes*: [Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to ((([and including/but excluding])) [●]]] at the fixed rate of [●] per cent. [per annum].] [*Variable Rate Notes*: The Notes are [[Capped/Floored/Collared/Reverse] Floating Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range Accrual Notes] / [Binary Rate Notes] / [Inflation-Linked Interest Notes] [*specify combination of the above*]. [The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]
		[Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/for the interest period[s] specified below] at a variable rate calculated by reference to [the Relevant Rate/Reference 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: (Leverage x Relevant Rate) + Margin

For the purposes of the above:

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

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

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

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

[TABLE

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

(*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:

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:

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

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 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*), 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 Determination Date	[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/highest/lowest[12]] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period[13]], 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:

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[12] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.
[13] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

		"**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/highest/lowest[14]] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period[15]], 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)] |

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[14] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

[15] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

[*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:

$$\text{RPA x Max [Performance Floor;(PR x Reference Price}_f)] \text{ x OFX}$$

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:

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

For the purposes of the above:

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

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

Where:

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"**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]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[16]

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

"**Performance Floor**"   =   [[●]%/Zero]

"**PR**"   =   [[●]%/100%]

"**Strike**"   =   [●]%/100%]

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

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

For the purposes of the above:

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

$$CA \times \text{Max} [\text{Performance Floor}, (PR \times \text{Put Performance})] \times OFX$$

Where:

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[16] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●]], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

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"**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]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[17]

"**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%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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[17] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

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"**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]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[18]

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

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

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

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

For the purposes of the above:

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

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[18] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage

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

"**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

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[19] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

For the purposes of the above:

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

$$CA \times Max\ [Performance\ Floor, (PR \times Individually\ Capped\ Performanc] \times OFX$$

Where:

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

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

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

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

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

"**Performance**" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage[20]

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

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

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[20] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage".

		"**Strike**" = [[●]%/100%]]

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

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

For the purposes of the above:

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

$$CA \times \text{Max [Performance Floor, (PR} \times \text{Fixed Best Call Performance)]} \times 0$$

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]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[21]

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[21] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period DIVIDED BY [[□], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

		"**Relevant Principal Amount**" ("**RPA**") means the CA multiplied by [●]% multiplied by PFX
		"**Performance Floor**" = [[●]%/Zero]
		"**PR**" = [[●]%/100%]
		"**Strike**" = [[●]%/100%]]

		[The Reference Item-Linked Redemption Amount shall be the "**Rainbow Call Redemption Amount**" determined by reference to the following formula:
		RPA + Reference Item Amount
		For the purposes of the above:
		"**Reference Item Amount**" means an amount determined by reference to the following formula:
		CA x Max [Performance Floor, (PR x Rainbow Call Performance)] x OF
		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]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[22]
		"**Rainbow Call Performance**" means the sum of the weighted Call Performances for each of the Reference Items

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[22] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

For the purposes of such determination, the weighting of each Reference Item shall be determined as follows: the Call Performance of each Reference Item shall ranked in order of the highest such Call Performance to the lowest such Call Performance and the weighting assigned to each Reference Item shall depend on the order in which it is so ranked, as follows:

Ranking	Weighting
Best performing	[●]%
…	[●]%
Worst performing	[●]%

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

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

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

$$RPA + Reference\ Item\ Amount$$

For the purposes of the above:

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

$$CA \times Max\ [Performance\ Floor,\ (PR \times Quadratic\ Call\ Performance)] \times OFX$$

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 initial [[averaging/valuation] date[s]/valuation period], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage[23]

"**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 C

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]

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[23] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage".

"**Performance**" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage[24]

"**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

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[24] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage".

Outperformance Element 1 MINUS (ii) [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] comprising Outperformance Element 2

"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[25]

"**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:

$$RPA + Reference\ Item\ Amount$$

For the purposes of the above:

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

$$CA \times Max\ [Performance\ Floor,\ (PR \times Replacement\ Cliquet\ Performanc \\ \times OFX$$

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

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[25] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage"

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:

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

For the purposes of the above:

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

$$CA \times Max\,[\text{Performance Floor, (PR x Lock-in Cliquet Performance)}] \times OFX$$

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:

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

For the purposes of the above:

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

$$CA \times \text{Max}\,[\text{Performance Floor},\,(PR \times \text{Super Asian Performance})] \times OF$$

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/highest/lowest[26]] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period[27]], 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]

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[26] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.
[27] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

		"**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:

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

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:

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

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

Where:

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

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

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

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

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

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

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

"**Performance**" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest]

| | | [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[28]

"**Relevant Principal Amount**" ("**RPA**") means the CA multiplied by [●]% multiplied by PFX | | |
| --- | --- | --- | --- | --- |
| 29 | | "**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:

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

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

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

"**Call Performance**" means the Performance of the Reference Item MINUS Strike |
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[28] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[29] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

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

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

"**Performance**" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[30]

"**Relevant Principal Amount**" ("**RPA**") means the CA multiplied by [●]% multiplied by PFX |
| [31] | | "**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: |

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[30] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[31] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

$$CA \times Fixed\ Performance \times OFX$$

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

Where:

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

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

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

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

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

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

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[32] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

CA x Highest Fixed Performance x OFX

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

Where:

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

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

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

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

["**European Barrier Event**" means the Call Performance is greater than or equal to any Barrier]

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

"**FX Option Conversion**": [Applicable and "**OFX**" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], 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]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the final valuation period], expressed as a percentage[33]

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[33] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the final valuation period], expressed as a percentage".

34		"**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 Payout Performance)] x O

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

Where:

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

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

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

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

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

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[34] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

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

"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[35]

"**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%]]

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

$$RPA + Reference\ Item\ Amount$$

For the purposes of the above:

"**Reference Item Amount**" means:

(i)   if a Barrier Event has occurred, zero

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

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

Where:

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[35] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[36] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

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

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

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

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

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

"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period, the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[37]

"**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%]

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[37] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period, the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[38] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["**Bermudan Observation Dates**" = [●]]" are deleted.

		"**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:

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

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

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

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

"**FX Option Conversion**": [Applicable and "**OFX**" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], 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 Payout Performance]

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

40		"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[39] "**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**"

"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

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[39] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[40] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

$$[CA - (CA \times Max\,[Performance\;Floor,\,(PR \times Put\;Performance)])]$$

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

(iii)   [in the case of American Valuation, if Observed Performance has at any time been less than 100%, an amount determined by reference to the following formula

$$[CA - (CA \times Max\,[Performance\;Floor,\,(PR \times Put\;Performance)$$

(iv)   [otherwise, in the case of American Valuation, CA]

(v)   [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than 100%, an amount determined by reference to the following formula

$$[CA - (CA \times Max\,[Performance\;Floor,\,(PR \times Put\;Performance)$$

(vi)   [otherwise, in the case of Bermudan Valuation, CA]

Where:

"**Observed Performance**" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest[41]] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period[42]], expressed as a percentage

"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[43]

"**Put Performance**" means Strike MINUS Relevant Performance

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

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

44   "**Performance Floor**"   =   [[●]%/Zero]

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[41] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

[42] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

[43] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[44] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

$$[CA - (CA \times Max [Performance Floor, (PR \times Put Performance)])]$$

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

(iii)   [in the case of American Valuation, if Observed Performance has at any time been less than the Barrier, an amount determined by reference to the following formula:

$$[CA - (CA \times Max [Performance Floor, (PR \times Put Performance)$$

(iv)   [otherwise, in the case of American Valuation, CA]

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

$$[CA - (CA \times Max [Performance Floor, (PR \times Put Performance)$$

(vi)   [otherwise, in the case of Bermudan Valuation, CA]

Where:

"**Observed Performance**" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest[45]] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period[46]], expressed as a percentage

"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[47]

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[45] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

[46] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

[47] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final

48		"**Put Performance**" means Strike MINUS Relevant Performance
		"**Relevant Performance**" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]
		"**Valuation**" means [American/Bermudan/European] Valuation

"**Barrier**"	=	[●]%
"**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) [in the case of European Valuation, if Relevant Performance is less than the Put Barrier, an amount determined by reference to the following formula:

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

(ii) [in the case of European Valuation, if Relevant Performance is equal to or greater than the Put Barrier but less than the Call Barrier, CA]

(iii) [in the case of European Valuation, if Relevant Performance is equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

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

(iv) [in the case of American Valuation, if Observed Performance has at any time been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

$$[CA - (CA \times Max [Performance \; Floor_{Put}, (PR_{Put} \times Put \; Performa$$

(v) [in the case of American Valuation, if Observed Performance has at all times been equal to or greater than the Put Barrier but less than the Call Barrier, CA]

(vi) [in the case of American Valuation, if Observed Performance has at any time been equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

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

[48] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

(vii) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

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

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

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

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

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]

"**Observed Performance**" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest[49]] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period[50]], expressed as a percentage

"**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[51]

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[49] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

[50] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

[51] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

52		"**Put Performance**" means Put Strike MINUS Relevant Performance
		"**Relevant Performance**" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]
		"**Valuation**" means [American/Bermudan/European] Valuation

"**Call Barrier**"	=	[●]%
"**Call Strike**"	=	[[●]%/100%]
"**Put Barrier**"	=	[●]%
"**Put Strike**"	=	[[●]%/100%]
"**Performance Floor$_{Call}$**"	=	[[●]%/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)   [in the case of European Valuation, if Relevant Performance is less than the Put Barrier, an amount determined by reference to the following formula:

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

(ii)   [in the case of European Valuation, if Relevant Performance is equal to or greater than the Put Barrier but less than the Call Barrier, CA]

(iii)   [in the case of European Valuation, if Relevant Performance is equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

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

(iv)   [in the case of American Valuation, if Observed Performance has at any time been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

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

(v)   [in the case of American Valuation, if Observed Performance has at all times been equal to or greater than the Put Barrier but less than the Call Barrier, CA]

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52 By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

(vi) [in the case of American Valuation, if Observed Performance has at any time been equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

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

(vii) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

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

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

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

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

Where:

"**Call Performance**" means Relevant Performance MINUS Call Strike

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

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

"**Observed Performance**" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest[53]] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period[54]], expressed as a percentage

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

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[53] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.
[54] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

		Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage[55]		
		"**Put Performance**" means Put Strike MINUS Relevant Performance		
		"**Relevant Performance**" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]		
		"**Valuation**" means [American/Bermudan/European] Valuation		
56		"**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) [57]if [Relevant/Observed][58] Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been][59] less than the Put Barrier and [Relevant/Observed][60] Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been][61] less than the Call Barrier, an amount determined by reference to the following formula:
		$$[CA - (CA \times Max\ [Performance\ Floor_{Put}, (PR_{Put} \times Put\ Performance)])]$$

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[55] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

[56] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

[57] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

[58] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

[59] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

[60] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

[61] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

(ii)   [62]if [Relevant/Observed][63] Performance of the Put Element [is/has at any time been/has on any Bermudan Observation Date been][64] equal to or greater than the Put Barrier and [Relevant/Observed][65] Performance of the Call Element [is/has at any time been/has on any Bermudan Observation Date been][66] less than the Call Barrier, CA]

(iii)   [67]if [Relevant/Observed][68] Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been][69] equal to or greater than the Call Barrier and [Relevant/Observed][70] Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been][71] equal to or greater than the Put Barrier, an amount determined by reference to the following formula:

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

(iv)   otherwise[72], an amount determined by reference to the following formula:

$$[CA - (CA \times Max [\text{Performance Floor}_{Put}, (PR_{Put} \times Put\ Performance)]) $$
$$(CA \times Max [\text{Performance Floor}_{Call}, (PR_{Call} \times Call\ Performance)] \times OFX$$
[73]

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]

"**Observed Performance**" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest[74]] [initial price/level/price/rate/value] of such Reference Item [on the initial

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[62] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

[63] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

[64] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at any time been/has on any Bermudan Observation Date been]" are substituted therefor.

[65] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

[66] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at any time been/has on any Bermudan Observation Date been]" are substituted therefor.

[67] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

[68] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

[69] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

[70] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

[71] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

[72] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation 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" are deleted and the word "otherwise" substituted therefor.

[73] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (v) to (xii) are deleted.

[74] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

averaging/valuation] date[s]/on any valuation period date during the initial valuation period[75]], expressed as a percentage

"**Performance**" means, in respect of [the/a] Reference Item comprising the Put Element or the Call Element and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage[76]

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

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

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

"**Call Barrier**"	=	[●]%
"**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 "**General Redemption Amount**" determined by reference to the following formula:

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[75] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

[76] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""**Performance**" means, in respect of [the/a] Reference Item comprising the Put Element or the Call Element and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage".

[77] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

$$CA \times \left[1 + \sum_{j=1} GRCV \right]$$

For the purposes of the above:

"**General Redemption Component Value**" or "**GRCV**" means, in respect of a General Redemption Component, a percentage calculated by the Calculation Agent by reference to the following:[78]

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

$$PR_m \times \text{Relevant Performance} + \text{Digital Level}_m$$

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

$$PR_m \times \text{Relevant Performance} + \text{Digital Level}_m$$

Where:

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

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

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

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[78] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words ""**General Redemption Component Value**" or "**GRCV**" means on the basis of the General Redemption Component a percentage calculated according to the following:" are deleted and replaced by ""**General Redemption Component Value**" or "**GRCV**" means, in respect of a General Redemption Component, a percentage calculated by the Calculation Agent by reference to the following:"

TABLE

[In respect of General Redemption Component [●]:[79]

Performance Interval Number (*m*)	Starting Performance Interval Point	Ending Performance Interval Point	Participation Rate	Digital Level
[●]	[●]	[●]	[●]	[●]
(*insert number i.e. 1, 2 etc. starting with lowest Performance Interval Point*)				

(*repeat each line for each Performance Interval*)]

(*Repeat for each General Redemption Component*)[80]

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

$$CA \times [(1 – Relevant\ Weighting) – UC] \times PFX$$

For the purposes of the above:

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

"**Barrier Level**" means, in respect of a Reference Item, [●]% of the [average/highest/lowest[81]] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period][82]

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

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

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

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[79] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the paragraphs beginning from the paragraph "Where:" to the paragraph "[In respect of General Redemption Component [●]:" are inserted.

[80] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(*Repeat for each General Redemption Component*)" are inserted.

[81] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

[82] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period]" are inserted.

		"**Relevant Weighting**" means the sum of the weightings of each of the Reference Items in respect of which a Barrier Event has occurred
		"**UC**" means a pro rata portion of the sum of all costs and expenses, taxes and duties incurred by the Issuer and/or its affiliates or agents in connection with the redemption of the Notes and/or the termination of hedging transactions in relation to the Notes

		[*Valuation*
		(*In relation to Non-Protected Knock-in Put with Call Redemption Amount (Booster), repeat the following sections as necessary for each of the Call Element and the Put Element*) (*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)
		[Redemption Valuation Provisions relating to the [Put/Call] Element:] [Redemption Valuation Provisions relating to General Redemption Component [●]:][83]
		["**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]) [●][84]
		["**valuation period dates**" for the initial valuation period = Each [●] [, [●] and [●]] falling during the initial valuation period (each such date subject to [[modified] postponement / omission])][85]
		["**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][86]
		["**valuation period dates**"

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[83] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the first two paragraphs under the heading "[Valuation" are inserted.
[84] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission])" are deleted.
[85] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.
[86] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission])" are deleted.

		for the final valuation period	=	Each [●] [, [●] and [●]] falling during the final valuation period (each such date subject to [[modified] postponement / omission])][87]
		["**periodic valuation date[s]**"	=	[●], [●] and [●] (subject to [[modified] postponement / omission])]
		["**Bermudan observation dates**" =		[●], [●] and [●] (subject to [[modified] postponement / omission])][88]
		["**observation period**"	=	from ([but excluding/and including]) [●] to ([and including/but excluding]) [[●]/the specified final valuation date]]
		["**valuation period**"	=	from ([but excluding/and including]) [●] to ([and including/but excluding]) [●]]
		["**valuation period dates**" for the valuation period	=	Each [●] [, [●] and [●]] falling during the valuation period (each such date subject to [[modified] postponement / omission])][89]

		[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)]]

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[87] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

[88] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan observation dates" = [●], [●] and [●] (subject to [[modified] postponement / omission])]" are inserted.

[89] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

[*Inflation-Linked Notes*: **Adjustments**

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

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

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

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

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

"**Credit Event Redemption Date**" means [*Other than Portfolio CLNs*: the day falling [three/*other*] Business Days after (i) the calculation of the final price[,] [or] (ii) the auction final price determination date, provided that the Credit Event Redemption Date shall not fall earlier than the auction settlement date [*Zero/Set Recovery Notes*:, or (iii) the credit event determination date], in each case in respect of the reference entity the occurrence of a credit event determination date in respect of which results in the Notes becoming redeemable [*Maturity Credit Event Redemption applicable*:; or, if later, the

Maturity Date subject to adjustment]][*Portfolio CLNs which are not Zero/Set Recovery Notes*: the later of (a) the day falling [three/*other*] Business Days following (i) the calculation of the final price or (ii) the auction final price determination date (or, if later, the related auction settlement date) in respect of each reference entity for which a credit event determination date has occurred and for which the final price or auction final price is relevant for the determination of the Credit Event Redemption Amount and (b) the Maturity Date, subject to adjustment] [*Portfolio CLNs which are Zero/Set Recovery Notes*: the later of (a) the day falling [three/*other*] Business Days following the date as of which a credit event determination date has occurred or is determined not to have occurred in respect of each reference entity which is relevant for the determination of the Credit Event Redemption amount and (b) the Maturity Date, subject to adjustment.]

"**Credit Event Redemption Amount**" means:

[[*specify*]]/

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

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

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

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

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

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

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

Where:

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

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

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

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

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

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

["**TUC**" means each Note's *pro rata* portion of the Unwind Costs;]

"**RENA**" is the Reference Entity Notional Amount[, with "**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 "**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, which shall not be greater than 100%] [*specify the Set/Zero Recovery Price*][, with "**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] [the [Call/Put] Element] [General Redemption Component [●]] [and] [FX[90] [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)]] [Fund Interest] [FX Rate] [Commodity]	[●] [and [●]]	[●]]

(*specify for each Reference Item, for interest and/or redemption separately (if applicable), for each Put or Call Element relating to a payout, for each General Redemption Component[91] 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**	[Application has been made to the [Irish Stock Exchange plc]/[the Nasdaq Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq 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 Copenhagen A/S] / [the Nasdaq

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[90] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[and FX" are deleted and replaced by the words "[the [Call/Put] Element] [General Redemption Component [●]] [and] [FX".

[91] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "element relating to a payout" are deleted and replaced by the words "Put or Call Element relating to a payout, for each General Redemption Component".

	Prospectus has been published	Stockholm AB] / [the Nasdaq 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, litigation and regulatory risk, insurance risk, pension risk and business risk; • regulatory changes could materially affect the Issuer's business; • the Issuer faces increased capital and liquidity requirements as a result of the Basel III Framework; • 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 S.A., investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer/because the VP Systems Notes are dematerialised securities, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer,] [investors who purchase Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued,] the recognition as eligible collateral for the Eurosystem and intra-day credit operations by the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem 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**	The net proceeds from each issue of Notes will be applied by the Issuer to meet part of its general financing requirements.

	and/or hedging certain risks	
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.]

SCHEDULE 2

AMENDMENTS TO DESCRIPTION OF THE NOTES

1.   The determination of any initial or final value in respect of any relevant Reference Item(s) (other than any Fund) for the purposes of the description of any performance calculation set out in Section B.2 (*Description of the Notes*) of the Base Prospectus shall be amended such that any such initial or final value may be determined as the highest or lowest value on certain dates during a specified valuation period where "Look-Back" is specified as applicable for the relevant determination.

2.   The description of the "Reference Item-Linked Redemption Amount = Non-Protected Knock-in Put with Call Redemption Amount (Booster)" set out in paragraph 42 of Section B.2 (*Description of the Notes*) of the Base Prospectus shall be amended as follows:

   (a)   by the insertion of the words ", which may each be valued on different valuation dates or during different periods" after the words "and the "**Call Element**")" on the fourth line of the first paragraph thereof; and

   (b)   by the deletion of sub-paragraphs (i) to (xii) thereof and the substitution of the following therefor:

   "(i)   (1) if European Valuation is specified for the Put Element in the relevant Issue Terms, if Relevant Performance$_1$ is, or (2) if American Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has at all times been, or (3) if Bermudan Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has on all Bermudan Observation Dates been, less than the Put Barrier and (A) if European Valuation is specified for the Call Element in the relevant Issue Terms, Relevant Performance$_2$ is, or (B) if American Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has at all times been, or (C) if Bermudan Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has on all Bermudan Observation Dates been, less than the Call Barrier, an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

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

   (i)   (1) if European Valuation is specified for the Put Element in the relevant Issue Terms, if Relevant Performance$_1$ is, or (2) if American Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has at any time been, or (3) if Bermudan Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has on any Bermudan Observation Date been, equal to or greater than the Put Barrier and (A) if European Valuation is specified for the Call Element in the relevant Issue Terms, Relevant Performance$_2$ is, or (B) if American Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has at any time been, or (C) if Bermudan Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has on any Bermudan Observation Date been, less than the Call Barrier, an amount in the Specified Currency equal to the Calculation Amount; or

   (ii)   (1) if European Valuation is specified for the Call Element in the relevant Issue Terms, if Relevant Performance$_2$ is, or (2) if American Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has at all times been, or (3) if Bermudan Valuation is specified for the Call Element in the relevant Issue

Terms, if Observed Performance$_2$ has on all Bermudan Observation Dates been, equal to or greater than the Call Barrier and (A) if European Valuation is specified for the Put Element in the relevant Issue Terms, Relevant Performance$_1$ is, or (B) if American Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has at all times been, or (C) if Bermudan Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has on all Bermudan Observation Dates been, equal to or greater than the Put Barrier, an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

$$[CA + (CA \times \text{Max} [\text{Performance Floor}_{Call}; (PR_{Call} \times \text{Call Performance})] \times OFX)]$$

(iii) otherwise, an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

$$\begin{bmatrix} CA - (CA \times \text{Max} [\text{Performance Floor}_{Put}; (PR_{Put} \times \text{Put Performance})]) + \\ (CA \times \text{Max} [\text{Performance Floor}_{Call}; (PR_{Call} \times \text{Call Performance})] \times OFX) \end{bmatrix}_{,,}$$

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SCHEDULE 3

AMENDMENTS TO THE CONDITIONS

AMENDMENTS TO REFERENCE ITEM SCHEDULE 4 (*INDEX-LINKED NOTES*)

The following amendments are made to Reference Item Schedule 4 (*Index-Linked Notes*) set out in the Base Prospectus:

1.   Reference Item Condition 4.4 (*Definitions*)

(a)   The definition of "Valuation Date" shall be amended by the insertion of the words "this Reference Item Schedule 4 (*Index-Linked Notes*)," after the words "designated as such in" on the first and second lines thereof.

(b)   The definition of "Valuation Period Date" shall be deleted and replaced by the following:

""**Valuation Period Date**" means, in respect of a Valuation Period, each of the dates specified in the relevant Issue Terms falling during such Valuation Period or, if no such dates are so specified:

(i)   where the Notes are specified in the relevant Issue Terms to relate to a single Index, each Scheduled Trading Day falling during such Valuation Period; and

(ii)   where the Notes are specified in the relevant Issue Terms to relate to a Basket of Indices, each day which is a Scheduled Trading Day for all the Indices falling during such Valuation Period,

in each case, each such date being a "Valuation Date"; and".

AMENDMENTS TO REFERENCE ITEM SCHEDULE 5 (*EQUITY-LINKED NOTES*)

The following amendments are made to Reference Item Schedule 5 (*Equity-Linked Notes*) set out in the Base Prospectus:

2.   Reference Item Condition 5.3 (*Definitions*)

(a)   The definition of "Valuation Date" shall be amended by the insertion of the words "this Reference Item Schedule 5 (*Equity-Linked Notes*)," after the words "designated as such in" on the first and second lines thereof.

(b)   The definition of "Valuation Period Date" shall be deleted and replaced by the following:

""**Valuation Period Date**" means, in respect of a Valuation Period, each of the dates specified in the relevant Issue Terms falling during such Valuation Period or, if no such dates are so specified:

(i)   where the Notes are specified in the relevant Issue Terms to relate to a single Underlying Equity, each Scheduled Trading Day falling during such Valuation Period; and

(ii)   where the Notes are specified in the relevant Issue Terms to relate to a Basket of Underlying Equities, each day which is a Scheduled Trading Day for all the Underlying Equities falling during such Valuation Period,

in each case, each such date being a "Valuation Date"; and".

AMENDMENTS TO REFERENCE ITEM SCHEDULE 7 (*CURRENCY-LINKED NOTES*)

The following amendments are made to Reference Item Schedule 7 (*Currency-Linked Notes*) set out in the Base Prospectus:

3.   Reference Item Condition 7.2 (*Definitions*)

(a)   The definition of "Valuation Date" shall be amended by the insertion of the words "this Reference Item Schedule 7 (*Currency-Linked Notes*)," after the words "designated as such in" on the first and second lines thereof.

(b)   The definition of "Valuation Period Date" shall be deleted and replaced by the following:

""**Valuation Period Date**" means, in respect of a Valuation Period, each of the dates specified in the relevant Issue Terms falling during such Valuation Period or, if no such dates are so specified:

(i)   where the Notes are specified in the relevant Issue Terms to relate to a single Currency Pair, each Currency Business Day falling during such Valuation Period; and

(ii)   where the Notes are specified in the relevant Issue Terms to relate to a single Cross-rate or a Basket of FX Rates (whether or not comprising one or more Cross-Rates), each day which is a Currency Business Day for all the Currency Pairs falling during such Valuation Period,

in each case, each such date being a "Valuation Date"; and".

AMENDMENTS TO REFERENCE ITEM SCHEDULE 8 (*COMMODITY-LINKED NOTES*)

The following amendments are made to Reference Item Schedule 8 (*Commodity-Linked Notes*) set out in the Base Prospectus:

4.   Reference Item Condition 8.4 (*Definitions*)

(a)   The definition of "Valuation Date" shall be amended by the insertion of the words "this Reference Item Schedule 8 (*Commodity-Linked Notes*)," after the words "designated as such in" on the first and second lines thereof.

(b)   The definition of "Valuation Period Date" shall be deleted and replaced by the following:

""**Valuation Period Date**" means, in respect of a Valuation Period, each of the dates specified in the relevant Issue Terms falling during such Valuation Period or, if no such dates are so specified:

(i)   where the Notes are specified in the relevant Issue Terms to relate to a single Commodity, each Commodity Business Day falling during such Valuation Period; and

(ii)   where the Notes are specified in the relevant Issue Terms to relate to a Basket of Commodities, each day which is a Commodity Business Day for all the Commodities falling during such Valuation Period and Common Pricing shall be deemed to apply,

in each case, each such date being a "Valuation Date"".

AMENDMENTS TO PAYOUT SCHEDULE 2 (*REDEMPTION*)

The following amendments are made to Payout Schedule 2 (*Redemption*) set out in the Base Prospectus:

5.   Additional Provisions

Redemption Payout Condition 4.4 (*Additional provisions*), Redemption Payout Condition 5.4 (*Additional provisions*), Redemption Payout Condition 11.4 (*Additional provisions*), Redemption Payout Condition 12.4 (*Additional provisions*) and Redemption Payout Condition 13.4 (*Additional provisions*) shall be deleted.

6.   Redemption Payout Condition 29 (*Non-Protected Knock-in Put with Call Redemption Amount (Booster)*)

(a)   The following paragraph shall be inserted after the first paragraph of Redemption Payout Condition 29.1 (*Non-Protected Knock-in Put with Call Redemption Amount (Booster) - Application*):

"For the purposes of this Redemption Payout Condition 29, the valuations in respect of the Reference Item(s) in each of the Call Element and the Put Element (for example, but without limitation, the determination of the Valuation Date in respect of such Reference Item(s)) shall be made separately for each of the Put Element and the Call Element.".

(b)   Redemption Payout Condition 29.2 (*Non-Protected Knock-in Put with Call Redemption Amount (Booster) - Formula*) shall be deleted and replaced by the following:

"The "**Non-Protected Knock-in Put with Call Redemption Amount (Booster)**" in respect of each Calculation Amount shall be an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

(iv)   (1) if European Valuation is specified for the Put Element in the relevant Issue Terms, if Relevant Performance$_1$ is, or (2) if American Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has at all times been, or (3) if Bermudan Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has on all Bermudan Observation Dates been, less than the Put Barrier and (A) if European Valuation is specified for the Call Element in the relevant Issue Terms, Relevant Performance$_2$ is, or (B) if American Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has at all times been, or (C) if Bermudan Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has on all Bermudan Observation Dates been, less than the Call Barrier, an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

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

(v)   (1) if European Valuation is specified for the Put Element in the relevant Issue Terms, if Relevant Performance$_1$ is, or (2) if American Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has at any time been, or (3) if Bermudan Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance$_1$ has on any Bermudan Observation Date been, equal to or greater than the Put Barrier and (A) if European Valuation is specified for the Call Element in the relevant Issue Terms, Relevant Performance$_2$ is, or (B) if American Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has at any time been, or (C) if Bermudan Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has on any Bermudan Observation Date been, less than the Call Barrier, an amount in the Specified Currency equal to the Calculation Amount; or

(vi)   (1) if European Valuation is specified for the Call Element in the relevant Issue Terms, if Relevant Performance$_2$ is, or (2) if American Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has at all times been, or (3) if Bermudan Valuation is specified for the Call Element in the relevant Issue Terms, if Observed Performance$_2$ has on all Bermudan Observation Dates been, equal to or greater than the Call Barrier and (A) if European Valuation is specified for the Put Element in the relevant Issue

Terms, Relevant Performance₁ is, or (B) if American Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance₁ has at all times been, or (C) if Bermudan Valuation is specified for the Put Element in the relevant Issue Terms, if Observed Performance₁ has on all Bermudan Observation Dates been, equal to or greater than the Put Barrier, an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

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

(vii)   otherwise, an amount in the Specified Currency determined by the Calculation Agent by reference to the following formula:

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

".

(c)   The definition of "Observed Performance" set out in Redemption Payout Condition 29.3 (*Non-Protected Knock-in Put with Call Redemption Amount (Booster) - Definitions*) shall be amended by the deletion of the word "specified" on the second line of sub-paragraph (iii) thereof and the substitution of the word "specifies" therefor.

(d)   The definition of "Reference Item Observed₁" set out in Redemption Payout Condition 29.3 (*Non-Protected Knock-in Put with Call Redemption Amount (Booster) - Definitions*) shall be amended by:

(i)   the deletion of the words "Reference Item Observed₁" at the beginning of such definition and the substitution of the words "Reference Item Observed_i" therefor; and

(ii)   the insertion of the words "(as defined in the relevant Reference Item Schedule)" after the words "Bermudan Observation Price" on the second and third lines thereof.

7.   Redemption Payout Condition 30 (*General Redemption Amount*)

(a)   The following paragraph shall be inserted after the first paragraph of Redemption Payout Condition 30.1 (*General Redemption Amount - Application*):

"For the purposes of this Redemption Payout Condition 30, the valuations in respect of the Reference Item(s) in each of the General Redemption Components (for example, but without limitation, the determination of the Valuation Date in respect of such Reference Item(s)) shall be made separately for each General Redemption Component.".

(b)   Redemption Payout Condition 30.2 (*General Redemption Amount - Formula*) shall be amended as follows:

(i)   by the deletion of the words "(denoted by n)" after the words "the number of General Redemption Components" in the first paragraph and the substitution of the words "(denoted by *k*)" therefor;

(ii)   by the deletion of the words "(the total number of Performance Interval Points is denoted by *m*)" in sub-paragraph (i) thereof;

(iii)   by the insertion of the words "for each General Redemption Component" after the words "applicable Reference Items" in sub-paragraph (iii) thereof;

(iv) by the insertion of the words ", in each case, for each General Redemption Component" after the words "Final Valuation Date" in sub-paragraph (iv) thereof; and

(v) by the deletion of the formula set out in the definition of "General Redemption Amount" and the substitution of the following therefor:

$$CA \ x \left[1 + \sum\nolimits_{j=1} GRCV \ \right].$$

(c) Redemption Payout Condition 30.3 (*General Redemption Amount - Definitions*) shall be amended as follows:

(i) the insertion of the words "in respect of the relevant General Redemption Component" after the words "this Redemption Payout Condition 30" in the first and second lines of the first paragraph thereof; and

(ii) by the deletion of the words "and the total number of Performance Intervals is denoted by n" after the words "an "**Ending Performance Interval**"" on the third and fourth lines of the definition of "Performance Interval" and the substitution of the words "and each Performance Interval is denoted by m" therefor.

8. Redemption Payout Condition 34 (*Additional Definitions*)

(a) Redemption Payout Condition 34 (*Additional Definitions*) shall be amended as follows:

(i) The deletion of sub-paragraph (iv) of the definition of "Reference Item Initial$_i$" in Redemption Payout Condition 34.1 (*General Definitions*) and the substitution of the following therefor:

"(iv) where "Look-Back" is specified as Applicable in the relevant Issue Terms, an amount equal to:

(a) where "Highest" is specified as Applicable in the relevant Issue Terms, the highest Reference Price for such Reference Item (i) in relation to any Valuation Period Date during the specified Initial Valuation Period; or

(b) where "Lowest" is specified as Applicable in the relevant Issue Terms, the lowest Reference Price for such Reference Item (i) in relation to any Valuation Period Date during the specified Initial Valuation Period;".

(ii) The deletion of sub-paragraph (iii) of the definition of "Reference Item Final$_i$" in Redemption Payout Condition 34.1 (*General Definitions*) and the substitution of the following therefor:

"(iv) where "Look-Back" is specified as Applicable in the relevant Issue Terms, an amount equal to:

(a) where "Highest" is specified as Applicable in the relevant Issue Terms, the highest Reference Price for such Reference Item (i) in relation to any Valuation Period Date during the specified Final Valuation Period; or

(b) where "Lowest" is specified as Applicable in the relevant Issue Terms, the lowest Reference Price for such Reference Item (i) in relation to any Valuation Period Date during the specified Final Valuation Period;".

(iii) The deletion of the definition of "Σ" in Redemption Payout Condition 34.1 (*General Definitions*) and the substitution of the following therefor:

""$\sum$" means the sum of the values determined by reference to the specified formula in respect of each of the Reference Items ($i = 1 \ldots n$), the Valuation Dates ($t = 1 \ldots y$) or the General Redemption Components (j) ($j = 1\ldots k$), or for any other relevant item, as otherwise indicated in the Conditions.".

SCHEDULE 4

AMENDMENTS TO PRO FORMA FINAL TERMS

The following amendments are made to the Pro Forma Final Terms set out in the Base Prospectus:

SECTION F.3 - PRO FORMA FINAL TERMS

Pro Forma Final Terms for an issue of Notes other than Exempt Notes by Danske Bank A/S under the EUR 5,000,000,000 Structured Note Programme.

FINAL TERMS
DATED [●]

Series No. [●]   Tranche No. [●]

DANSKE BANK A/S

EUR 5,000,000,000

Structured Note Programme

Issue of

[Aggregate Principal Amount of Tranche] [Title of Notes]

Any person making or intending to make an offer of the Notes may only do so [:

(i)   in those Non-exempt Offer Jurisdictions mentioned in Paragraph 15 (*Terms and Conditions of the Offer*) of Part B below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or

(ii)   otherwise,] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression "**Prospectus Directive**" means Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area).

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 22 June 2016 [and the Supplement No. [●] dated [●]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Base Prospectus. [A Summary of the Notes (which comprises the Summary in the Base Prospectus, as amended to reflect the provisions of this Final Terms), is annexed to this Final Terms.] The Base Prospectus and this Final Terms is available for viewing at and copies may be obtained from the Central Bank of Ireland's website at *www.centralbank.i.e*.

[*The following alternative language applies if the first Tranche of an issue of Notes which is being increased was issued under a Base Prospectus with an earlier date or if Final Terms in respect of a Non-exempt Offer started under a Base Prospectus with an earlier date is being completed under the Base Prospectus.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [21 June 2013][, as supplemented by Supplement No. 4 dated 19 February 2014][30 September 2013][, as supplemented by Supplement No.3 dated 14 February 2014][20 June 2014][19 September 2014][,as supplemented by Supplement No.1 dated 6 November 2014, Supplement No.2 dated 5 December 2014 and Supplement No.5 dated 24 March 2015][23 June 2015] which are incorporated by reference in the Base Prospectus dated [*current date*][, as supplemented by Supplement No. [●] dated [●]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus, including the Conditions incorporated by reference in the Base Prospectus . Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Base Prospectus, including the Conditions which are incorporated by reference in the Base Prospectus. [A Summary of the Notes (which comprises the Summary in the Base Prospectus, as amended to reflect the provisions of this Final Terms), is annexed to this Final Terms.] The Base Prospectus is available for viewing at and copies may be obtained from the Central Bank of Ireland's website at *www.centralbank.ie*]

[*The following language is only to be inserted in Amended and Restated Final Terms which are prepared as a consequence of the update of a Base Prospectus in respect of the Programme prior to the end of the Offer Period/before the date of admission to trading of the Notes*]

[**Investors should note that the Base Prospectus dated [*original date*] related to the Programme has been superseded by the Base Prospectus dated [*current date*]. Any investor who, as of the date of these amended and restated Final Terms has indicated acceptance of the offer of Notes to which these amended and restated Final Terms relates has the right, within not less than two working days of the date of publication of such amended and restated Final Terms, to withdraw such acceptance. This right to withdraw shall expire at [●] on [*insert date*].**]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.*]

[*When completing any Final Terms, consideration should be given as to whether any information required to complete the Final Terms constitutes "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*]

1.		Issuer:	Danske Bank A/S
2.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[Not Applicable]/[The Notes will be consolidated and form a single Series with [*identify earlier Tranche(s)*] on the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in item 38 below, which is expected to occur on or about [*date*]]
3.		Specified Currency or Currencies:	[●]
4.		Aggregate Principal Amount:	[[●]]

	(i)	[Series:	[●]]
	(ii)	[Tranche:	[●]]

5.   Issue Price: [●] per cent. of the Aggregate Principal Amount [plus accrued interest from [*insert date*] (*if applicable*)] [plus [●] in respect of interest]

6.   (i)   Specified Denominations: [●]

(*N.B. In the case of Notes with a minimum denomination of EUR 100,000 or equivalent, where multiple denominations above EUR 100,000 or equivalent are being used the following sample wording should be followed:*

"[EUR 100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Notes in definitive form will be issued with a denomination above [EUR 199,000")

    (ii)   Calculation Amount: [●]

(*If only one Specified Denomination, insert the Specified Denomination.*

If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations)

7.   (i)   Issue Date: [●]

    (ii)   Interest Commencement Date: [Issue Date/[●]/Not Applicable]

    (iii)   Trade Date: [●]

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*]

9.   Interest Basis: [[●] per cent. Fixed Rate]
[[[Capped/Floored/Collared/Reverse] Floating Rate Notes / Steepener Notes / Snowball Notes / Range Accrual Notes / Binary Rate Notes / Inflation Adjusted Interest Notes] determined by reference to [[●] [month/year] [*Currency*] [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW/OMX Swap Rate] / the Swap Rate]] [which are] [Rate-Linked Interest Notes]

[Inflation-Linked Interest Notes]
[Index-Linked Interest Notes]
[Equity-Linked Interest Notes]
[Fund-Linked Interest Notes]
[Currency-Linked Interest Notes]
[Commodity-Linked Interest Notes]
[Zero Coupon Notes]
[Change of Interest Basis: Applicable]
(further particulars specified at item[s] [24] [25] [and [26(i) / 26(ii) / 26(iii) / 26(iv) / 26(viii) / 26(ix) / 26(vi) / 26(v) / 26(vii)]] [27] [28] [and 29] below)
[Not Applicable – the Notes do not bear or pay any interest]

10.	Redemption/Payment Basis:	[Redemption at [par/[●] per cent.]]

[Inflation-Linked Redemption Notes]
[Index-Linked Redemption Notes]
[Equity-Linked Redemption Notes]
[Fund-Linked Redemption Notes]
[Currency-Linked Redemption Notes]
[Commodity-Linked Redemption Notes]
[and Credit-Linked Redemption Notes]
(further particulars specified at item[s] [34] [and [36(iv) / 36(v)]] below)
[subject to Autocall Early Redemption]

11.	Put/Call Options:	[Call Option/Put Option/Not Applicable]

(further particulars specified in item [30/31] below)

12.	Tax Gross-Up:	[General Condition 8.1 (*Gross-up*) applicable]/[General Condition 8.3 (*No gross-up*) applicable]

(*N.B. Only one of General Condition 8.1 (Gross-up) and 8.3 (No gross-up) should be specified as Applicable. If General Condition 8.1 (Gross-up) is specified as Applicable, General Condition 6.3 (Early redemption for tax reasons) will be applicable and General Condition 8.3 (No gross-up) will not be applicable*)

13.	Date of Board approval for issuance of Notes obtained:	[Not Applicable/*give details*]

(*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO REFERENCE ITEMS AND FX PRINCIPAL/OPTION CONVERSION

14.	**Rate-Linked Provisions**	[Applicable/Not Applicable] [in respect of the Variable Rate Provisions]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

	(i)	Whether the Notes relate to a basket of Underlying Rates or a single Underlying Rate (and if applicable) the relevant weightings:	Single Underlying Rate

(ii) Manner in which the Underlying Rate(s) is/are to be determined: [Screen Rate Determination/ISDA Determination] [Swap Rate Determination and the relevant Underlying Swap Rates will be determined in accordance with [Screen Rate/ISDA] Determination] [As specified in the Table below]

(iii) Screen Rate Determination: [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

    (A) Reference Rate: [[●] [month/year] [*Currency*] [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [OMX Swap Rate] / [As specified in the Table below]

    (B) Relevant Currency: [●] / [As specified in the Table below]

    (C) Designated Maturity: [●] / [As specified in item 14(v) below] / [As specified in the Table below] / [and in/In respect of the [●] Interest Period[s], determined as provided in Reference Item Condition 1.2(iv) (*Linear Interpolation*)]

    (D) Relevant Screen Page: [●] / [As specified in the Table below]

    (E) Relevant Time: [[●] in the Relevant Financial Centre] / [As specified in the Table below]

    (F) Relevant Financial Centre: [●] / [As specified in the Table below]

    (G) Reference Banks: [●] / [As specified in Reference Item Condition 1.3 (*Definitions*)] / [As specified in the Table below]

(iv) ISDA Determination: [Applicable/Not Applicable]

(*If applicable and the Notes relate to more than one Reference Rate, delete the remaining sub-paragraphs of this paragraph and insert the relevant details in the Table below*)

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

    (A) Floating Rate Option: [●] / [As specified in the Table below]

    (B) Designated Maturity: [●] / [As specified in item 14(v) below] / [As specified in the Table below] / [and in/In respect of the [●] Interest Period[s], determined as provided in Reference Item Condition 1.2(iv) (*Linear Interpolation*)]

    (C) Reset Date: [●] / [First day of the relevant Interest Period] / [The relevant Observation Date]

(v) Swap Rate Determination: [Applicable/Not Applicable]

(*If applicable, also complete the relevant provisions of item 14(iii) or 14(iv) above. If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(A)   Designated Maturity of Swap Rate 1:   [●] [As specified in the Table below]

(B)   Designated Maturity of Swap Rate 2:   [●] [As specified in the Table below]

TABLE

Screen Rate Determination

[*i*	Reference Rate	Relevant Currency	Designated Maturity		Relevant Screen Page	Relevant Time	Relevant Financial Centre	Reference Banks
			[Swap Rate 1]	[Swap Rate 2				
1	[[●] [month/year] [*Currency*] [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [OMX Swap Rate]	[●]	[●]	[●]	[●]	[●] in the Relevant Financial Centre	[●]	[●] / [As specified in Reference Item Condition 1.3 (*Definitions*)]
…]	…	…	…	…]	…	…	…	…

ISDA Determination

[*i*	Floating Rate Option	Designated Maturity		Reset Date
		[Swap Rate 1]	[Swap Rate 2	
[1/…	[●]	[●]	[●]	[●]
…]	…	…	…]	…

15.   **Inflation Linked Provisions**   [Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)   The identity of the relevant Inflation Index: [*Insert name of Inflation Index*]

(ii)   Payment Dates: [*Specify*/The provisions of Reference Item Condition 3.3 (*Definitions*) apply]

(iii)	Relevant Determination Date:	[*Specify*/The provisions of Reference Item Condition 3.3 (*Definitions*) apply/As specified in item [35(ii)] below]

(iv)	Number of Months:	*(t)*	*(t - ω)*
		[●]	[●]

(v)	Related Bond:	[Applicable: [*Specify*/Fallback Bond]]/[Not Applicable]
		[Issuer of Related Bond: [●]]
(vi)	Fallback Bond:	[Applicable: [*Specify*/The provisions of Reference Item Condition 3.3 (*Definitions*) apply]
		End Date: [●]]
		[Not Applicable]
(vii)	Period of Cessation of Publication:	[[●] months] / [The provisions of Reference Item Condition 3.2(ii) (*Cessation of Publication*) apply]
(viii)	Revised Index Level:	[No Revision/Revision] shall apply
(ix)	Revision Cut-off Date:	[[●] Business Days prior to [the/each] Payment Date] / [The provisions of Reference Item Condition 3.3 (*Definitions*) apply]
(x)	Manifest Error Cut-off Date:	[[●] Business Days prior to [the/each] Payment Date] / [The provisions of Reference Item Condition 3.3 (*Definitions*) apply]

16.	**Index-Linked Provisions**	[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][92]

(i)	Whether the [Notes/[Put/Call] Element/General Redemption Component] relate[s][93] to a basket of indices or a single index, the	[Basket of Indices/Single Index] [[*Insert name of Index*]/The [Index is/Indices are] as specified in the Table below]

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[92] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[93] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

| | identity of the relevant Index/Indices, whether any such Index is a Designated Multi-Exchange Index and (if applicable) the relevant weightings: | [[The Index is a Designated Multi-Exchange Index]/[[The/Each] Index is a Multi-Exchange Index if so specified in the Table below] |

(*N.B. Designated Multi-Exchange Index only applies in relation to the EURO STOXX Index unless otherwise specifically agreed*)

[W_i, the weighting, for each Index is as specified in [the Table below/item 36(xi)(E) below]]

(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Exchange(s):	[[●]/Principal Exchanges/As specified in the Table below]
(iv)	Related Exchange(s):	[[●]/As specified in the Table below/All Exchanges]
(v)	Valuation Time:	[Reference Item Condition 4.4 (*Definitions*) applies/As specified in the Table below/Scheduled Closing Time/*specify other*]
(vi)	Correction of Index Levels:	Correction of Index Levels [applies/does not apply and any relevant amounts shall be calculated without regard to any subsequently published correction]

(*If Correction of Index Levels does not apply, delete the following sub paragraph*)

| | [Correction Cut-Off Date: | [In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]] |

TABLE

I	Index	Designated Multi-Exchange Index	Exchange	Related Exchange	[Valuation Time	[Initial Price	[W_i
1	[●]	[Yes/No]	[[●]/Principal Exchanges]	[[●]/All Exchanges]	[[●]/Scheduled Closing Time]	[●]	[●]
…	[●]	[Yes/No]	[[●]/Principal Exchanges]	[[●]/All Exchanges]	[[●]/Scheduled Closing Time]	[●]	[●]
n	[●]	[Yes/No]	[[●]/Principal Exchanges]	[[●]/All Exchanges]	[[●]/Scheduled Closing Time]]	[●]]	[●]]

| 17. | **Equity-Linked Provisions** | [Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only] |

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][94]

(i)	Whether the [Notes/[Put/Call] Element/General Redemption Component] relate[s][95] to a basket of equity securities or a single equity security, details relating to the Underling Equity /Equities, the identity of the relevant issuer(s) of the Underlying Equity/Equities, whether any such Underlying Equity is an ETF share and (if applicable) the relevant weightings:	[Basket of Underlying Equities/Single Underlying Equity] [[*Insert type of Underlying Equity*]/The Underlying [Equity is/Equities are] as specified in the Table below] [[The/Each] Underlying Equity is an ETF Share [if so specified in the Table below]] [[*Insert name of Equity Issuer*]/[The Equity Issuer of [the/each] Underlying Equity is the entity specified in the Table below] [W_i, the weighting, for each Underlying Equity is as specified in [the Table below/item 36(xi)(E) below]]
(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Exchange(s):	[[●]/As specified in the Table below]
(iv)	Related Exchange(s):	[[●]/As specified in the Table below/All Exchanges]
(v)	Valuation Time:	[Reference Item Condition 5.3 (*Definitions*) applies/As specified in the Table below/Scheduled Closing Time/*specify other*]
(vi)	Potential Adjustment Events:	[Applicable/Not Applicable] [in respect of each Underlying Equity]
(vii)	Extraordinary Events:	[Applicable/Not Applicable] [in respect of each Underlying Equity]
(viii)	Correction of Underlying Equity Prices:	Correction of Underlying Equity Prices [applies/does not apply and any relevant amounts shall be calculated without regard to any subsequently published correction] (*If Correction of Underlying Equity Prices does not apply, delete the following sub paragraph*)
	[Correction Cut-Off Date:	[In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]

TABLE

i	Underlying Equity	ETF Share	Equity Issuer	Exchange	Related Exchange	[Valuation Time	[Initial Price	[W_i
1	[Common Stock/specify other]	[Yes/No]	[●]	[●]	[[●]/All Exchanges]	[●]	[●]	[●]
…	[Common Stock/specify other]	[Yes/No]	[●]	[●]	[[●]/All Exchanges]	[●]	[●]	[●]
n	[Common Stock/specify other]	[Yes/No]	[●]	[●]	[[●]/All Exchanges]	[●]	[●]]	[●]]

18. **Fund-Linked Provisions**

[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]

(If not applicable, delete the remaining sub–paragraphs of this paragraph)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][96]

(i) Whether the [Notes/[Put/Call] Element/General Redemption Component] relate[s][97] to a basket of Fund Interests or a single Fund Interest, details relating to the Fund Interest(s), the identity of the relevant Fund(s) and (if applicable) the relevant weightings:

[Basket of Fund Interests/Single Fund Interest]

[[*Insert type of Fund Interest*]/The Fund [Interest is/Interests are] as specified in the Table below]

[[*Insert name of Fund*]/[The issuer of [the/each] Fund Interest is the fund specified in the Table below]

[W_i, the weighting, for each Fund Interest is as specified in [the Table below/item 36(xi)(E) below]]

(ii) Initial Price:

[[●]/As specified in the Table below/Not Applicable]

(iii) Potential Adjustment Events:

[Applicable/Not Applicable] [in respect of each Fund Interest]

(iv) Extraordinary Events:

[Applicable/Not Applicable] [in respect of each Fund Interest]

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[96] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[97] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

(v)		Correction of NAV:	Correction of NAV [applies/does not apply and any relevant amount shall be calculated without regard to any subsequently published correction]

(*If Correction of NAVs does not apply, delete the following sub paragraph*)

		[Correction Cut-Off Date:	[In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]
(vi)		Additional Fund-Linked Provisions:	(*Complete prompts (A) – (T) opposite and when completing if applicable include the wording: "*in respect of [all] Fund Interest[s] ([*specify number(s)] shown in the Table below*])*
	(A)	Cut-off Period:	[● Scheduled Redemption Valuation Dates/*insert other*]
	(B)	Deemed Payout Method:	[Applicable/Not Applicable]
	(C)	Extraordinary Fund Events:	[Fund Insolvency Event [for which purpose [each of][●] are specified as a Fund Insolvency Entity/NAV Trigger Event/Adviser Resignation Event/Reporting Disruption]]/[Additional Extraordinary Fund Event]
	(D)	Final Cut-off Date:	[*insert if applicable*]
	(E)	Fund Administrator:	[*insert/*Reference Item Condition 6.5 applies]
	(F)	Fund Adviser:	[*insert details*]
	(G)	Additional Fund Documents:	[*insert if applicable*]
	(H)	Fund Interest Unit:	[*insert*]
	(I)	Fund Service Provider:	[*insert if applicable*]
	(J)	Hypothetical Investor Jurisdiction:	[*insert/*Reference Item Condition 6.5 applies]
	(K)	Redemption Notice Date:	[*insert/*Reference Item Condition 6.5 applies]
	(L)	Redemption Proceeds:	[The Hypothetical Investor will be deemed to have elected [non-]cash payment/Reference Item Condition 6.5 applies]
	(M)	Reference Fund:	[*insert/*Reference Item Condition 6.5 applies]
	(N)	Reference Fund Subscription Date:	[*insert/*Reference Item Condition 6.5 applies]
	(O)	Relevant Price:	[*insert/*Reference Item Condition 6.5 applies]
	(P)	Reported Value Method:	[Applicable/Not Applicable] [and where the Reported Value Convention is [Prior Redemption Valuation Date][Prior Fund Valuation Date][Last Reported

Value][Following Fund Valuation Date][Following Redemption Valuation Date]]

(Q)	Scheduled Redemption Payment Date:	[*insert*/Reference Item Condition 6.5 applies]
(R)	Scheduled Redemption Valuation Date:	[*insert*/Reference Item Condition 6.5 applies]
(S)	Subscription Notice Date:	[*insert*/Reference Item Condition 6.5 applies]
(T)	Valuation Time:	[*insert*/Reference Item Condition 6.5 applies]

TABLE

i	Fund Interest	Fund	[Fund Business Day Centres	[Initial Price	[W_i
1	[●]	[●]	[●]	[●]	[●]
…	[●]	[●]	[●]	[●]	[●]
n	[●]	[●]	[●]]	[●]]	[●]]

19.	**Currency-Linked Provisions**	[Not Applicable] / [Applicable [in respect of FX Interest Conversion] [only] [and] [in respect of FX Principal Conversion] [only] [and] [in respect of FX Option Conversion] [only] [and] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]]

(*Specify for the Reference Item(s) and/or repeat for each of FX Interest Conversion, FX Principal Conversion and FX Option Conversion, as applicable*)

[FX [Interest/Principal/Option] Conversion applies as specified in item 37 below and the provisions of Reference Item Schedule 7 (*Currency-Linked Notes*) shall apply for the determination of the [Interest/Principal/Option] FX Rate]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][98]

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[98] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

(i)	Whether the [Notes/[Put/Call] Element/General Redemption Component] relate[s][99] to a basket of FX Rates or a single FX Rate, the identity of the relevant Currency Pair(s), Subject Currency/Currencies and Base Currency/Currencies and (if applicable) the relevant weightings:	[Basket of FX Rates/Single FX Rate] [The [Interest/Principal/Option] FX Rate shall be determined by reference to the Single FX Rate described below] [[*Insert details of Currency Pair(s), Subject Currency/Currencies and Base Currency / Currencies*]/The Currency Pair[s], Subject Currenc[y/ies] and Base Currenc[y/ies] are as specified in the Table below] [W_i, the weighting, for each FX Rate is as specified in [the Table below/item 36(xi)(E) below]]
(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Relevant FX Screen Page:	[[●]/As specified in the Table below]
(iv)	Valuation Time:	[[●]/As specified in the Table below]
(v)	Currency Business Day Centre(s):	[[●]/As specified in the Table below]
(vi)	Reference Price:	Cross-rate: [Applicable/Not Applicable] [As specified in the Table below] [*Specify for each Cross-rate*: The Reference Price is [the [product/quotient] of] [(i) the [product/quotient] of] [the inverse of] [*insert Relevant Currency Pair*] [(as numerator)] [and] [(ii)] [the inverse of] [*insert Relevant Currency Pair*] [(as [numerator/denominator])] [and] [(ii/iii)] [the inverse of] [*insert Relevant Currency Pair*] [as denominator]]

TABLE

(Specify for each Currency Pair which is not part of a Cross-rate)

[i	Cross-rate	Currency Pair	Subject Currency	Base Currency	Relevant FX Screen Page	Valuation Time	Currency Business Day Centre(s)	[Initial Price	[W_i
1	Not Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
…	Not Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
[*n/.....*]	Not Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]]	[●]]]

(Specify for each Cross-rate)

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[99] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

[i	Cross-rate	Relevant Currency Pairs comprising Cross-rate	Subject Currency	Base Currency	Relevant FX Screen Page	Valuation Time	Currency Business Day Centre(s)	[Initial Price	[Wi
[1/ ...]	Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
…	Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
n	Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]]	[●]]]
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		

20. **Commodity-Linked Provisions**

[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]

(*If not applicable, delete the remaining sub paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][100]

(i) Whether the [Notes/[Put/Call] Element/General Redemption Component] relate[s][101] to a basket of Commodities or a single Commodity, the identity of the relevant Commodity / Commodities, whether any such Commodity is a Bullion

[Basket of Commodities/Single Commodity]

[[*Insert type of Commodity*]/The [Commodity is/Commodities are] as specified in the Table below]

[The Commodity is a [Bullion Commodity / Commodity Index]]/[[The/Each] Commodity is a Bullion Commodity

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[100] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[101] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

	Commodity or a Commodity Index and (if applicable) the relevant weightings:	[and/or a Commodity Index] if so specified in the Table below]
		[W_i, the weighting, for each Commodity is as specified in [the Table below/item 36(xi)(E) below]]
(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Commodity Reference Price:	[[●]/Commodity Reference Dealers: *specify Reference Dealers at item 20(xiv) below*/As specified in the Table below]
	Alternate Commodity Reference Price:	[*specify*/Not Applicable/As specified in the Table below]
(iv)	Specified Price:	[high price][low price][average of high and low prices][closing price][opening price][bid price][asked price][average of bid and asked prices][settlement price][official settlement price][official price][morning fixing][afternoon fixing][spot price][*other*] [*insert time, if applicable*] [As specified in the Table below]
(v)	Delivery Date:	[*date*] [*month and year*] [[First/Second/Third/*other*] Nearby Month] [*specify method*] [As specified in the Table below] [Not Applicable]
(vi)	Unit:	[[●]/As specified in the Table below]
(vii)	Price Source:	[[●]/As specified in the Table below]
(viii)	Exchange(s):	[[●]/As specified in the Table below]
(ix)	Commodity Business Day Convention in respect of each Valuation Date:	[Following / Modified Following / Modified / Nearest / Preceding]
(x)	Common Pricing:	[Applicable/Not Applicable]
(xi)	Option Pricing:	[Applicable in respect of [[the/each] Valuation Date] / [[the/each] Initial Valuation Date] [and] [[the/each] Final Valuation Date] [and] [each Initial Averaging Date] [and] [each Final Averaging Date] [and] [each Periodic Valuation Date] [and] [each Autocall Valuation Date] [and] [each Valuation Period Date]] [Not Applicable]
(xii)	Market Disruption Event(s):	[The following Market Disruption Events apply to the Notes:
		[Disappearance of Commodity Reference Price] [Material Change in Content] [Material Change in Formula] [Price Source Disruption: *specify Price Materiality Percentage at item (xvi) below (if applicable)*] [Tax Disruption] [Trading Disruption: *specify any additional futures/options contract or commodity*]

[Reference Item Condition 8.2(ii) (*Deemed Market Disruption Events*) applies]
(*NB: if Reference Item Condition 8.2(ii) (Deemed Market Disruption Events) applies, the Market Disruption Events specified in that Reference Item Condition will apply – this does NOT include Tax Disruption*)

(xiii) Disruption Fallback(s): [The following Disruption Fallbacks apply to the Notes (in the following order):
[Calculation Agent Determination]
[Cancellation]
[Delayed Publication or Announcement: *specify Maximum Days of Disruption at item 20(xv) below*]
[Fallback Reference Dealers: *specify Reference Dealers at item 20(xiv) below*]
[Fallback Reference Price: *specify alternate Commodity Reference Price at item 20(iii)*]
[Postponement: *specify Maximum Days of Disruption at item 20(xv) below*]
[*specify other*]]
(*NB: Must be specified in the order in which they apply*)
[Reference Item Condition 8.2(v) (*Deemed Disruption Fallbacks*) applies]
(*NB: If Reference Item Condition 8.2(v) (Deemed Disruption Fallbacks) applies, the Disruption Fallbacks specified in that Reference Item Condition will apply*)

(xiv) Reference Dealers: [*Specify four dealers/Not Applicable*]

(*For Bullion Commodities specify the principal London office of dealers that are members of the London Bullion Market Association*)

(*N.B. Only applicable where Commodity Reference Dealers is specified as the Commodity Reference Price or Fallback Reference Dealers is specified as a Disruption Fallback*)

(xv) Maximum Days of Disruption: [[●]/Reference Item Condition 8.4 (*Definitions*) applies/Not Applicable]

(*N.B. Only applicable where Delayed Publication or Announcement or Postponement are specified as a Disruption Fallback*)

(xvi) Price Materiality Percentage: [[●]/Not Applicable]

(*N.B. Only relevant for Price Source Disruption, if applicable*)

(xvii) Correction of Commodity Reference Prices: Correction of Commodity Reference Prices [applies/does not apply and any relevant amount shall be calculated without regard to any subsequently published correction]

(*If Correction of Commodity Reference Prices does not apply, delete the following sub paragraph*)

[Correction Cut-Off Date: [In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]

TABLE

i	Commodity	[Bullion Commodity/ Commodity Index]	Commodity Reference Price and Unit	[Alternate Commodity Reference	[Specified Price	[Delivery Date	Price Source	Exchange	[Initial Price	[Wᵢ
1	[●]	[Yes/No]	[●]/Commodity Reference Dealers] per [●]	[●]	[high price] [low price] [average of high and low prices] [closing price] [opening price] [bid price] [asked price] [average of bid and asked prices] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price] [other] [insert time, if applicable]	[date] [month and year] [[First/Second/Third/other] Nearby Month] [specify method]]	[●]	[●]	[●]	[●]
…	[●]	[Yes/No]	…	[●]	…	…	[●]	[●]	[●]	[●]
n	[●]	[Yes/No]	…	[●]	…	…	[●]	[●]	[●]	[●]

21. **Additional Disruption Events**: [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Change in Law: [Applicable/Not Applicable]

(ii) Hedging Disruption: [Applicable/Not Applicable]

(iii) Increased Cost of Hedging: [Applicable/Not Applicable]

(iv) Increased Cost of Stock Borrow: [Applicable/Not Applicable]

(*If applicable, include the following*)

[The Initial Stock Loan Rate in respect of [*specify in relation to each Underlying Equity/Component Security*] is: [●]]

<table>
<tr><td></td><td></td><td></td><td>(<i>N.B. Only applicable in the case of Index-Linked Notes and Equity-Linked Notes</i>)</td></tr>
<tr><td></td><td>(v)</td><td>Insolvency Filing:</td><td>[Applicable/Not Applicable]</td></tr>
<tr><td></td><td></td><td></td><td>(<i>N.B. Only applicable in the case of Equity-Linked Notes</i>)</td></tr>
<tr><td></td><td>(vi)</td><td>Loss of Stock Borrow:</td><td>[Applicable/Not Applicable]</td></tr>
<tr><td></td><td></td><td></td><td>(<i>If applicable, include the following</i>)</td></tr>
<tr><td></td><td></td><td></td><td>[The Maximum Stock Loan Rate in respect of [<i>specify in relation to each Underlying Equity/Component Security</i>] is: [●]]</td></tr>
<tr><td>22.</td><td></td><td>Credit-Linked Provisions</td><td>[Applicable – the Notes are Credit-Linked Notes/Not Applicable]</td></tr>
<tr><td></td><td></td><td></td><td>(<i>If not applicable, delete the remaining sub–paragraphs of this paragraph</i>)</td></tr>
<tr><td></td><td></td><td></td><td>(<i>Credit-Linked Notes may not be (i) Variable Rate Notes (other than Range Accrual Notes), (ii) Reference Item-Linked Interest Notes, (iii) Notes for which Autocall Early Redemption is specified as Applicable or (iv) Notes for which the Reference Item-Linked Redemption Amount is the Non-Protected Put Redemption Amount (Reverse Convertible), the Non-Protected Knock-in Put Redemption Amount (Reverse Convertible), the Non-Protected Knock-in Put with Call Redemption Amount, the Non-Protected Knock-in Put with Call Spread Redemption Amount or the Non-Protected Knock-in Put with Call Redemption Amount (Booster)</i>)</td></tr>
<tr><td></td><td>(i)</td><td>Settlement Method:</td><td>[Auction Settlement/Cash Settlement/Zero/Set Recovery Notes]</td></tr>
<tr><td></td><td>(ii)</td><td>Type of Credit-Linked Notes:</td><td>The Notes are [Single Reference Entity] [Portfolio Credit Linked Notes] [First-to-Default] [Nth to Default Credit Linked Notes [and the Relevant Number is [<i>specify</i>] (<i>for Nth to Default Credit Linked Notes</i>)]</td></tr>
<tr><td></td><td>(iii)</td><td>Tranching:</td><td>[Tranched/Non-Tranched] [Not Applicable] (<i>N.B. specify as Not Applicable for all Notes other than Portfolio Credit Linked Notes</i>)</td></tr>
<tr><td></td><td></td><td></td><td>(<i>If not applicable, delete the remaining sub–paragraphs of this sub-paragraph</i>)</td></tr>
<tr><td></td><td></td><td>(A)   Attachment Point:</td><td>[●]%</td></tr>
<tr><td></td><td></td><td>(B)   Detachment Point:</td><td>[●]%</td></tr>
</table>

(iv)   Credit Event Redemption Amount: [*specify amount (NB only use for zero recovery that are not Portfolio Credit Linked Notes)*] [As set out in Redemption Payout Condition 2.2]

[Reference Item Linked Redemption Amount: [Applicable/Not Applicable]]

(v)   Credit Event Redemption Date: [Reference Item Linked Condition 2.10 applies] [[*specify if other than three*] Business Days]

(vi)   Maturity Credit Event Redemption: [Applicable/Not Applicable]

(*Specify Applicable for Credit-Linked Notes which are also Zero Coupon Notes or for which the Final Redemption Amount is the Reference Item-Linked Redemption Amount*) (*Specify Not Applicable for Portfolio Credit Linked Notes*)

(vii)   Reference Entity(ies):   [Each/The] entity specified as a Reference Entity in the table below (*Specify elections for each Reference Entity in a table in the form below and repeat rows as necessary*)

TABLE

Reference Entity	Reference Entity Notional Amount	Reference Obligation	All Guarantees		Credit Events:	Provisions relating to Restructuring Credit Event:	Multiple Holder Obligation:	Restructuring Maturity Limitation and Fully Transferable Obligation	Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation	[Set/Zero Recovery Price
[●]	[●]	[Standard Reference Obligation [not] applicable] [Senior Level/Subordinated Level] (*must be inserted when Notes are cash settled*) [The obligations identified as follows: Primary Obligor: [●] Maturity: [●] Coupon: [●] CUSIP/ISIN: [●] Guarantor: [●] (*N.B. delete if Standard Reference Obligation is applicable*)]	[Applicable/Not Applicable]		[Bankruptcy] [Failure to Pay] [Grace Period Extension [Applicable/Not Applicable] [If Applicable: Grace Period: [●] [calendar days] [Grace Period Business Days] [Obligation Default] [Obligation Acceleration] [Repudiation/Moratorium] [Restructuring] [Governmental Intervention]	Reference Item Condition 2.11 [Applicable/Not Applicable] [[Mod R/Mod Mod R] applicable]]	Provisions relating to Reference Item Condition 2.12 [Applicable/Not Applicable]	[Applicable/Not Applicable]	[Applicable/Not Applicable]	(*insert percentage in relation to each Reference Entity, which may be zero, if applicable*)]

Reference Entity	Obligation Category: (*select one only*)	Obligation Characteristics: (*select all of which apply*)	Additional Obligation(s)	Excluded Obligation(s):	Deliverable Obligation Category (for the purposes of determining Valuation Obligation(s)): (*select one only*)	Deliverable Obligation Characteristics (for the purposes of determining Valuation Obligation(s)): (*select all which apply*)		Excluded Deliverable Obligation(s) (for the purposes of determining Valuation Obligation(s)):
[●]	[Payment] [Borrowed Money] [Reference Obligation Only] [Bond]	[Not Subordinated] [Specified Currency: [*specify currency*] [Standard Specified Currency]]	[*insert name(s)*] / [Not Applicable]	[*insert name(s)*] / [Not Applicable]	[Payment] [Borrowed Money] [Reference Obligation Only] [Bond]	[Not Subordinated] [Specified Currency: [*specify*/Standard Specified Currency]]		[*Specify*]/[Not Applicable]

	[Loan] [Bond or Loan]	[Not Sovereign Lender] [Not Domestic Currency:] [Domestic Currency means: [*specify currency*]] [Not Domestic Law] [Listed] [Not Domestic Issuance]			[Loan [Bond or Loan]	[Not Sovereign Lender] [Not Domestic Currency] [Domestic Currency means: [*specify currency*]] [Not Domestic Law] [Listed] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Qualifying Participation Seller: [*insert details*]] [Transferable] [Maximum Maturity: [●]] [Accelerated or Matured] [Not Bearer]		

(*Specify for each Reference Entity*)

(viii)	Default Requirement:	[*insert amount in relevant currency*] [Reference Item Condition 2.10 applies]
(ix)	Payment Requirement:	[*insert amount in relevant currency*] [Reference Item Condition 2.10 applies]
(x)	Credit Event Determination Date:	Notice of Publicly Available Information: [Applicable][Not Applicable]

[If Applicable:

Public Source(s):   [*specify*]

Specified Number: [*specify*]]

(xi)	Credit Event Backstop Date Adjustment:	[Applicable – the Credit Exposure Start Date is [●]] [Not Applicable]
(xii)	Merger Event:	Reference Item Condition 2.9 [Applicable/Not Applicable] [If applicable:

Merger Event Redemption Date: [*specify*]

Merger Event Redemption Amount: [*specify*]

(xiii)	Unwind Costs:	[Standard Unwind Costs/*insert other amount*/Not Applicable]
(xiv)	Provisions relating to Monoline Insurer as Reference Entity:	Reference Item Condition 2.13 [Applicable/Not Applicable]
(xv)	Provisions relating to LPN Reference Entities:	Reference Item Condition 2.15 [Applicable/Not Applicable]
(xvi)	Additional Interest Amount:	[Applicable/Not Applicable] [Overnight Rate: [●]]
(xvii)	Fixed Recovery Percentage:	[[●] per cent./Not Applicable]
(xviii)	Valuation Date:	[Applicable/Not Applicable]

[Single Valuation Date:

[[●] Business Days]]

[Multiple Valuation Dates:

[[●] Business Days and each [●] Business Days thereafter]

Number of Valuation Dates: [●]]

(xix)	Valuation Time:	[[●] [a.m./p.m.] [●] time] / [Reference Item Condition 2.10 applies] / [Not Applicable]

(xx)	Indicative Quotations:	[Applicable/Not Applicable]
(xxi)	Quotation Method:	[Bid/Offer/Mid-market] / [Reference Item Condition 2.10 applies] / [Not Applicable]
(xxii)	Quotation Amount:	[*insert currency and amount*] / [Representative Amount] / [Reference Item Condition 2 applies] / [Not Applicable]
(xxiii)	Minimum Quotation Amount:	[*insert currency and amount*] / [Reference Item Condition 2.10 applies] / [Not Applicable]
(xxiv)	Quotation Dealers:	[*Specify*] / [Not Applicable]
(xxv)	Quotations:	[Include Accrued Interest/Exclude Accrued Interest]
(xxvi)	Valuation Method:	[Market/Highest]
		[Average Market/Highest/Average Highest] [Reference Item Condition 2 applies]
		[Not Applicable]
(xxvii)	Calculation Agent City:	[*specify*]
(xxviii)	Business Day Convention:	[Following/Modified Following/Preceding]
(xxix)	Successor Backstop Date:	[Yes/No]
(xxx)	Limitation Dates subject to adjustment in accordance with Business Day Convention:	[Yes/No]
(xxxi)	Valuation Obligation Observation Settlement Period:	[[*specify*] Business Days] [Not Applicable] / [Reference Item Condition 2.10 applies]
(xxxii)	Accrued Interest:	[Include Accrued Interest] [Exclude Accrued Interest] [Not Applicable]
(xxxiii)	Settlement Currency:	[*specify*] [Not Applicable]
(xxxiv)	Financial Reference Entity Terms:	[Applicable/Not Applicable]
(xxxv)	Sovereign No Asset Package Delivery:	[Applicable/Not Applicable]
(xxxvi)	Reference Obligation Only Termination Amount:	[*specify*] [Not Applicable] (*N.B. to be specified for the purposes of Reference Item Condition 2.17 for Reference Obligation Only Notes relating to a single Reference Entity*)
(xxxvii)	Subordinated European Insurance Terms:	[Applicable/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

23.	**FX Interest Conversion**:	[Applicable/Not Applicable]

			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

| (i) | Interest valuation Provisions for FX Interest Conversion: | |

| | (A) | Initial valuation to determine Reference Item Initial$_i$ in respect of the Interest FX Rate: | [Not Applicable]

(*If not applicable and/or an Initial Price is specified for the FX Rate above, delete the remaining sub-paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*) |

| | | Initial Valuation Date: | [●] |

| | | Initial Averaging Dates: | As set out in the table below: |

t	**Initial Averaging Dates**
1	[●]
…	[●]
y	[●]

| | (B) | Valuation to determine FX$_{(IP)}$ in respect of the Interest FX Rate: | |

| | | Interest FX Determination Dates: | 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: |

t	Interest [Period/Payment] Date	Interest FX Determination Dates
1	[●]	[●]
…	[●]	[●]
y	[●]	[●]

(*Specify for each Interest Period*)]

24.	**Fixed Rate Note Provisions**	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable] (*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i)		Rate[(s)] of Interest:	[[●] per cent. [per annum] (*Include only if "Accrual" is specified as Applicable below*) [payable [annually / semi-annually / quarterly / monthly] in arrear]]
(ii)		Interest Period Date(s):	[●] in each year (*Amend appropriately in the case of irregular coupons*)
(iii)		Interest Payment Date(s):	[Each Interest Period Date] / [[●] in each year (*Amend appropriately in the case of irregular coupons*)]

[Accumulated Interest: Applicable. The Interest Payment Date is [[●]/the Maturity Date]]

(iv)		[Accrual:	Not Applicable
	(A)	Interest Amount[(s)]:	The Fixed Coupon Amount in respect of an Interest Period shall be [[●] per Calculation Amount [(subject as provided in the Conditions)]] / [the amount set out for such Interest Period in the Table below:

TABLE

Interest Period ending on or about:	Fixed Coupon Amount
[●]	[●]
[●]	[●]]]

(*Specify for each Interest Period*

(*Delete if interest will accrue over a period of time*)

(v)		[Accrual:	Applicable
	(A)	Day Count Fraction:	[30/360 / Actual/Actual ([ICMA]/[ISDA]) / 1]]

(*Delete if interest will not accrue and bullet coupons will be payable*)

25.	**Variable Rate Note Provisions**	[Applicable[. Interest will accrue on the basis specified below for the Interest Period[s] specified below] [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i)	Type of 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]

[Accumulated Interest: Applicable. The Interest Payment Date is [[●] / the Maturity Date]]

(ii) Specified Period: [Not Applicable/[●]]

(*Specified Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable"*)

(iii) Interest Period Date(s): [Not Applicable] / [[●][, subject to adjustment in accordance with the Business Day Convention specified in item 41 below][No Adjustment]]

(*Specified Period and Interest Period Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable"*)

(iv) Interest Payment Dates: [Each Interest Period Date] / [[●][, subject to adjustment in accordance with the Business Day Convention specified in item 41 below][No Adjustment]]

[Accumulated Interest: Applicable. The Interest Payment Date is [[●]/the Maturity Date] [, subject to adjustment in accordance with the Business Day Convention specified in item 39 below/No Adjustment]]

(v) Interest Determination Date(s): [[●] [[Business Days/[●] days] prior to] [the [relevant] Interest [Payment/Period] Date [falling at the end of each Interest Period]/the first day of each Interest Period]/the second TARGET Settlement Day prior to the start of each Interest Period] / [As defined in Reference Item Condition 3.3 (*Definitions*)] / [As defined in Interest Payout Condition 2.2(viii) (*Range Accrual Notes*)] / [As defined in Interest Payout Condition 2.3 (*Definitions applicable to Variable Rate Notes*)]

(vi) Linear Interpolation: [Not Applicable/Applicable - the Underlying Rate for the [long/short] [first/last/[●]] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

(vii) Day Count Fraction: [Actual/365 / Actual/Actual / Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360 / Eurobond basis]
[30E/360 (ISDA)]
[1]
(*See Interest Payout Condition 7 (General Definitions relating to Interest) for alternatives*)

26. **Provisions for specific types of Variable Rate Notes**

[Applicable[. Interest will accrue on the basis specified below for the Interest Period[s] specified below]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i) Floating Rate Note Provisions:

[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to ((([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Floating Rate Notes*)

(A) Leverage:

[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B) Margin:

[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Leverage	[Margin
[●]	[●]%	[●]%
[●]	[●]%]	[●]%]

(*Specify for each Interest Period*)]

(ii) Capped Floating Rate Note Provisions:

[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to ((([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Capped Floating Rate Notes*)

(A) Cap:

[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B) Leverage:

[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(C)   Margin: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Cap	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%

(*Specify for each Interest Period)*]

(iii)   Floored Floating Rate Note Provisions: [Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Floored Floating Rate Notes*)

(A)   Floor: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B)   Leverage: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(C)   Margin: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Floor	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period)*]

(iv)   Collared Floating Rate Note Provisions: [Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Collared Floating Rate Notes*)

(A)   Cap: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B)   Floor: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(C)   Leverage: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D)   Margin: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Cap	[Floor	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period)*]

(v) Reverse Floating Rate Note Provisions:

[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Reverse Floating Rate Notes*)

(A) Cap:

[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B) Floor:

[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(C) Leverage:

[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D) Specified Rate:

[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Cap	[Floor	[Leverage	[Specified Rate
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period)*]

(vi)		Steepener Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to ((([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Steepener Notes*)

	(A)	Cap:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
	(B)	Floor:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
	(C)	Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
	(D)	Strike Rate:	[[●] per cent.] / [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	[Leverage	[Cap	[Floor
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period)*]

(vii)		Snowball Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to ((([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Snowball Notes*)

	(A)	Cap:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B)	Floor:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(C)	Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(D)	Snowball Amount$_t$:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(E)	Rate of Interest$_{t=0}$:	[[●] per cent. [per annum]] / [Zero]

[TABLE

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

(*Specify for each Interest Period)*]

(viii)	Range Accrual Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
		(*N.B. The Reference Item for Range Accrual Notes may be an Underlying Rate, an Inflation Index, an Index, an Underlying Equity, a Fund Interest, an FX Rate or a Commodity*)
(A)	Specified Rate 1:	[[●] per cent. per annum] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]
(B)	Specified Rate 2:	[[●] per cent. per annum] / [Zero] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]
(C)	Upper Barrier(s):	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(D)	Lower Barrier(s):	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

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

(*Specify for each Interest Period)*]

(E) Interest Observation Date: Each [calendar day/Business Day/[●]] during the Interest Accrual Period

(F) Range Accrual Cut-off Date: [Not Applicable] / [In respect of an Interest Period, [●] Business Days immediately preceding the Interest Period Date falling at the end of such Interest Period] / [●]

(ix) Binary Rate Note Provisions: [Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Binary Rate Notes*)

(A) Specified Rate 1: [[●] per cent. per annum] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]

(B) Specified Rate 2: [[●] per cent. per annum] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]

(C) Lower Barrier: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D) Upper Barrier: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Binary Rate 1	[Binary Rate 2	[Lower Barrier	[Upper Barrier
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period)*]

| | (x) | Inflation Adjusted Interest Note Provisions: | [Applicable [in respect of the Interest Period[s] falling during the period from [(and including/but excluding)] [●] to [(and including/but excluding)] [●]]] / [Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*N.B. Only an Inflation Index may be specified as the Reference Item for Inflation Adjusted Interest Notes*) |
|---|---|---|---|
| | (A) | Specified Rate: | [[●] per cent. per annum/In respect of an Interest Period, the percentage specified for such Interest Period in the Table below] |

[TABLE

Interest Period ending on or about:	Specified Rate
[●]	[●]
[●]	[●]

(*Specify for each Interest Period)*]

| 27. | **Reference Item-Linked Interest Provisions** | [Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding)) [●] to (([and including/but excluding)) [●]]. The Notes are [Inflation / Index / Equity / Fund / Currency / Commodity]-Linked Interest Notes] / [Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. The Reference Item(s) for the Reference Item-Linked Interest Provisions may be one or more Indices, Underlying Equities or FX Rates*) |
|---|---|---|
| | (i) | Interest Amount: | The Reference Item-Linked Interest Amount is:

Autocall Interest Amount |

(ii)	Autocall Interest Amount:	Applicable: Interest Payout Condition 3.3 (*Autocall Interest Amount*) applies
–	Relevant Interest Amount:	[Bullet/Memory/Cumulative/Bonus] Interest: Applicable
		[Autocall Strike: [[●]/In respect of an Interest Determination Date, the percentage specified for such Interest Determination Date in the Table below]
–	Nth Performance:	[Applicable, where: N = [●][st/nd/th][highest/lowest] /Not Applicable]
–	Specified Rate:	[[●]%] / [In respect of an Interest Determination Date, the percentage specified for such Interest Determination Date in the Table below]
–	Interest Barrier:	[[●]%] / [in respect of an Interest Determination Date, the percentage specified for such Interest Determination Date in the Table below]
–	Interest Payment Date(s):	[[●] in each year (*Amend appropriately in the case of irregular coupons*)/The Interest Payment Date[s] shall be as specified in item 27(iii) below]

[TABLE

Interest Determination Dates	[Autocall Strike	[Specified Rate	[Interest Barrier
[●]	[●]	[●]%	[●]
[●]	[●]]	[●]%]	[●]]

(*Specify for each Interest Period*)

(iii)	Interest valuation provisions for Autocall Interest Amount:	
(A)	Initial valuation to determine Reference Item Initial$_i$:	[Applicable [- see item [33(iii)/37(i)] below]/Not Applicable]
		(*If not applicable and/or an Initial Price is specified for each Reference Item above and/or the initial valuation provisions are set out elsewhere below, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)
	Initial Valuation Date:	[●]
	Initial Averaging Dates:	As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

Initial Valuation Period:	The Initial Valuation Period is the period from ([but excluding/and including][102]) [●] to ([and including/but excluding][103]) [●]
Valuation Period Dates for the Initial Valuation Period:	[Each [●][, [●] and [●]] [falling during the Initial Valuation Period]] [The definition set out in the Reference Item Conditions applies][104]
	Look-Back: [Applicable/Not Applicable]
	[[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]
[105]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
	[Omission / Postponement / Modified Postponement] applies
	(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[106]*)
(B)	Interest valuation to determine Reference Price$_{t, i}$:	Applicable
	Interest Determination Date(s):	[The Interest Determination Date[s] (*t*) are as set out in the table below:

[TABLE

t	Interest Determination Dates	Interest Payment Dates
1	[●]	[●]
…	[●]	[●]
y	[●]	[[●]/Maturity Date]

(*Specify for each Interest Period*)

		Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:

[Omission/Postponement/Modified Postponement]]

(*N.B. Adjustment not relevant where the Reference Item(s) are one or more FX Rates*

28.	**Zero Coupon Note Provisions**	[Applicable /Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

	(i)	Accrual Yield:	[●] per cent. per annum
	(ii)	Reference Price:	[●]
	(iii)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/Actual]

29.	**Credit-Linked Interest Provisions**	[Applicable /Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

	(i)	Accrual of Interest upon Credit Event:	[Applicable/Not Applicable]

(*Specify "Applicable" only where the Credit Event Observation Dates are specified to be each Interest Payment Date or each Interest Period Date below*)

(*Specify "Not Applicable" where the Notes are Range Accrual Notes or where the Notes are Fixed Amount Notes*)

	(ii)	Portfolio Linked Interest Adjustment:	[Applicable/Not Applicable]

(*Only applicable in relation to interest bearing Portfolio Credit-Linked Notes*)

	(iii)	Credit Event Observation Dates:	[[●] [Business Days] prior to the relevant Interest [Payment/Period] Date] / [Each Interest [Payment/Period] Date]

(*Specify Interest Payment Dates where "Accrual" is specified as Not Applicable and specify Interest Period Dates where the Notes are not Fixed Amount Notes*)

PROVISIONS RELATING TO REDEMPTION

30.	**Call Option**	[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i)	Optional Redemption Date(s) (Call):		[●]
(ii)	Optional Redemption Amount (Call):		[●] per Calculation Amount
(iii)	Redeemable in part:		[The Notes may be redeemed in part/Not Applicable]
	(A)	Minimum Redemption Amount:	[●]
	(B)	Maximum Redemption Amount:	[●]
(iv)	Notice period:		Minimum Period: [●] days

Maximum Period: [Not Applicable/[●] days]

(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)

31. **Put Option**   [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i)	Optional Redemption Date(s) (Put):	[●]
(ii)	Optional Redemption Amount (Put):	[●] per Calculation Amount
(iii)	Notice period:	Minimum Period: [●] days

Maximum Period: [Not Applicable/[●] days]

(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)

32. **Early Redemption**

(i)	Early redemption for tax reasons:	[Applicable/Not Applicable]

(*N.B. If general Condition 8.1 (Gross-up) is specified as Applicable in item 12 above, specify "Applicable" here. If*

<table>
<tr>
<td></td>
<td></td>
<td></td>
<td colspan="2">General Condition 8.3 (No gross-up) is specified as Applicable in item 12 above specify "Not Applicable" here)</td>
</tr>
<tr>
<td></td>
<td>(ii)</td>
<td>Notice Period relating to early redemption for tax reasons:</td>
<td colspan="2">Minimum Period: [●] days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td colspan="2">Maximum Period: [Not Applicable/[●] days]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td colspan="2">(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)</td>
</tr>
<tr>
<td></td>
<td>(iii)</td>
<td>Early Redemption Amount payable (a) on redemption for taxation reasons or (b) on an illegality or (c) on an Event of Default or (d) in the case of Reference Item-Linked Notes, following an early redemption pursuant to the provisions of the relevant Reference Item Schedule:</td>
<td colspan="2">[As set out in the General Conditions/[●] per Calculation Amount]</td>
</tr>
<tr>
<td></td>
<td>(iv)</td>
<td>Early Redemption Amount includes amount in respect of interest:</td>
<td colspan="2">[Yes: no additional amount in respect of interest to be paid/No: together with the Early Redemption Amount, accrued interest shall also be paid/Not Applicable]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td colspan="2">(Specify "Yes" where the Notes are Fixed Rate Notes and "Accrual" is specified above as Not Applicable and/or where FX Interest Conversion and/or FX Principal Conversion are specified as Applicable)</td>
</tr>
<tr>
<td>33.</td>
<td colspan="2">Autocall Early Redemption:</td>
<td colspan="2">[Applicable/Not Applicable]</td>
</tr>
<tr>
<td></td>
<td>(i)</td>
<td>Early Redemption Amount:</td>
<td colspan="2">The Early Redemption Amount for the purposes of Redemption Payout Condition 1.2 (Early redemption) is the:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td colspan="2">[Autocall Early Redemption Amount]</td>
</tr>
<tr>
<td></td>
<td>(ii)</td>
<td>Autocall:</td>
<td colspan="2">Applicable: Redemption Payout Condition 1.4 (Early Redemption (Autocall)) applies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>−   Autocall Barrier:</td>
<td colspan="2">[[●]%/As specified in item 33(iii)(B) below]</td>
</tr>
<tr>
<td></td>
<td>(iii)</td>
<td>Autocall valuation provisions for early redemption:</td>
<td colspan="2">[Applicable [- see item [27(iii)/37(i)] above/below]/Not Applicable]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(A)   Initial valuation to determine Reference Item Initial_i:</td>
<td colspan="2">(If not applicable and/or an Initial Price is specified for each Reference Item above and/or the initial valuation provisions are set out elsewhere below, delete the remaining sub–paragraphs of this paragraph. If applicable, include</td>
</tr>
</table>

whichever provisions apply and delete the remaining alternatives)

Initial Valuation Date: [●]

Initial Averaging Dates: As set out in the table below:

t	Initial Averaging Dates
1	[●]
...	[●]
y	[●]

Initial Valuation Period: The Initial Valuation Period is the period from ([but excluding/and including][107]) [●] to ([and including/but excluding][108]) [●]

Valuation Period Dates for the Initial Valuation Period: [Each [●][, [●] and [●]] [falling during the Initial Valuation Period]] [The definition set out in the Reference Item Conditions applies][109]

Look-Back: [Applicable/Not Applicable]

[[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]

[110]Adjustment provisions: In the event of a [Disrupted Day/Market Disruption Event]:

[Omission / Postponement / Modified Postponement] applies

(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[111]*)

(B) Autocall valuation to determine Reference Price$_{t, i}$: Applicable

Autocall Valuation Dates: The Autocall Valuation Date[s] (*t*) are as set out in the table below:

t	Autocall Valuation Dates	Early Redemption Dates	[Autocall Barrier
1	[●]	[●]	[●]

---

[107] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[108] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[109] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Initial Valuation Period" is inserted.

[110] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[111] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

<table>
<tr><td>…</td><td>[●]</td><td>[●]</td><td>[●]</td></tr>
<tr><td>y</td><td>[●]</td><td>[●]</td><td>[●]]</td></tr>
</table>

	Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:

[Omission/Postponement/Modified Postponement]

(*N.B. Adjustment not relevant where the Reference Item(s) are one or more FX Rates*)

(iv)   Early Redemption Date:

For the purposes of Redemption Payout Condition 1.2 (*Early redemption*), the Early Redemption Date[s] shall be as specified for the relevant Autocall Valuation Date (*t*) in item 33(iii) above

34.   **Final Redemption Amount**

[[Subject as provided in Redemption Payout Condition 2 (*Redemption in respect of Credit-Linked Notes*),] [●] per Calculation Amount]

[[Subject as provided in Redemption Payout Condition 2 (*Redemption in respect of Credit-Linked Notes*), the/The] Final Redemption Amount shall be the Reference Item-Linked Redemption Amount as specified in item 36 below]

35.   **FX Principal Conversion**:

[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)   Initial valuation to determine Reference Item Initial$_i$ in respect of the Principal FX Rate:

[Applicable/Not Applicable]

(*If not applicable and an Initial Price is specified for the FX Rate above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

Initial Valuation Date: [●]

Initial Averaging Dates: As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

(ii)   Final Valuation to determine Reference Item Final$_i$ in respect of the Principal FX Rate:

[Applicable/Not Applicable]

<table>
<tr><td></td><td></td><td></td><td>(If not applicable, delete the remaining sub-paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives)</td></tr>
</table>

Final[112] Valuation Date: [●]

Final[113] Averaging Dates: As set out in the table below:

t	Final Averaging Dates
1	[●]
…	[●]
y	[●]

36. **Reference Item-Linked Redemption Provisions**

[Applicable. The Notes are [Inflation-Linked Redemption Notes/Index-Linked Redemption Notes/Equity-Linked Redemption Notes/Fund-Linked Redemption Notes/Currency-Linked Redemption Notes/Commodity-Linked Redemption Notes]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i) Final Redemption Amount:

The Final Redemption Amount for the purposes of General Condition 6.1 (*Scheduled redemption*) is the Reference Item-Linked Redemption Amount, being the:

[Inflation Adjusted Redemption Amount]
[Call Redemption Amount]
[Put Redemption Amount]
[Call Spread Redemption Amount]
[Put Spread Redemption Amount]
[Individually Capped Call Redemption Amount]
[Fixed Best Call Redemption Amount]
[Rainbow Call Redemption Amount]
[Quadratic Call Redemption Amount]
[Quadratic Put Redemption Amount]
[Outperformance Redemption Amount]
[Replacement Cliquet Redemption Amount]
[Lock-in Cliquet Redemption Amount]
[Super Asian Redemption Amount]
[Knock-in Call Redemption Amount]
[Knock-out Call Redemption Amount]
[Digital Knock-in Call Redemption Amount]
[Digital Call Redemption Amount]
[Knock-in Put Redemption Amount]
[Knock-out Put Redemption Amount]
[Digital Put Redemption Amount]
[TOM Strategy Redemption Amount]
[Non-Protected Put Redemption Amount (Reverse Convertible)]

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[112] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Initial" is deleted and replaced by the word "Final".
[113] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Initial" is deleted and replaced by the word "Final".

		[Non-Protected Knock-in Put Redemption Amount (Reverse Convertible)] [Non-Protected Knock-in Put with Call Redemption Amount] [Non-Protected Knock-in Put with Call Spread Redemption Amount] [Non-Protected Knock-in Put with Call Redemption Amount (Booster)] [General Redemption Amount] [Barrier Bond Redemption Amount]

(ii)   Provisions relating to Relevant Principal Amount:

[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

       (A)   Redemption Factor: [100%/[●]%]

       (B)   FX Principal Conversion: [Applicable/Not Applicable]

(iii)   Provisions relating to Nth Performance:

[Not Applicable] [Nth Performance is Applicable and N = [●][st/nd/rd/th] highest] [See item 36[(xiv)/(xxx)/(xxxi)[114]] below]

[*Include whichever of the following applies and delete the remaining alternatives:*]

(iv)   Inflation Adjusted Redemption Amount:

Applicable: Redemption Payout Condition 3 (*Inflation Adjusted Redemption Amount*) applies

       (A)   Participation Rate (PR):   [[●]%/Not Applicable]

       (B)   Performance Floor: [[●]%/Not Applicable]

       (C)   FX Option Conversion: [Applicable/Not Applicable]

(v)   Call Redemption Amount:

Applicable: Redemption Payout Condition 4 (*Call Redemption Amount*) applies

       (A)   Strike: [100%/[●]%]

       (B)   Participation Rate (PR):   [[●]%/Not Applicable]

       (C)   Performance Floor: [[●]%/Not Applicable]

       (D)   FX Option Conversion: [Applicable/Not Applicable]

(vi)   Put Redemption Amount:

[Applicable: Redemption Payout Condition 5 (*Put Redemption Amount*) applies

       (A)   Strike: [100%/[●]%]

       (B)   Participation Rate (PR):   [[●]%/Not Applicable]

       (C)   Performance Floor: [[●]% /Not Applicable]

---

[114] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the cross-reference "(xxxi)" is inserted.

		(D)	FX Option Conversion:	[Applicable/Not Applicable]
(vii)	Call Spread Redemption Amount:			Applicable: Redemption Payout Condition 6 (*Call Spread Redemption Amount*) applies
		(A)	Strike:	[100%/[●]%]
		(B)	Participation Rate (PR):	[[●]%/Not Applicable]
		(C)	Performance Floor:	[[●]% /Not Applicable]
		(D)	FX Option Conversion:	[Applicable/Not Applicable]
		(E)	Performance Cap:	[●]%
(viii)	Put Spread Redemption Amount:			Applicable: Redemption Payout Condition 7 (*Put Spread Redemption Amount*) applies
		(A)	Strike:	[100%/[●]%]
		(B)	Participation Rate (PR):	[[●]%/Not Applicable]
		(C)	Performance Floor:	[[●]%/Not Applicable]
		(D)	FX Option Conversion:	[Applicable/Not Applicable]
		(E)	Performance Cap:	[●]%
(ix)	Individually Capped Call Redemption Amount:			Applicable: Redemption Payout Condition 8 (*Individually Capped Call Redemption Amount*) applies
		(A)	Strike:	[100%/[●]%]
		(B)	Participation Rate (PR):	[[●]%/Not Applicable]
		(C)	Performance Floor:	[[●]%/Not Applicable]
		(D)	FX Option Conversion:	[Applicable/Not Applicable]
		(E)	Performance Cap:	[●]%
(x)	Fixed Best Call Redemption Amount:			Applicable: Redemption Payout Condition 9 (*Fixed Best Call Redemption Amount*) applies
		(A)	Strike:	[100%/[●]%]
		(B)	Participation Rate (PR):	[[●]%/Not Applicable]
		(C)	Performance Floor:	[[●]%/Not Applicable]
		(D)	FX Option Conversion:	[Applicable/Not Applicable]
		(E)	Fixed Performance:	[●]%
		(F)	Relevant Number:	[●]

(xi)	Rainbow Call Redemption Amount:		Applicable: Redemption Payout Condition 10 (*Rainbow Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	W$_i$:	

Ranking of Call Performance$_i$	W$_i$
Best Performing Reference Item	[●]%
[●]-Best Performing Reference Item	[●]%
…	…
Worst Performing Reference Item	[●]%

(xii)	Quadratic Call Redemption Amount:		Applicable: Redemption Payout Condition 11 (*Quadratic Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]% /Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
(xiii)	Quadratic Put Redemption Amount:		Applicable: Redemption Payout Condition 12 (*Quadratic Put Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]% /Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
(xiv)	Outperformance Redemption Amount:		Applicable: Redemption Payout Condition 13 (*Outperformance Redemption Amount*) applies
	(A)	Outperformance Element 1:	[*specify Reference Item(s) comprising Outperformance Element 1*] [Nth Performance is Applicable and N = [●][st/nd/rd/th] highest]
	(B)	Outperformance Element 2:	[*specify Reference Item(s) comprising Outperformance Element 2*]

			[Nth Performance is Applicable and N = [●][st/nd/rd/th] highest]
	(C)	Participation Rate (PR):	[[●]%/Not Applicable]
	(D)	Performance Floor:	[[●]%/Not Applicable]
	(E)	FX Option Conversion:	[Applicable/Not Applicable]
(xv)	Replacement Cliquet Redemption Amount:		Applicable: Redemption Payout Condition 14 (*Replacement Cliquet Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]% /Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	PP Floor:	[●]%
	(F)	Relevant Number:	[●]
	(G)	Replacement Periodic Performance:	[●]%
(xvi)	Lock-in Cliquet Redemption Amount:		Applicable: Redemption Payout Condition 15 (*Lock-in Cliquet Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	PP Cap:	[●]%
	(F)	PP Floor:	[●]%
	(G)	Lock-in Level(s):	[●][,[●]% and [●]%]
(xvii)	Super Asian Redemption Amount:		Applicable: Redemption Payout Condition 16 (*Super Asian Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]

(xviii)	Knock-in Call Redemption Amount:		Applicable: Redemption Payout Condition 17 (*Knock-in Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Barrier Level:	[●]%
	(F)	Barrier Event:	[American/Bermudan/European] Barrier Event[115]
(xix)	Knock-out Call Redemption Amount:		Applicable: Redemption Payout Condition 18 (*Knock-out Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Barrier Level:	[●]%
	(F)	Barrier Event:	[American/Bermudan/European] Barrier Event[116]
(xx)	Digital Knock-in Call Redemption Amount:		Applicable: Redemption Payout Condition 19 (*Digital Knock-in Call Redemption Amount*) applies
	(A)	FX Option Conversion:	[Applicable/Not Applicable]
	(B)	Barrier Level:	[●]%
	(C)	Fixed Performance:	[●]%
	(D)	Barrier Event:	[American/Bermudan/European] Barrier Event[117]
(xxi)	Digital Call Redemption Amount:		Applicable: Redemption Payout Condition 20 (*Digital Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	FX Option Conversion:	[Applicable/Not Applicable]
	(C)	Barrier:	[[●]%/Each percentage specified under the heading "Barrier" in the table below]

[Barrier	Fixed Performance

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[115] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.

[116] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.

[117] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (E) is deleted.

[●]%	[●]%
…	…
[●]%	[●]%]

(D)　Fixed Performance: [[●]%/In respect of a Barrier, the percentage specified for such Barrier in the table above]

(E)　Barrier Event: [American/Bermudan/European] Barrier Event[118]

(xxii)　Knock-in Put Redemption Amount: Applicable: Redemption Payout Condition 21 (*Knock-in Put Redemption Amount*) applies

(A)　Strike: [100%/[●]%]

(B)　Participation Rate (PR): [[●]%/Not Applicable]

(C)　Performance Floor: [[●]%/Not Applicable]

(D)　FX Option Conversion: [Applicable/Not Applicable]

(E)　Barrier: [●]%

(F)　Barrier Event: [American/Bermudan/European] Barrier Event[119]

(xxiii)　Knock-out Put Redemption Amount: Applicable: Redemption Payout Condition 22 (*Knock-out Put Redemption Amount*) applies

(A)　Strike: [100%/[●]%]

(B)　Participation Rate (PR): [[●]%/Not Applicable]

(C)　Performance Floor: [[●]%/Not Applicable]

(D)　FX Option Conversion: [Applicable/Not Applicable]

(E)　Barrier: [●]%

(F)　Barrier Event: [American/Bermudan/European] Barrier Event[120]

(xxiv)　Digital Put Redemption Amount: Applicable: Redemption Payout Condition 23 (*Digital Put Redemption Amount*) applies

(A)　Strike: [100%/[●]%]

(B)　FX Option Conversion: [Applicable/Not Applicable]

(C)　Barrier: [[●]%/Each percentage specified under the heading "Barrier" in the table below]

[Barrier	Fixed Performance

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[118] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (F) is deleted.

[119] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.

[120] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.

[●]%	[●]%
…	…
[●]%	[●]%]

(D) Fixed Performance: [[●]%/In respect of a Barrier, the percentage specified for such Barrier in the table above]

(E) Barrier Event: [American/Bermudan/European] Barrier Event[121]

(xxv) TOM Strategy Redemption Amount: Applicable: Redemption Payout Condition 24 (*TOM Strategy Redemption Amount*) applies

(A) Participation Rate (PR): [[●]%/Not Applicable]

(B) Performance Floor: [[●]%/Not Applicable]

(C) FX Option Conversion: [Applicable/Not Applicable]

(D) TOM Reference Period: The period from ([and including/but excluding]) [●] to ([and including/but excluding]) [●]

(E) TOM Period: Each period as follows:

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

(F) Reference Rate Return: [●]%

(xxvi) Non-Protected Put Redemption Amount (Reverse Convertible): Applicable: Redemption Payout Condition 25 (*Non-Protected Put Redemption Amount (Reverse Convertible)*) applies

(A) Strike: [100%/[●]%]

(B) Participation Rate (PR): [[●]%/Not Applicable]

(C) Performance Floor: [[●]%/Not Applicable]

(D) Type of valuation[122]: [American/Bermudan/European] Valuation[123]

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[121] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (F) is deleted.
[122] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.
[123] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (E) is deleted.

(xxvii)	Non-Protected Knock-in Put Redemption Amount (Reverse Convertible):		Applicable: Redemption Payout Condition 26 (*Non-Protected Knock-in Put Redemption Amount (Reverse Convertible)*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	Barrier:	[●]%
	(E)	Type of valuation[124]:	[American/Bermudan/European] Valuation[125]
(xxviii)	Non-Protected Knock-in Put with Call Redemption Amount:		Applicable: Redemption Payout Condition 27 (*Non-Protected Knock-in Put with Call Redemption Amount*) applies
	(A)	Performance Floor$_{Call}$:	[[●]%/Not Applicable]
	(B)	Performance Floor$_{Put}$:	[[●]%/Not Applicable]
	(C)	FX Option Conversion:	[Applicable/Not Applicable]
	(D)	Call Strike:	[[●]/100%]
	(E)	Put Strike:	[[●]/100%]
	(F)	Call Barrier:	[●]%
	(G)	Put Barrier:	[●]%
	(H)	PR$_{Call}$:	[●]%
	(I)	PR$_{Put}$:	[●]%
	(J)	Type of valuation[126]:	[American/Bermudan/European] Valuation[127]
(xxix)	Non-Protected Knock-in Put with Call Spread Redemption Amount:		Applicable: Redemption Payout Condition 28 (*Non-Protected Knock-in Put with Call Spread Redemption Amount*) applies
	(A)	Performance Cap:	[●]%
	(B)	Performance Floor$_{Call}$:	[[●]%/Not Applicable]
	(C)	Performance Floor$_{Put}$:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]

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[124] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[125] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (F) and (G) are deleted.

[126] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[127] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (K) and (L) are deleted.

	(E)	Call Strike:	[[●]/100%]
	(F)	Put Strike:	[[●]/100%]
	(G)	Call Barrier:	[●]%
	(H)	Put Barrier:	[●]%
	(I)	PR$_{Call}$:	[●]%
	(J)	PR$_{Put}$:	[●]%
	(K)	Type of valuation[128]:	[American/Bermudan/European] Valuation[129]
(xxx)		Non-Protected Knock-in Put with Call Redemption Amount (Booster):	Applicable: Redemption Payout Condition 29 (*Non-Protected Knock-in Put with Call Redemption Amount (Booster)*) applies
	(A)	Call Element:	[*specify Reference Item(s) comprising Call Element*] [See item [16/17/18/19/20] above][130]
			[Nth Performance is Applicable and N = [●] [st/nd/rd/th] [highest/lowest]]
	–	Performance Floor$_{Call}$:	[[●]%/Not Applicable]
	–	Call Strike:	[[●]/100%]
	–	Call Barrier:	[●]%
	–	PR$_{Call}$:	[●]%
	–	Type of valuation in respect of the Call Element:	[American/Bermudan/European] Valuation[131]
	(B)	Put Element:	[*specify Reference Item(s) comprising Put Element*] [See item [16/17/18/19/20] above][132]
			[Nth Performance is Applicable and N = [●] [st/nd/rd/th] [highest/lowest]]
	–	Performance Floor$_{Put}$:	[[●]%/Not Applicable]
	–	Put Strike:	[[●]/100%]
	–	Put Barrier:	[●]%
	–	PR$_{Put}$:	[●]%

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[128] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[129] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (L) and (M) are deleted.

[130] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[See item [16/17/18/19/20] above]" are inserted.

[131] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-paragraphs "Performance Floor$_{Call}$" to "Type of valuation in respect of the Call Element" are inserted.

[132] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[See item [16/17/18/19/20] above]" are inserted.

		Type of valuation in respect of the Put Element:	[American/Bermudan/European] Valuation
	(C)	FX Option Conversion:	[Applicable/Not Applicable][133]
(xxxi)		General Redemption Amount:	Applicable: Redemption Payout Condition 30 (*General Redemption Amount*) applies
	(A)	Number of General Redemption Components(n):	[●] (*Insert (B) – (E) below for each General Redemption Component*)
	(B)	General Redemption Component:	$j = [●]$
	(C)	Reference Item(s):	[*specify Reference Item(s) comprising the relevant General Redemption Component*] [See item [16/17/18/19/20] above] [Nth Performance is Applicable for this General Redemption Component and N = [●] [st/nd/rd/th] [highest/lowest]][134]

(D) Performance Intervals:

Performance Interval Number (m)	Starting Performance Interval Point	Ending Performance Interval Point	Participation Rate	Digital Level
[●] (*insert number i.e. 1, 2 etc starting with lowest Performance Interval Point*)	[●]%	[●]%	[●]%	[●]%

(*repeat each line for each Performance Interval*)

(xxxii)		Barrier Bond Redemption Amount:	Applicable: Redemption Payout Condition 31 (*Barrier Bond Redemption Amount*) applies
	(A)	Type of Valuation:	[Continuous/Daily] Valuation: Applicable (*N.B. Continuous Observation may not be specified where the Reference Items are FX Rates*)
	(B)	Barrier Event:	[Less than/Equal to or greater than]
	(C)	FX Principal Conversion:	[Applicable/Not Applicable]

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[133] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs "Performance Floor_Call", "FX Option Conversion", "Call Strike", "Call Barrier", "PR_Call", "Valuation", "Valuation Date" and "Bermudan Observation Date" are deleted and two new sub-paragraphs "Type of valuation in respect of the Put Element" and "FX Option Conversion" are inserted after "PR_Put".

[134] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (C), (D) and (E) are deleted and a new sub-paragraph (C) inserted therefor. The previous sub-paragraph (F) is renumbered as (D).

| | (D) | Barrier Level: | In respect of a Reference Item, [[●]% of Reference Item Initial$_i$ for such Reference Item/the [level/price/rate/value] specified for such Reference Item as follows: |

i	Reference Item	Barrier Level
1	[●]	[●]
…	[●]	[●]
[*n*]	[●]	[●]]

| | (E) | Barrier Event Observation Dates: | [[●] [Business Days] prior to the relevant Interest [Payment/Period] Date] / [Each Interest [Payment/Period] Date] |

(*Specify Interest Payment Dates where "Accrual" is specified as Not Applicable and specify Interest Period Dates where "Accrual" is specified as Applicable or the Notes are not Fixed Rate Notes*)

37.   **Redemption Valuation Provisions**

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Redemption Valuation Provisions relating to the [Put/Call] Element:] [Redemption Valuation Provisions relating to General Redemption Component [●]:][135]

| (i) | Initial valuation to determine [Reference Item Initial$_i$/Reference Item TOM Initial$_{t,i}$]: | [Applicable/Not Applicable] |

(*If not applicable and/or an Initial Price is specified for each Reference Item above, delete the remaining sub–paragraphs of this paragraph.   If applicable, include whichever provisions apply and delete the remaining alternatives*)

(*N.B. Only the Initial Valuation Date may be specified for Inflation-Linked Notes*)

| | Initial Valuation Date[s]: | [●] / [As defined in Reference Item Condition 3.3 (*Definitions*)]/[In respect of a TOM Period, as specified in item 36(xxv)(E) above] |

| | Initial Averaging Dates: | As set out in the table below: |

t	Initial Averaging Dates
1	[●]

---

[135] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted at the beginning of item 37.

	…	[●]
	y	[●]

	Initial Valuation Period:	The Initial Valuation Period is the period from ([but excluding/and including] [136]) [●] to ([and including/but excluding][137]) [●]
	Valuation Period Dates for the Initial Valuation Period:	[Each [●][, [●] and [●]] [falling during the Initial Valuation Period]] [The definition set out in the Reference Item Conditions applies][138] Look-Back: [Applicable/Not Applicable] [[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]
	[139]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]: [Omission / Postponement / Modified Postponement] applies (*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[140]*)
(ii)	Final Valuation to determine [Reference Item Final$_i$ / Reference Item TOM Final$_{t,i}$] [and for [determination of European Barrier Event / European Valuation]][141]:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*) (*N.B. Only Final Valuation Date may be specified for Inflation-Linked Notes*)
	Final Valuation Date[s]:	[●] / [As defined in Reference Item Condition 3.3 (*Definitions*)]/[In respect of a TOM Period, as specified in item 36(xxv)(E) above]
	Final Averaging Dates:	As set out in the table below:

t	**Final Averaging Dates**

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[136] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[137] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[138] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Initial Valuation Period" is inserted.

[139] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[140] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

[141] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[and for [determination of European Barrier Event / European Valuation]]" are added at the end of the first paragraph in the left hand column of item 37(ii) before the final colon.

1	[●]
…	[●]
y	[●]

Final Valuation Period:	The Final Valuation Period is the period from ([but excluding/and including][142]) [●] to ([and including/but excluding][143]) [●]
Valuation Period Dates for the Final Valuation Period:	[Each [●][, [●] and [●]] [falling during the Final Valuation Period]] [The definition set out in the Reference Item Conditions applies][144]
	Look-Back: [Applicable/Not Applicable]
	[[Highest/Lowest] applies for the purposes of the definition of Reference Item Final$_i$]
[145]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
	[Omission / Postponement / Modified Postponement] applies
	(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[146]*)
(iii) Periodic Valuation:	[Applicable/Not Applicable]
	(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
− Periodic Valuation Dates:	Periodic Valuation Dates are as set out in the table below:

t	Periodic Valuation Dates
1	[●]
…	[●]
y	[●]]

− Adjustment provisions:	Adjustment provisions in the event of a [Disrupted Day/Market Disruption Event]:
	[Omission/Postponement/Modified Postponement]

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[142] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[143] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[144] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Final Valuation Period" is inserted.

[145] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[146] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

(iv)	[Continuous Valuation / Determination of American Barrier Event / American Valuation][147]:	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
		(*N.B. Not applicable [148]Inflation-Linked Notes or Currency-Linked Notes*)
	– Observation Period:	The period from ([but excluding/and including][149]) [●] to ([and including/but excluding][150]) [●]
(v)	[Determination of Bermudan Barrier Event / Bermudan Valuation]:	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
		(*N.B. Not applicable for Inflation-Linked Notes or Currency-Linked Notes*)
	– Bermudan Observation Dates:	[●]
	– Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
		[Omission / Postponement / Modified Postponement] applies[151]
(vi)	Daily Valuation:	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
		(*N.B. Only applicable where "Barrier Bond Redemption Amount" is specified as the Reference Item-Linked Redemption Amount and Daily Valuation is specified as Applicable in item 36(xxxii) above*)
	– Valuation Period:	The period from ([but excluding/and including][152]) [●] to ([and including/but excluding][153]) [●]

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[147] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, in the first paragraph of the left hand column of item 37(iv), the words "Continuous Valuation:" are deleted and the words "[Continuous Valuation / Determination of American Barrier Event / American Valuation]:"are substituted therefor.

[148] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "for Notes linked to Baskets of Reference Items or" are deleted.

[149] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[150] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[151] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, a new sub-paragraph 37(v) is inserted and the succeeding sub-paragraphs renumbered accordingly.

[152] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[153] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

		–	Valuation Period Dates for the Valuation Period:	[Each [●][, [●] and [●]] [falling during the Valuation Period]] [The definition set out in the Reference Item Conditions applies]

			Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:

[Omission / Postponement / Modified Postponement] applies[154]

(vii)		FX valuation:	[Applicable/Not Applicable]

		Principal FX Rate:	[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

(A)	Initial valuation to determine Reference Item Initial$_i$ in respect of the Principal FX Rate:	[Applicable/Not Applicable]

(*If not applicable and/or an Initial Price is specified for the FX Rate above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Initial Valuation Date:	[●]

	Initial Averaging Dates:	As set out in the table below:

t	**Initial Averaging Dates**
1	[●]
…	[●]
y	[●]

(B)	Final Valuation to determine Reference Item Final$_i$ in respect of the Principal FX Rate:	[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Final Valuation Date:	[●]

	Final Averaging Dates:	As set out in the table below:

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[154] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition the sub-paragraphs "Valuation Period Dates for the Valuation Period" and the related adjustment provision are inserted.

t	Final Averaging Dates
1	[●]
…	[●]
y	[●]

Option FX Rate: [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

(A) Initial valuation to determine Reference Item Initial$_i$ in respect of the Option FX Rate : [Applicable/Not Applicable]

(*If not applicable and/or an Initial Price is specified for the FX Rate above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

Initial Valuation Date: [●]

Initial Averaging Dates: As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

(B) Final Valuation to determine Reference Item Final$_i$ in respect of the Option FX Rate: [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

Final Valuation Date: [●]

Final Averaging Dates: As set out in the table below:

t	Final Averaging Dates
1	[●]
…	[●]

y   [●]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

38.	Form of Notes:	[Bearer Notes]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes]

[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note]

(*N.B. In the case of Bearer Notes, the exchange upon notice/at any time options as specified above and in the Conditions should not be expressed to be applicable if the Specified Denomination of the Notes in item 6 includes language substantially to the following effect: "[EUR 100,000 and integral multiples of EUR 1,000 in excess thereof and up to and including EUR 199,000]"*)

[VP Systems Notes issued in uncertificated and dematerialised book entry form. See further item 13 of Part B below]

39.	New Global Note form:	[Applicable/Not Applicable]
40.	Applicable Business Centre(s):	[Not Applicable/*insert Applicable Business Centres*]
41.	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
42.	Applicable Financial Centre(s) or other special provisions relating to Payment Business Days:	[Not Applicable/*Insert Applicable Financial Centre*]

(*See definition of Payment Business Day in the Conditions. Note that this item relates to the date and place of payment, and not to Interest Payment Dates/Maturity Date*)

43.	Notices to be published on:	[●] / [*www.danskebank.com*] / [As specified in General Condition 15 (*Notices*)]
44.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
45.	Name and address of the Calculation Agent:	[●]

[**THIRD PARTY INFORMATION**

[*Relevant third party information*] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: By:

Duly authorised   *Duly authorised*

CC: Citibank, N.A., London Branch as Fiscal Agent

PART B - OTHER INFORMATION

1. **Listing and Admission to Trading**

   (i)   Listing: [The Official List of the Irish Stock Exchange plc] / [The Nasdaq Copenhagen A/S] / [The Nasdaq Stockholm AB] / [The Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [The Luxembourg Stock Exchange] / [Not Applicable]

   (ii)   Admission to trading: [Application has been made for the Notes to be admitted to trading on [the regulated market of the Irish Stock Exchange plc] / [the Nasdaq Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg Stock Exchange] with effect from [●]/Not Applicable]

                                            (*Where documenting a fungible issue need to indicate that original securities are already admitted to trading*)

   (iii) Estimate of total expenses related to admission to trading*:   [[●]/Not Applicable]

   (iv)   Market Making: [*Insert the name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms and their commitment*]

2. **[Interests of Natural and Legal Persons involved in the [Issue/Offer]**

   [*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

   [Save as discussed in the "*Subscription and Sale*" section of the Base Prospectus, /Not Applicable:] so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer]

3. **Reasons for the Offer, Estimated Net Proceeds and Total Expenses**

   (i)   [Reasons for the offer: [●]

                                            (*See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here*)]

   (ii)   [Estimated net proceeds]:   [●]

                                            (*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding*)**

   (iii) [Estimated total expenses]:   [●]

(*Include breakdown of expenses*)**

(*It is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above*)

4.   **[Yield** (*Fixed Rate Notes only*)

Indication of yield: [●]]

[The yield is calculated [as the internal rate of return/at the Issue Date] of the Notes on the basis of the relevant Issue Price. [The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.]]

5.   **[Historic Interest Rates** (*Rate-Linked Notes only*)**

Details of historic interest rates in the case of Variable Rate Notes can be obtained from [Reuters/[●]]]

6.   **[[Information relating to Reference Entity/Entities, explanation of effect on value of investment and associated risks and other information concerning the Reference Entity/Entities:** (*Credit-Linked Notes only*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include the name of [the/each] reference entity and need to include details of where the information about each reference entity can be obtained:* [Information relating to [the/each] Reference Entity is available from internationally recognised published or electronically displayed sources such as Bloomberg and any web-site of [the/each] Reference Entity/[●]]]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

7.   **[[Performance of Inflation Index, explanation of effect on value of investment and associated risks and other information concerning the Inflation Index:** (*Inflation-Linked Notes only*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include details of where past and future performance and volatility of the Inflation Index can be obtained*] [*Need to include the name of the Inflation Index need to include details of where the information about the Inflation Index can be obtained*]

[*Include any disclaimer wording required by the Index Sponsor*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

8.   **[[Performance of [Index/Basket of Indices], explanation of effect on value of investment and associated risks and other information concerning the [Index/Basket of Indices]:** (*Index-Linked Notes only*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include details of where past and future performance and volatility of [the/each] index can be obtained*] [*Need to include the name of [the/each] index need to include details of where the information about [the/each] index can be obtained*]

[*Include any disclaimer wording required by the Index Sponsor(s)*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

9.   **[[Performance of [Underlying Equity/Basket of Underlying Equities], explanation of effect on value of investment and associated risks and other information concerning the [Underlying Equity/Basket of Underlying Equities]:** (*Equity-Linked Notes only*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include details of where past and future performance and volatility of [the/each] underlying equity can be obtained*] [*Need to include the name of [the/each] issuer of [the/each] underlying equity and the ISIN or other identification code*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

10.   **[[Performance of [Fund Interest/Basket of Fund Interests], explanation of effect on value of investment and associated risks and other information concerning the [Fund Interest/Basket of Fund Interests]:** (*Fund-Linked Notes only*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include details of where past and future performance and volatility of [the/each] fund interest can be obtained.*] [*Need to include the name of [the/each] fund of [the/each] fund interest and the ISIN or other identification code*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

11.   **[[Performance of [[rate[s] of exchange/formula/currencies], explanation of effect on value of investment and associated risks and other information concerning the of [[rate[s] of exchange/formula/currencies]:** (*Only for Currency-Linked Notes including where "FX Principal Conversion" and/or "FX Option Conversion" is specified as Applicable*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include details of where past and future performance and volatility of the [relevant rates/formula/currencies] can be obtained*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

12.   **[[Performance of [Commodity/Basket of Commodities], explanation of effect on value of investment and associated risks and other information concerning the [Commodity/Basket of Commodities]:** (*Commodity-Linked Notes only*)

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident*]

[*Need to include details of where past and future performance and volatility of [the/each] commodity/formula can be obtained] [Need to include the name of [the/each] commodity and need to include details of where the information about [the/each] commodity can be obtained*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]]

13.   **Operational Information:**

ISIN Code: [●]

Common Code: [●]

New Global Note intended to be held in a manner which would allow Eurosystem eligibility:

[*Not Applicable*] (*Specify "Not Applicable" if the Notes are being issued in CGN form*)

[Yes. Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with one of Euroclear Bank S.A./N.V. or Clearstream Banking S.A. as common safe-keeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] (*If "Yes" selected, Bearer Notes must be issued in NGN form*)

[No. Whilst the designation is specified as "no" at the date of this Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of Euroclear Bank S.A./N.V. or Clearstream Banking S.A. as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking S.A. and the relevant identification number(s):

[Not Applicable/*give name(s) and number(s)*/VP, VP identification number: [●]/VPS, VPS identification number: [●]/Euroclear Finland, Euroclear Finland identification number: [●]/Euroclear Sweden, Euroclear Sweden identification number: [●]]

The Issuer shall be entitled to obtain certain information from the register maintained by [the VP/the VPS/Euroclear Finland/ Euroclear Sweden] for the purpose of performing its obligations under the issue of VP Systems Notes] (*delete as applicable*)

	Delivery:	Delivery [against/free of] payment
	Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable/[●]]

14.   **Distribution**

(i)	Name [and address]** of Dealer:		[Not Applicable/give name [and address]**]
(ii)	Total commission and concession**:		[●] per cent. of the Aggregate Principal Amount**
(iii)	TEFRA Rules:		TEFRA [C/D/not applicable]
(iv)	Non-exempt Offer [where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus]:		[Applicable] [Not Applicable] (*if not applicable, delete the remaining sub-paragraphs below and also paragraph 15 below*)
(v)	[Non-exempt Offer Jurisdictions:		[Denmark / Finland / Germany / Ireland / Luxembourg / Sweden / United Kingdom]
(vi)	[Offer Period:		[*Specify date*] until [*specify date*]
(vii)	[Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it:		[*Insert names and addresses of financial intermediaries receiving consent (specific consent)*]]

15.   **[Terms and Conditions of the Offer:**

Offer Price:	[Issue Price/Not Applicable/*specify*]
[Conditions to which the offer is subject:]	[Not Applicable/*give details*]
[Description of the application process]:	[Not Applicable/*give details*]
[Details of the minimum and/or maximum amount of application]:	[Not Applicable/*give details*]
[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants]:	[Not Applicable/*give details*]
[Details of the method and time limits for paying up and delivering the Notes:]	[Not Applicable/*give details*]
[Manner in and date on which results of the offer are to be made public:]	[Not Applicable/*give details*]
[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]	[Not Applicable/*give details*]

[Whether tranche(s) have been reserved for certain countries:]	[Not Applicable/*give details*]
[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:]	[Not Applicable/*give details*]
[Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]	[Not Applicable/*give details*]
[Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:]	[None/*give details*]
[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:]	[None/*give details*]

16.   U.S. Federal Income Tax Considerations

(i)   [The Notes are [not] Specified Notes for purposes of Section 871(m).] [*The Notes will not be Specified Notes if they (i) are issued prior to January 1, 2017 or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes are issued after January 1, 2017 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required.*]

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1   Complete each section only if applicable. Otherwise delete and re-number sections accordingly.

*   Delete if the minimum denomination is less than EUR 100,000 (or its equivalent).

**   Delete if the minimum denomination is greater than or equal to EUR 100,000 (or its equivalent).

[ANNEX

SUMMARY OF THE NOTES

[*issue specific summary to be inserted*]]**

SCHEDULE 5

AMENDMENTS TO EXEMPT NOTES PRO FORMA PRICING SUPPLEMENT

The following amendments are made to the Exempt Notes Pro Forma Pricing Supplement set out in the Base Prospectus:

SECTION F.4 - EXEMPT NOTES PRO FORMA PRICING SUPPLEMENT

Pro Forma Pricing Supplement for an issue of Exempt Notes by Danske Bank A/S under the EUR 5,000,000,000 Structured Note Programme.

PRICING SUPPLEMENT
DATED [●]

Series No. [●]   Tranche No. [●]

DANSKE BANK A/S

EUR 5,000,000,000

Structured Note Programme

Issue of

[Aggregate Principal Amount of Tranche] [Title of Notes]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH THE PROSPECTUS DIRECTIVE (AS DEFINED BELOW) IN RELATION TO NOTES WHICH ARE THE SUBJECT OF THIS PRICING SUPPLEMENT.

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression "**Prospectus Directive**" means Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area).

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Listing Particulars dated 22 June 2016 [and the Supplement No. [●] dated [●]] ([together,] the "**Listing Particulars**"). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with such Listing Particulars. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Listing Particulars. The Listing Particulars are available for viewing at and copies may be obtained from the website of the Irish Stock Exchange plc at *www.ise.ie*.

[*The following alternative language applies if the first Tranche of an issue of Notes which is being increased was issued under Listing Particulars/a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the [Listing Particulars/Base Prospectus] dated [*original date*] [as supplemented by Supplement No. [●] dated [●]] which are incorporated by reference in the Listing Particulars dated [*current date*][, as supplemented by Supplement No. [●] dated [●]] ([together,]the "**Listing Particulars**"). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Listing Particulars. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Listing Particulars. The Listing Particulars are available for viewing at and copies may be obtained from the website of the Irish Stock Exchange plc at *www.ise.ie*]

[*The following language is only to be inserted in Amended and Restated Final Terms which are prepared as a consequence of the update of a Base Prospectus in respect of the Programme prior to the end of the Offer Period/before the date of admission to trading of the Notes*]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Pricing Supplement.*]

17.	Issuer:		Danske Bank A/S
18.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[Not Applicable]/[The Notes will be consolidated and form a single Series with [*identify earlier Tranche(s)*] on the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in item 55 [155]below, which is expected to occur on or about [*date*]]
19.	Specified Currency or Currencies:		[●]
20.	Aggregate Principal Amount:		[[●]]
	(i)	[Series:	[●]]
	(ii)	[Tranche:	[●]]
21.	Issue Price:		[●] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date] (*if applicable*)] [plus [●] in respect of interest]
22.	(i)	Specified Denominations:	[●]
	(ii)	Calculation Amount:	[●]
			(*If only one Specified Denomination, insert the Specified Denomination*
			If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations)

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[155] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the title "(*Form of Notes*)" is deleted.

23.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[Issue Date/[●]/Not Applicable]
	(iii)	Trade Date:	[●]

24.   Maturity Date:

[*specify date*][, subject to adjustment in accordance with the Business Day Convention specified in item 58 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*]

25.   Interest Basis:

[[●] per cent. Fixed Rate]
[[[Capped/Floored/Collared/Reverse] Floating Rate Notes / Steepener Notes / Snowball Notes / Range Accrual Notes / Binary Rate Notes / Inflation Adjusted Interest Notes] determined by reference to [[●] [month/year] [*Currency*] [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW/OMX Swap Rate] / [●] / the Swap Rate] [which are]
[Rate-Linked Interest Notes]
[Inflation-Linked Interest Notes]
[Index-Linked Interest Notes]
[Equity-Linked Interest Notes]
[Fund-Linked Interest Notes]
[Currency-Linked Interest Notes]
[Commodity-Linked Interest Notes]
[Zero Coupon Notes]
[*Specify other*]
(further particulars specified at item[s] [41] [42] [and [43(i) / 43(ii) / 43(iii) / 43(iv) / 43(viii) / 43(ix) / 43(vi) / 43(v) / 43(vii)]] [44] [45] [and 46] below)

[Not Applicable – the Notes do not bear or pay any interest]

26.   Redemption/Payment Basis:

[Redemption at [par/[●] per cent.]]

[Inflation-Linked Redemption Notes]
[Index-Linked Redemption Notes]
[Equity-Linked Redemption Notes]
[Fund-Linked Redemption Notes]
[Currency-Linked Redemption Notes]
[Commodity-Linked Redemption Notes]
[and Credit-Linked Redemption Notes]
[*Specify other*]
(further particulars specified at item[s] [51] [and [53] below)
[subject to Autocall Early Redemption]

27.	Change of Interest or Redemption/Payment Basis:		[Not Applicable/*or specify details of any provision for convertibility of Notes into another interest or redemption/payment basis*]

28.	Put/Call Options:		[Call Option/Put Option/Not Applicable]
			(further particulars specified in item [47/48] below)

29.	Tax Gross-Up:		[General Condition 8.1 (*Gross-Up*) applicable]/[General Condition 8.3 (*No gross-up*) applicable]
			(*N.B. Only one of General Condition 8.1 (Gross up) and 8.3 (No gross-up) should be specified as Applicable. If General Condition 8.1 (Gross up) is specified as Applicable, General Condition 6.3 (Early redemption for tax reasons) will be applicable and General Condition 8.3 (No gross-up) will not be applicable*)

30.	Date of Board approval for issuance of Notes obtained:		[Not Applicable/give details]
			(*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO REFERENCE ITEMS AND FX PRINCIPAL/OPTION CONVERSION

31.	**Rate-Linked Provisions**		[Applicable/Not Applicable] [in respect of the Variable Rate Provisions]
			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
	(i)	Whether the Notes relate to a basket of Underlying Rates or a single Underlying Rate (and if applicable) the relevant weightings:	Single Underlying Rate
	(ii)	Manner in which the Underlying Rate(s) is/are to be determined:	[Screen Rate Determination/ISDA Determination] [Swap Rate Determination and the relevant Underlying Swap Rates will be determined in accordance with [Screen Rate/ISDA] Determination] [As specified in the Table below]
	(iii)	Screen Rate Determination:	[Applicable/Not Applicable]
			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
		(A) Reference Rate:	[[●] [month/year] [*Currency*] [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [OMX Swap Rate] / [As specified in the Table below]
		(B) Relevant Currency:	[●] / [As specified in the Table below]

(C)	Designated Maturity:	[●] / [As specified in item 31(v) below] / [As specified in the Table below] / [and in/In respect of the [●] Interest Period[s], determined as provided in Reference Item Condition 1.2(iv) (*Linear Interpolation*)]
(D)	Relevant Screen Page:	[●] / [As specified in the Table below]
(E)	Relevant Time:	[[●] in the Relevant Financial Centre] / [As specified in the Table below]
(F)	Relevant Financial Centre:	[●] / [As specified in the Table below]
(G)	Reference Banks:	[●] / [As specified in Reference Item Condition 1.3 (*Definitions*)] / [As specified in the Table below]

(iv) ISDA Determination: [Applicable/Not Applicable]

(*If applicable and the Notes relate to more than one Reference Rate, delete the remaining sub-paragraphs of this paragraph and insert the relevant details in the Table below*)

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(A)	Floating Rate Option:	[●] / [As specified in the Table below]
(B)	Designated Maturity:	[●] / [As specified in item 31(v) below] / [As specified in the Table below] / [and in/In respect of the [●] Interest Period[s], determined as provided in Reference Item Condition 1.2(iv) (*Linear Interpolation*)]
(C)	Reset Date:	[●] / [First day of the relevant Interest Period] / [The relevant Observation Date]

(v) Swap Rate Determination: [Applicable/Not Applicable]

(*If applicable, also complete the relevant provisions of item 31(iii) or 31(iv) above. If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(A)	Designated Maturity of Swap Rate 1:	[●] [As specified in the Table below]
(B)	Designated Maturity of Swap Rate 2:	[●] [As specified in the Table below]

TABLE

Screen Rate Determination

[i	Reference Rate	Relevant Currency	Designated Maturity [Swap Rate 1]	[Swap Rate 2	Relevant Screen Page	Relevant Time	Relevant Financial Centre	Reference Banks
1	[[●] [month/year] [*Currency*] [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [OMX Swap Rate]	[●]	[●]	[●]	[●]	[●] in the Relevant Financial Centre]	[●]]	[●] / [As specified in Reference Item Condition 1.3 (*Definitions*)]
…]	…	…	…	…]	…	…	…

ISDA Determination

[i	Floating Rate Option	Designated Maturity [Swap Rate 1]	[Swap Rate 2	Reset Date
[1/ …	[●]	[●]	[●]	[●]
…]	…	…	…]	…

32.	**Inflation Linked Provisions**		[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]
			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	The identity of the relevant Inflation Index:	[*Insert name of Inflation Index*]
	(ii)	Payment Dates:	[*Specify*/The provisions of Reference Item Condition 3.3 (*Definitions*) apply]
	(iii)	Relevant Determination Date:	[*Specify*/The provisions of Reference Item Condition 3.3 (*Definitions*) apply/As specified in item [42(v)] [and item] [54(ii)] below]
	(iv)	Number of Months:	

(t)	$(t - \omega)$
[●]	[●]

(v)	Related Bond:	[Applicable: [*Specify*/Fallback Bond]] / [Not Applicable] [Issuer of Related Bond: [●]]
(vi)	Fallback Bond:	[Applicable: [*Specify*/The provisions of Reference Item Condition 3.3 (*Definitions*) apply] End Date: [●]] [Not Applicable]
(vii)	Period of Cessation of Publication:	[[●] months] / [The provisions of Reference Item Condition 3.2(ii) (*Cessation of Publication*) apply]
(viii)	Revised Index Level:	[No Revision/Revision] shall apply
(ix)	Revision Cut-off Date:	[[●] Business Days prior to [the/each] Payment Date] / [The provisions of Reference Item Condition 3.3 (*Definitions*) apply]
(x)	Manifest Error Cut-off Date:	[[●] Business Days prior to [the/each] Payment Date] / [The provisions of Reference Item Condition 3.3 (*Definitions*) apply]
33.	**Index-Linked Provisions**	[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only] (*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][156]

(i)	Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s][157] to a basket of indices or a single index, the identity of the relevant Index/Indices, whether any such Index is a Designated Multi-Exchange Index and (if applicable) the relevant weightings:	[Basket of Indices/Single Index] [[*Insert name of Index*]/The [Index is/Indices are] as specified in the Table below] [[The Index is a Designated Multi-Exchange Index]/[[The/Each] Index is a Multi-Exchange Index if so specified in the Table below]

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[156] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[157] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

		(*N.B. Designated Multi-Exchange Index only applies in relation to the EURO STOXX Index unless otherwise specifically agreed*)
		[W_i, the weighting, for each Index is as specified in [the Table below/item 53(xi)(E) below]]
(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Exchange(s):	[[●]/Principal Exchanges/As specified in the Table below]
(iv)	Related Exchange(s):	[[●]/As specified in the Table below/All Exchanges]
(v)	Valuation Time:	[Reference Item Condition 4.4 (*Definitions*) applies/As specified in the Table below/Scheduled Closing Time/*specify other*]
(vi)	Correction of Index Levels:	Correction of Index Levels [applies/does not apply and any relevant amounts shall be calculated without regard to any subsequently published correction]
		(*If Correction of Index Levels does not apply, delete the following sub paragraph*)
	[Correction Cut-Off Date:	[In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]

TABLE

i	Index	Designated Multi-Exchange Index	Exchange	Related Exchange	[Valuation Time	[Initial Price	[W_i
1	[●]	[Yes/No]	[[●]/Principal Exchanges]	[[●]/All Exchanges]	[[●]/Scheduled Closing Time]	[●]	[●]
…	[●]	[Yes/No]	[[●]/Principal Exchanges]	[[●]/All Exchanges]	[[●]/Scheduled Closing Time]	[●]	[●]
n	[●]	[Yes/No]	[[●]/Principal Exchanges]	[[●]/All Exchanges]	[[●]/Scheduled Closing Time]]	[●]]	[●]]]

34.	**Equity-Linked Provisions**	[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][158]

(i)	Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s][159] to a basket of equity securities or a single equity security, details relating to the Underling Equity /Equities, the identity of the relevant issuer(s) of the Underlying Equity/Equities, whether any such Underlying Equity is an ETF share and (if applicable) the relevant weightings:	[Basket of Underlying Equities/Single Underlying Equity] [[*Insert type of Underlying Equity*]/The Underlying [Equity is/Equities are] as specified in the Table below] [[The/Each] Underlying Equity is an ETF Share [if so specified in the Table below]] [[*Insert name of Equity Issuer*]/[The Equity Issuer of [the/each] Underlying Equity is the entity specified in the Table below] [W_i, the weighting, for each Underlying Equity is as specified in [the Table below/item 53(xi)(E) below]]
(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Exchange(s):	[[●]/As specified in the Table below]
(iv)	Related Exchange(s):	[[●]/As specified in the Table below/All Exchanges]
(v)	Valuation Time:	[Reference Item Condition 5.3 (*Definitions*) applies/As specified in the Table below/Scheduled Closing Time/*specify other*]
(vi)	Potential Adjustment Events:	[Applicable/Not Applicable] [in respect of each Underlying Equity]
(vii)	Extraordinary Events:	[Applicable/Not Applicable] [in respect of each Underlying Equity]
(viii)	Correction of Underlying Equity Prices:	Correction of Underlying Equity Prices [applies/does not apply and any relevant amounts shall be calculated without regard to any subsequently published correction] (*If Correction of Underlying Equity Prices does not apply, delete the following sub paragraph*)

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[158] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[159] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

[Correction Cut-Off Date: [In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]

TABLE

i	Underlying Equity	ETF Share	Equity Issuer	Exchange	Related Exchange	[Valuation Time	[Initial Price	W $_i$
1	[Common Stock/*specify other*]	[Yes/No]	[●]	[●]	[[●]/All Exchanges]	[●]	[●]	[●]
…	[Common Stock/*specify other*]	[Yes/No]	[●]	[●]	[[●]/All Exchanges]	[●]	[●]	[●]
n	[Common Stock/*specify other*]	[Yes/No]	[●]	[●]	[[●]/All Exchanges]	[●]	[●]]	[●]

35. **Fund-Linked Provisions** [Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]

(*If not applicable, delete the remainin*g *sub paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][160]

(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s][161] to a basket of Fund Interests or a single Fund Interest, details relating to the Fund Interest(s), the identity of the relevant Fund(s) and (if applicable) the relevant weightings:

[Basket of Fund Interests/Single Fund Interest]

[[*Insert type of Fund Interest*]/The Fund [Interest is/Interests are] as specified in the Table below]

[[*Insert name of Fund*]/[The issuer of [the/each] Fund Interest is the fund specified in the Table below]

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[160] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[161] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

		[Wᵢ, the weighting, for each Fund Interest is as specified in the Table below/item 53(xi)(E) below]]
(ii)	Reference Price:	[*specify alternate valuation provisions*/Reference Item Condition 6.4 (*Definitions*) applies]
(iii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iv)	Potential Adjustment Events:	[Applicable/Not Applicable] [in respect of each Fund Interest]
(v)	Extraordinary Events:	[Applicable/Not Applicable] [in respect of each Fund Interest]
(vi)	Correction of NAV:	Correction of NAV [applies/does not apply and any relevant amount shall be calculated without regard to any subsequently published correction]
		(*If Correction of NAVs does not apply, delete the following sub paragraph*)
	[Correction Cut-Off Date:	[In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]
(vii)	Additional Fund-Linked Provisions:	(*Complete prompts (A)-(X) opposite and when completing if applicable include the wording:* "in respect of [all] Fund Interest[s] ([*specify number(s)] shown in the Table below*])
	(A) Cut-off Period:	[● Scheduled Redemption Valuation Dates/*insert other*]
	(B) Deemed Payout Method:	[Applicable/Not Applicable]
	(C) Extraordinary Dividend:	[*insert*/Reference Item Condition 6.5 applies]
	(D) Extraordinary Fund Events:	[Fund Insolvency Event [for which purpose [each of][●] are specified as a Fund Insolvency Entity/NAV Trigger Event/Adviser Resignation Event/Reporting Disruption]]/[Additional Extraordinary Fund Event]
	(E) Final Cut-off Date:	[*insert if applicable*]
	(F) Fund Administrator:	[*insert*/Reference Item Condition 6.5 applies]
	(G) Fund Adviser:	[*insert details*]
	(H) Fund Business Day:	[*insert*/Reference Item Condition 6.5 applies]
	(I) Fund Disruption Event:	[*insert*/Reference Item Condition 6.5 applies]
	(J) Additional Fund Documents:	[*insert if applicable*]
	(K) Fund Interest Unit:	[*insert*]
	(L) Fund Service Provider:	[*insert if applicable*]
	(M) Hypothetical Investor:	[*insert*/Reference Item Condition 6.5 applies]

(N) Hypothetical Investor Jurisdiction: [*insert*/Reference Item Condition 6.5 applies]

(O) Redemption Notice Date: [*insert*/Reference Item Condition 6.5 applies]

(P) Redemption Proceeds: [The Hypothetical Investor will be deemed to have elected [non-]cash payment/Reference Item Condition 6.5 applies]

(Q) Reference Fund: [*insert*/Reference Item Condition 6.5 applies]

(R) Reference Fund Subscription Date: [*insert/*Reference Item Condition 6.5 applies]

(S) Relevant Price: [*insert*/Reference Item Condition 6.5 applies]

(T) Reported Value Method: [Applicable/Not Applicable][and where the Reported Value Convention is [Prior Redemption Valuation Date][Prior Fund Valuation Date][Last Reported Value][Following Fund Valuation Date][Following Redemption Valuation Date]]

(U) Scheduled Redemption Payment Date: [*insert*/Reference Item Condition 6.5 applies]

(V) Scheduled Redemption Valuation Date: [*insert*/Reference Item Condition 6.5 applies]

(W) Subscription Notice Date: [*insert/*Reference Item Condition 6.5 applies]

(X) Valuation Time: [*insert/*Reference Item Condition 6.5 applies]

TABLE

i	Fund Interest	Fund	[Fund Business Day Centres	[Initial Price	[Wi
1	[●]	[●]	[●]	[●]	[●]
…	[●]	[●]	[●]	[●]	[●]
n	[●]	[●]	[●]]	[●]]	[●]]]

36. **Currency-Linked Provisions**   [Not Applicable] / [Applicable [in respect of FX Interest Conversion] [only] [and] [in respect of FX Principal Conversion] [only] [and] [in respect of FX Option Conversion] [only] [and] [in respect of the Variable Rate Provisions] [only]

[and] [in respect of the Reference Item-Linked Redemption Provisions] [only]]

(*Specify for the Reference Item(s) and/or repeat for each of FX Interest Conversion, FX Principal Conversion and FX Option Conversion, as applicable*)

[FX [Interest/Principal/Option] Conversion applies as specified in item 53 below and the provisions of Schedule 7 (*Currency Linked Notes*) shall apply for the determination of the [Interest/Principal/Option] FX Rate]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][162]

(i)	Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s][163] to a basket of FX Rates or a single FX Rate, the identity of the relevant Currency Pair(s), Subject Currency/Currencies and Base Currency/Currencies and (if applicable) the relevant weightings:	[Basket of FX Rates/Single FX Rate] [The [Interest/Principal/Option] FX Rate shall be determined by reference to the Single FX Rate described below] [[*Insert details of Currency Pair(s), Subject Currency/Currencies and Base Currency / Currencies*]/The Currency Pair[s], Subject Currenc[y/ies] and Base Currenc[y/ies] are as specified in the Table below] [W_i, the weighting, for each FX Rate is as specified in [the Table below/item 53(xi)(E) below]]
(ii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iii)	Relevant FX Screen Page:	[[●]/As specified in the Table below]
(iv)	Valuation Time:	[[●]/As specified in the Table below]
(v)	Currency Business Day Centre(s):	[[●]/As specified in the Table below]
(vi)	Reference Price:	Cross-rate: [Applicable/Not Applicable] [As specified in the Table below] [*Specify for each Cross-rate:* The Reference Price is [the [product/quotient] of] [(i) the [product/quotient] of] [the inverse of] [*insert Relevant Currency Pair*] [(as numerator)] [and] [(ii)]

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[162] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[163] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

[the inverse of] [*insert Relevant Currency Pair*] [(as [numerator/denominator])] [and] [(ii/iii)] [the inverse of] [*insert Relevant Currency Pair*] [as denominator]]

TABLE

(*Specify for each Currency Pair which is not part of a Cross-rate*)

[i	Cross-rate	Currency Pair	Subject Currency	Base Currency	Relevant FX Screen Page	Valuation Time	Currency Business Day Centre(s)	[Initial Price	[Wi
1	Not Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
…	Not Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
[n/…]	Not Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]]	[●]]]

(*Specify for each Cross-rate*)

[i	Cross-rate	Relevant Currency Pairs comprising Cross-rate	Subject Currency	Base Currency	Relevant Screen Page FX	Valuation Time	Currency Business Day Centre(s)	[Initial Price	[Wi
[1/…]	Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
…	Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]	[●]
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
n	Applicable	[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]	[●]]	[●]]]
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		
		[●]/[●]	[●]	[●]	[●] [●]	[●] ([●] time)	[●] [●]		

37. **Commodity-Linked Provisions**

[Applicable/Not Applicable] [in respect of the Variable Rate Provisions] [only] [and] [in respect of the Reference Item-Linked Redemption Provisions] [only]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Reference Item(s) relating to the [Put/Call] Element:] [Reference Item(s) relating to General Redemption Component [●]:][164]

(i)	Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s][165] to a basket of Commodities or a single Commodity, the identity of the relevant Commodity/Commodities, whether any such Commodity is a Bullion Commodity or a Commodity Index and (if applicable) the relevant weightings:	[Basket of Commodities/Single Commodity] [[*Insert type of Commodity*]/The [Commodity is/Commodities are] as specified in the Table below] [The Commodity is a [Bullion Commodity/Commodity Index]]/[[The/Each] Commodity is a Bullion Commodity [and/or a Commodity Index] if so specified in the Table below] [Wi, the weighting, for each Commodity is as specified in [the Table below/item 53(xi)(E) below]]
(ii)	Reference Price:	[*Specify alternate valuation provisions*/Reference Item Condition 8.4 (*Definitions*) applies]
(iii)	Initial Price:	[[●]/As specified in the Table below/Not Applicable]
(iv)	Commodity Reference Price:	[[●]/Commodity Reference Dealers; *specify Reference Dealers at item 37(xvi) below*/As specified in the Table below]
	Alternate Commodity Reference Price:	[*specify*/Not Applicable/As specified in the Table below]
(v)	Specified Price:	[high price][low price][average of high and low prices][closing price][opening price][bid price][asked price][average of bid and asked prices][settlement price][official settlement price][official price][morning fixing][afternoon fixing][spot price][other] [*insert time, if applicable*] [As specified in the Table below]
(vi)	Delivery Date:	[date] [month and year] [[First/Second/Third/*other*] Nearby Month] [*specify method*] [As specified in the Table below] [Not Applicable]

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[164] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, three new paragraphs are inserted after the paragraph "(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)".

[165] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "Whether the Notes relate" are deleted and replaced by "(i) Whether the [Notes / [Put / Call] Element / General Redemption Component] relate[s]".

(vii)	Unit:	[[●]/As specified in the Table below]
(viii)	Price Source:	[[●]/As specified in the Table below]
(ix)	Exchange(s):	[[●]/As specified in the Table below]
(x)	Commodity Business Day for Bullion Commodities:	[Reference Item Condition 8.4 (*Definitions*) applies/specify other]
(xi)	Commodity Business Day Convention in respect of each Valuation Date:	[Following/Modified Following/Modified/Nearest /Preceding]
(xii)	Common Pricing:	[Applicable/Not Applicable]
(xiii)	Option Pricing:	[Applicable in respect of [[the/each] Valuation Date] / [[the/each] Initial Valuation Date] [and] [[the/each] Final Valuation Date] [and] [each Initial Averaging Date] [and] [each Final Averaging Date] [and] [each Periodic Valuation Date] [and] [each Autocall Valuation Date] [and] [each Valuation Period Date]] [Not Applicable]
(xiv)	Market Disruption Event(s):	[The following Market Disruption Events apply to the Notes:
		[Additional Market Disruption Event: *specify*]] [Disappearance of Commodity Reference Price] [Material Change in Content] [Material Change in Formula] [Price Source Disruption: *specify Price Materiality Percentage at item 37(xviii) below* (*if applicable*)] [Tax Disruption] [Trading Disruption: *specify any additional futures/options contract or commodity*] [Reference Item Condition 8.2(ii) (*Deemed Market Disruption Events*) applies]
		(*NB: if Reference Item Condition 8.2(ii) (*Deemed Market Disruption Events*) applies, the Market Disruption Events specified in that Reference Item Condition will apply – this does NOT include Tax Disruption*)
(xv)	Disruption Fallback(s):	[The following Disruption Fallbacks apply to the Notes (in the following order): [Calculation Agent Determination] [Cancellation] [Delayed Publication or Announcement: *specify Maximum Days of Disruption at item 37(xvii) below*] [Fallback Reference Dealers: *specify Reference Dealers at item 37(xvi) below*] [Fallback Reference Price: *specify alternate Commodity Reference Price at item 37(iv) above*] [Postponement: *specify Maximum Days of Disruption at item 37(xvii) below*] [*specify other*]] (*NB: Must be specified in the order in which they apply*)

[Reference Item Condition 1.4(v) (*Deemed Disruption Fallbacks*) applies]

(*NB: If Reference Item Condition 1.4(v) (Deemed Disruption Fallbacks) applies, the Disruption Fallbacks specified in that Reference Item Condition will apply*)

(xvi) Reference Dealers: [*Specify four dealers/Not Applicable*]

(*For Bullion Commodities specify the principal London office of dealers that are members of the London Bullion Market Association*)

(*N.B. Only applicable where Commodity Reference Dealers is specified as the Commodity Reference Price or Fallback Reference Dealers is specified as a Disruption Fallback*)

(xvii) Maximum Days of Disruption: [[●]/Reference Item Condition 8.4 (*Definitions*) applies/Not Applicable)

(*NB: Only applicable where Delayed Publication or Announcement or Postponement are specified as a Disruption Fallback*)

(xviii) Price Materiality Percentage: [[●]/Not Applicable]

(*N.B. Only relevant for Price Source Disruption, if applicable*)

(xix) Correction of Commodity Reference Prices: Correction of Commodity Reference Prices [applies/does not apply and any relevant amount shall be calculated without regard to any subsequently published correction]

(*If Correction of Commodity Reference Prices does not apply, delete the following sub paragraph*)

[Correction Cut-Off Date: [In relation to a Relevant Determination Date, [●] Business Days after such Relevant Determination Date]]

TABLE

i	Commodity	[Bullion Commodity/ Commodity Index]	Commodity Reference Price and Unit	[Alternate Commodity Reference Price	Specified Price	[Delivery Date	Price Source	Exchange	[Initial Price	[Wi
1	[●]	[Yes/ No]	[[●]/ Commodity Reference Dealers] per [●]	[●]	[high price] [low price] [average of high and low prices] [closing price] [opening price] [bid price] [asked price] [average of bid and asked prices] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price] [other] [insert time, if applicable]	[date] [month and year] [[First/Second/Third/other] Nearby Month] [specify method]]	[●]	[●]	[●]	[●]
…	[●]	[Yes/No]	…	[●]	…	…	[●]	[●]	[●]	[●]
n	[●]	[Yes/No]	…	[●]]	…	…]	[●]	[●]	[●]]	[●]]

38.	**Additional Disruption Events:**	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Change in Law:	[Applicable/Not Applicable]
	(ii) Hedging Disruption:	[Applicable/Not Applicable]
	(iii) Increased Cost of Hedging:	[Applicable/Not Applicable]
	(iv) Increased Cost of Stock Borrow:	[Applicable/Not Applicable]
		(*If applicable, include the following*)
		[The Initial Stock Loan Rate in respect of [*specify in relation to each Underlying Equity/Component Security*] is: [●]]
		(*N.B. Only applicable in the case of Index-Linked Notes and Equity-Linked Notes*)
	(v) Insolvency Filing:	[Applicable/Not Applicable]
		(*N.B. Only applicable in the case of Equity-Linked Notes*)

(vi)	Loss of Stock Borrow:		[Applicable/Not Applicable]

(*If applicable, include the following*)

[The Maximum Stock Loan Rate in respect of [*specify in relation to each Underlying Equity/Component Security*] is: [●]]

(*N.B. Only applicable in the case of Index-Linked Notes and Equity-Linked Notes*)

39.	**Credit-Linked Provisions:**	[Applicable – the Notes are Credit-Linked Notes/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*Credit-Linked Notes may not be (i) Variable Rate Notes (other than Range Accrual Notes), (ii) Reference Item-Linked Interest Notes, (iii) Notes for which Autocall Early Redemption is specified as Applicable or (iv) Notes for which the Reference Item-Linked Redemption Amount is the Non-Protected Put Redemption Amount (Reverse Convertible), the Non-Protected Knock-in Put Redemption Amount (Reverse Convertible), the Non-Protected Knock-in Put with Call Redemption Amount, the Non-Protected Knock-in Put with Call Spread Redemption Amount or the Non-Protected Knock-in Put with Call Redemption Amount (Booster)*)

(i)	Settlement Method:		[Auction Settlement/Cash Settlement/Zero/Set Recovery Notes]
(ii)	Type of Credit-Linked Notes:		The Notes are [Single Reference Entity] [Portfolio Credit Linked Notes] [First-to-Default] [Nth to Default Credit Linked Notes [and the Relevant Number is [*specify*] (*for Nth to Default Credit Linked Notes*)]]
(iii)	Tranching:		[Tranched/Non-Tranched] [Not Applicable] (*N.B. specify as Not Applicable for all Notes other than Portfolio Credit Linked Notes*)

(*If not applicable, delete the remaining sub–paragraphs of this sub-paragraph*)

	(A)	Attachment Point:	[●]%
	(B)	Detachment Point:	[●]%
(iv)	Credit Event Redemption Amount:		[*specify amount (NB only use for zero recovery that are not Portfolio Credit Linked Notes)*] [As set out in Redemption Payout Condition 2.2]

		[Reference Item Linked Redemption Amount: [Applicable/Not Applicable]]
(v)	Credit Event Redemption Date:	[Reference Item Linked Condition 2.10 applies][[*specify if other than three*] Business Days]
(vi)	Maturity Credit Event Redemption:	[Applicable/Not Applicable]

(vi) Maturity Credit Event Redemption:

(*Specify Applicable for Credit-Linked Notes which are also Zero Coupon Notes or for which the Final Redemption Amount is the Reference Item-Linked Redemption Amount*) (*Specify Not Applicable for Portfolio Credit Linked Notes*)

(vii) Reference Entity(ies): [Each/The] entity specified as a Reference Entity in the table annexed hereto (*Specify elections for each Reference Entity in a table in the form annexed hereto and repeat rows as necessary*)

(viii) Default Requirement: [*insert amount in relevant currency*] [Reference Item Condition 2.10 applies]

(ix) Payment Requirement: [*insert amount in relevant currency*] [Reference Item Condition 2.10 applies]

(x) Credit Event Determination Date: Notice of Publicly Available Information: [Applicable][Not Applicable]

[If Applicable:

Public Source(s): [*specify*]

Specified Number: [*specify*]]

(xi) Credit Event Backstop Date Adjustment: [Applicable – the Credit Exposure Start Date is [●]] [Not Applicable]

(xii) Merger Event: Reference Item Condition 2.9 [Applicable/Not Applicable] [If applicable:

Merger Event Redemption Date: [*specify*]

Merger Event Redemption Amount: [*specify*]]

(xiii) Unwind Costs: [Standard Unwind Costs/*insert other amount/*Not Applicable]

(xiv) Provisions relating to Monoline Insurer as Reference Entity: Reference Item Condition 2.13 [Applicable/Not Applicable]

(xv) Provisions relating to LPN Reference Entities: Reference Item Condition 2.15 [Applicable/Not Applicable]

(xvi) Additional Interest Amount: [Applicable/Not Applicable] [Overnight Rate: [●]]

(xvii) Fixed Recovery Percentage: [[●] per cent./Not Applicable]

(xviii)	Valuation Date:	[Applicable/Not Applicable]
		[Single Valuation Date:
		[[●] Business Days]]
		[Multiple Valuation Dates:
		[[●] Business Days and each [●] Business Days thereafter]
		Number of Valuation Dates: [●]]
(xix)	Valuation Time:	[[●] [a.m./p.m.] [●] time] / [Reference Item Condition 2.10 applies] / [Not Applicable]
(xx)	Indicative Quotations:	[Applicable/Not Applicable]
(xxi)	Quotation Method:	[Bid/Offer/Mid-market] / [Reference Item Condition 2.10 applies] / [Not Applicable]
(xxii)	Quotation Amount:	[*insert currency and amount*] / [Representative Amount] / [Reference Item Condition 2 applies] / [Not Applicable]
(xxiii)	Minimum Quotation Amount:	[*insert currency and amount*] / [Reference Item Condition 2.10 applies] / [Not Applicable]
(xxiv)	Quotation Dealers:	[*Specify*] / [Not Applicable]
(xxv)	Quotations:	[Include Accrued Interest/Exclude Accrued Interest]
(xxvi)	Valuation Method:	[Market/Highest]
		[Average Market/Highest/Average Highest] [Reference Item Condition 2.10 applies]
		[Not Applicable]
(xxvii)	Calculation Agent City	[*specify*]
(xxviii)	Business Day Convention:	[Following/Modified Following/Preceding]
(xxix)	Successor Backstop Date:	[Yes/No]
(xxx)	Limitation Dates subject to adjustment in accordance with Business Day Convention:	[Yes/No]
(xxxi)	Valuation Obligation Observation Settlement Period:	[[*specify*] Business Days] [Not Applicable] / [Reference Item Condition 2.10 applies]
(xxxii)	Accrued Interest:	[Include Accrued Interest] [Exclude Accrued Interest] [Not Applicable]
(xxxiii)	Settlement Currency:	[*specify*] [Not Applicable]

(xxxiv) Financial Reference Entity Terms: [Applicable/Not Applicable]

(xxxv) Sovereign No Asset Package Delivery: [Applicable/Not Applicable]

(xxxvi) Reference Obligation Only Termination Amount: [*specify*] [Not Applicable] (*N.B. to be specified for the purposes of Reference Item Condition 2.17 for Reference Obligation Only Notes relating to a single Reference Entity*)

(xxxvii) Subordinated European Insurance Terms: [Applicable/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

40. **FX Interest Conversion:** [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(ii) Interest valuation Provisions for FX Interest Conversion:

(A) Initial valuation to determine Reference Item Initial$_i$ in respect of the Interest FX Rate: [Not Applicable]

(*If not applicable and/or an Initial Price is specified for the FX Rate above, delete the remaining sub-paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

Initial Valuation Date: [●]

Initial Averaging Dates: As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

(B) Valuation to determine FX$_{(IP)}$ in respect of the Interest FX Rate:

Interest FX Determination Dates: 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:

t	Interest [Period/Payment] Date	Interest FX Determination Dates

1 [●]	[●]
… [●]	[●]
y [●]	[●]

(*Specify for each Interest Period*)]

41.	**Fixed Rate Note Provisions**	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
(i)	Rate[(s)] of Interest:	[[●] per cent. [per annum] (*Include only if "Accrual" is specified as Applicable below*) [payable [annually / semi-annually / quarterly / monthly] in arrear]]
(ii)	Interest Period Date(s):	[●] in each year (*Amend appropriately in the case of irregular coupons*)
(iii)	Interest Payment Date(s):	[Each Interest Period Date] / [[●] in each year (*Amend appropriately in the case of irregular coupons*)]
		[Accumulated Interest: Applicable. The Interest Payment Date is [[●]/the Maturity Date]]
(iv)	[Accrual:	Not Applicable
	(A) Interest Amount[(s)]:	The Fixed Coupon Amount in respect of an Interest Period shall be [[●] per Calculation Amount [(subject as provided in the Conditions)]] / [the amount set out for such Interest Period in the Table below:

TABLE

Interest Period ending on or about:	Fixed Coupon Amount
[●]	[●]
[●]	[●]]]

(*Specify for each Interest Period*)

[*specify other*]

(*Delete if interest will accrue over a period of time*)

(v)	[Accrual:	Applicable
	(A) Day Count Fraction:	[30/360 / Actual/Actual ([ICMA]/[ISDA]) / 1 / *specify other*]]

		(*Delete if interest will not accrue and bullet coupons will be payable*)
(vi)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/give details]

42.	**Variable Rate Note Provisions**	[Applicable[. Interest will accrue on the basis specified below for the Interest Period[s] specified below] [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
(i)	Type of 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]
		[Accumulated Interest: Applicable. The Interest Payment Date is [[●]/the Maturity Date]]
(ii)	Specified Period:	[Not Applicable/[●]]
		(*Specified Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable"*)
(iii)	Interest Period Date(s):	[Not Applicable] / [[●][, subject to adjustment in accordance with the Business Day Convention specified in item 58 below][No Adjustment]
		(*Specified Period and Interest Period Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable"*)
(iv)	Interest Payment Date(s):	[Each Interest Period Date] / [[●][, subject to adjustment in accordance with the Business Day Convention specified in item 58 below][No Adjustment]]
		[Accumulated Interest: Applicable. The Interest Payment Date is [[●]/the Maturity Date] [, subject to adjustment in accordance with the Business Day Convention specified in item 55 below/No Adjustment]]
(v)	Interest Determination Date(s):	[[●] [[Business Days/[●] days] prior to] [the [relevant] Interest [Payment/Period] Date [falling at the end of each Interest Period]/the first day of each Interest Period]/the second TARGET Settlement Day prior to the start of each Interest

			Period] / [As defined in Reference Item Condition 3.3 (*Definitions*)] / [As defined in Interest Payout Condition 2.2(viii) (*Range Accrual Notes*)] / [As defined in Interest Payout Condition 2.3 (*Definitions applicable to Variable Rate Notes*)]
	(vi)	Linear Interpolation:	[Not Applicable/Applicable - the Underlying Rate for the [long/short] [first/last[●]] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(vii)	Day Count Fraction:	[[Actual/365 / Actual/Actual / Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [30E/360 / Eurobond basis] [30E/360 (ISDA)] [1]
			(*See Interest Payout Condition 7 (General Definitions relating to Interest) for alternatives*)
	(viii)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[*Specify*]
43.	**Provisions for specific types of Variable Rate Notes**		[Applicable[. Interest will accrue on the basis specified below for the Interest Period[s] specified below]/Not Applicable]
			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Floating Rate Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]
			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
			(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Floating Rate Notes*)
		(A) Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
		(B) Margin:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

	Interest Period ending on or about:	[Leverage	[Margin
	[●]	[●]%	[●]%
	[●]	[●]%]	[●]%]

(*Specify for each Interest Period*)]

(ii)	Capped Floating Rate Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Capped Floating Rate Notes*) |
(A)	Cap:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(B)	Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(C)	Margin:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Cap	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●●]%]

(*Specify for each Interest Period)*]

(iii)	Floored Floating Rate Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable] (*If not applicable, delete the remaining sub–paragraphs of this paragraph*) (*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Floored Floating Rate Notes*)
(A)	Floor:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(B)	Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(C)	Margin:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	Floor	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%	[●]%]	[●]%]

(*Specify for each Interest Period*)]

(iv)	Collared Floating Rate Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable] (*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Collared Floating Rate Notes*)

(A)	Cap:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(B)	Floor:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(C)	Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(D)	Margin:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Cap	[Floor	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period*)]

(v)	Reverse Floating Rate Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Reverse Floating Rate Notes*)

(A)	Cap:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(B)	Floor:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(C)	Leverage:	[[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D)   Specified Rate: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Cap	[Floor	[Leverage	[Specified Rate
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period)*]

(vi)   Steepener Note Provisions: [Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Steepener Notes*)

(A)   Cap: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B)   Floor: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(C)   Leverage: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D)   Strike Rate: [[●] per cent.] / [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	[Leverage	[Cap	[Floor
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period*)]

(vii) Snowball Note Provisions: [Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Snowball Notes*)

(A) Cap: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(B) Floor: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(C) Leverage: [[●] per cent.] / [Not Applicable] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D) Snowball Amount$_t$: [[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(E) Rate of Interest$_{t=0}$: [[●] per cent. [per annum]] / [Zero]

[TABLE

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

(*Specify for each Interest Period)*]

(viii) Range Accrual Note Provisions:

[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. The Reference Item for Range Accrual Notes may be an Underlying Rate, an Inflation Index, an Index, an Underlying Equity, a Fund Interest, an FX Rate or a Commodity*)

(A) Specified Rate 1:

[[●] per cent. per annum] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]

(B) Specified Rate 2:

[[●] per cent. per annum] / [Zero] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]

(C) Upper Barrier(s):

[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

(D) Lower Barrier(s):

[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

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

(*Specify for each Interest Period*)]

(E)	Interest Observation Date:	Each [calendar day/Business Day/[●]] during the Interest Accrual Period
(F)	Range Accrual Cut-off Date:	[Not Applicable] / [In respect of an Interest Period, [●]Business Days immediately preceding the Interest Period Date falling at the end of such Interest Period] / [●]
(ix)	Binary Rate Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to ((([and including/but excluding])) [●]]/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. Only an Underlying Rate or an Inflation Index may be specified as the Reference Item for Binary Rate Notes*)

(A)	Specified Rate 1:	[[●] per cent. per annum] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]
(B)	Specified Rate 2:	[[●] per cent. per annum] / [In respect of an Interest Period, the rate specified for such Interest Period in the Table below]
(C)	Lower Barrier:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]
(D)	Upper Barrier:	[[●] per cent.] / [In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[TABLE

Interest Period ending on or about:	[Binary Rate 1	[Binary Rate 2	[Lower Barrier	[Upper Barrier
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(*Specify for each Interest Period*)]

(x)	Inflation Adjusted Interest Note Provisions:	[Applicable [in respect of the Interest Period[s] falling during the period from [(and including/but excluding)] [●] to [(and including/but excluding)] [●]]] / [Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*N.B. Only an Inflation Index may be specified as the Reference Item for Inflation Adjusted Interest Notes*)

	(A)	Specified Rate:	[[●] per cent. per annum/In respect of an Interest Period, the percentage specified for such Interest Period in the Table below]

[**TABLE**

Interest Period ending on or about:	Specified Rate
[●]	[●]
[●]	[●]

(*Specify for each Interest Period)*]

44.	**Reference Item-Linked Interest Provisions**		[Applicable [in respect of the Interest Period[s] falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]. The Notes are [Inflation / Index / Equity / Fund / Currency / Commodity]-Linked Interest Notes] / [Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(*N.B. The Reference Item(s) for the Reference Item-Linked Interest Provisions may be one or more Indices, Underlying Equities or FX Rates*)

	(i)	Rate(s) of Interest and/or formula for calculating Interest Amount(s):	The Reference Item-Linked Interest Amount is:

[Autocall Interest Amount]

[*Specify formula for calculating Rate of Interest and/or Interest Amount*]

	(ii)	Autocall Interest Amount:	Applicable: Interest Payout Condition 3.3 (*Autocall Interest Amount*) applies
		– Relevant Interest Amount:	[Bullet/Memory/Cumulative/Bonus] Interest: Applicable

[Autocall Strike: [[●]/In respect of an Interest Determination Date, the percentage specified for such Interest Determination Date in the Table below]

		– Nth Performance:	[Applicable, where: N = [●][st/nd/th] [highest/lowest]/Not Applicable]
		– Specified Rate:	[[●]%]/[In respect of an Interest Determination Date, the percentage specified for such Interest Determination Date in the Table below]
		– Interest Barrier:	[[●]%]/[In respect of an Interest Determination Date, the percentage specified for such Interest Determination Date in the Table below]

<table>
<tr><td>–</td><td>Interest Payment Date(s):</td><td>[[●] in each year (Amend appropriately in the case of irregular coupons)/The Interest Payment Date[s] shall be as specified in item 44(iii)[166] below]</td></tr>
</table>

Interest Determination Dates	[Autocall Strike	Specified Rate	Interest Barrier
[●]	[●]	[●]%	[●]
[●]	[●]]	[●]%	[●]

(*Specify for each Interest Period*)

(iii) Interest valuation provisions for Autocall Interest Amount:

(A) Initial valuation to determine Reference Item Initial$_i$:

[Applicable [- see item [50(iii)/54(i)[167]] below]/Not Applicable]

(*If not applicable and/or an Initial Price is specified for each Reference Item above and/or the initial valuation provisions are set out elsewhere below, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

Initial Valuation Date: [●]

Initial Averaging Dates: As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

Initial Valuation Period: The Initial Valuation Period is the period from ([but excluding/and including][168]) [●] to ([and including/but excluding][169]) [●]

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[166] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the cross-reference "25(iii)" is deleted and the cross-reference "28(iii)" is substituted therefor.

[167] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the cross-references "32(iii)/35(i)" are deleted and the cross-references "34(iii)/38(i)" are substituted therefor.

[168] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[169] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

	Valuation Period Dates for the Initial Valuation Period:	[Each [●][, [●] and [●]] [falling during the Initial Valuation Period]] [The definition set out in the Reference Item Conditions applies][170]
		Look-Back: [Applicable/Not Applicable]
		[[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]
	[171]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
		[Omission / Postponement / Modified Postponement] applies
		(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[172]*)
(B)	Interest valuation to determine Reference Price$_{t, i}$:	Applicable
	Interest Determination Date(s):	[The Interest Determination Date[s] (*t*) are as set out in the table below:

[TABLE

t	Interest Determination Dates	Interest Payment Dates
1	[●]	[●]
…	[●]	[●]
y	[●]	[[●]/Maturity Date]

(*Specify for each Interest Period*)

	Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
		(*N.B. Adjustment not relevant where the Reference Item(s) are one or more FX Rates*)
		[Omission/Postponement/Modified Postponement]]
(iv)	Interest valuation provisions for determinations other than for Autocall Interest Amount:	
	− Minimum Rate/Amount of Interest:	[[●] per cent. per annum/[●]/Not Applicable]

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[170] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Initial Valuation Period" is inserted.

[171] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[172] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

−	Maximum Rate/Amount of Interest:	[[●] per cent. per annum/[●]/Not Applicable]
−	Day Count Fraction:	[[●]/Not Applicable]
−	Interest Payment Date(s):	[[●], [●] … and [●] [As specified for an Interest Valuation Date (*t*) below] [As specified for the relevant Interest Averaging Dates (*t*) below] [[, in each case], subject to adjustment in accordance with the Business Day Convention specified in item 53 below]
−	Initial Valuation to determine Reference Item Initial$_i$:	[Applicable/Not Applicable]

(*If not applicable and/or an Initial Price is specified for each Reference Item above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Initial Valuation Date:	[●]
	Initial Averaging Dates:	As set out in the table below

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

Initial Valuation Period: The period from (but excluding) [●] to (and including) [●] and [Highest/Lowest] shall apply for the purposes of the definition of Reference Item Initial$_i$

−	Adjustment provisions:	in the event of a [Disrupted Day/Market Disruption Event]:

[Omission / Postponement / Modified Postponement] applies

−	Initial Valuation Period:	The Initial Valuation Period is the period from (but excluding) [●] to (and including) [●]

Look-Back: [Applicable/Not Applicable]

[[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]

−	Interest Valuation:	[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Interest Valuation Dates:	[[●], [●] … [●]/As set out in the table below]

[For the purposes thereof, "*y*" means [●]]

[*t*	Interest Valuation Dates	[Interest Payment Dates
1	[●]	[●]
…	[●]	[●]
y]	[●]	[●]]

Interest Averaging Dates (*t*):	As set out in the table below
	[For the purposes thereof, "*y*" means [●]]

[*t*	Interest Averaging Dates	[Interest Payment Dates
1	[●]	[●]
…	[●]	
y]	[●]	
[1	[●]	[●]]
…	[●]	
y]	[●]	

Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
	[Omission/Postponement/Modified Postponement] applies
– Other valuation provisions:	[*specify*]
– Exchange Rate:	[Applicable (*give details*)/Not Applicable]
45. **Zero Coupon Note Provisions**	[Applicable/Not Applicable]
	(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
(i) Accrual Yield:	[●] per cent. per annum
(ii) Reference Price:	[●]
(iii) Any other formula/basis for determining amount payable for Zero Coupon Notes which are Exempt Notes:	[specify]
(iv) Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/Actual]
46. **Credit-Linked Interest Provisions**	[Applicable/Not Applicable]

		(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
(i)	Accrual of Interest upon Credit Event:	[Applicable/Not Applicable]
		(*Specify "Applicable" only where the Credit Event Observation Dates are specified to be each Interest Payment Date or each Interest Period Date below*)
		(*Specify "Not Applicable" where the Notes are Range Accrual Notes or where the Notes are Fixed Amount Notes*)
(ii)	Portfolio Linked Interest Adjustment:	[Applicable /Not Applicable]
		(*Only applicable in relation to interest bearing Portfolio Credit-Linked Notes*)
(iii)	Credit Event Observation Dates:	[[●] [Business Days] prior to the relevant Interest [Payment/Period] Date] / [Each Interest [Payment/Period] Date]
		(*Specify Interest Payment Dates where "Accrual" is specified as Not Applicable and specify Interest Period Dates where the Notes are not Fixed Amount Notes*)

PROVISIONS RELATING TO REDEMPTION

47.	**Call Option**		[Applicable/Not Applicable]
			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
(i)	Optional Redemption Date(s) (Call):		[●]
(ii)	Optional Redemption Amount (Call) and method, if any, of calculation of such amount(s):		[[●] per Calculation Amount/[●]]
(iii)	Redeemable in part:		[The Notes may be redeemed in part/Not Applicable]
	(A)	Minimum Redemption Amount:	[●]
	(B)	Maximum Redemption Amount:	[●]
(iv)	Notice period:		Minimum Period: [●] days
			Maximum Period: [Not Applicable/[●] days]
			(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information*

through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)

48. **Put Option**

[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)

(i) Optional Redemption Date(s) (Put):

[●]

(ii) Optional Redemption Amount (Put) and method, if any, of calculation of such amount(s):

[[●] per Calculation Amount/[●]]

(iii) Notice period:

Minimum Period: [●] days

Maximum Period: [Not Applicable/[●] days]

(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)

49. **Early Redemption**

(i) Early redemption for tax reasons:

[Applicable/Not Applicable]

(*N.B. If general Condition 8.1 (Gross up) is specified as Applicable in item 28 above, specify "Applicable" here. If General Condition 8.3 (No gross up) is specified as Applicable in item 29 above specify "Not Applicable" here*)

(ii) Notice Period relating to early redemption for tax reasons:

Minimum Period: [●] days

Maximum Period: [Not Applicable/[●] days]

(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)

(iii) Additional Events of Default:

[Not Applicable/specify]

(iv) Early Redemption Amount payable (a) on redemption for taxation

[As set out in the General Conditions/[●] per Calculation Amount]

reasons or (b) on an illegality or (c) on an Event of Default or (d) in the case of Reference Item-Linked Notes, following an early redemption pursuant to the provisions of the relevant Reference Item Schedule:

(v)	Early Redemption Amount includes amount in respect of interest:	[Yes: no additional amount in respect of interest to be paid/No: together with the Early Redemption Amount, accrued interest shall also be paid/Not Applicable]

(*Specify "Yes" where the Notes are Fixed Rate Notes and "Accrual" is specified above as Not Applicable and/or where FX Interest Conversion and/or FX Principal Conversion are specified as Applicable*)

50.	**Autocall Early Redemption:**	[Applicable/Not Applicable]
(i)	Early Redemption Amount:	The Early Redemption Amount for the purposes of Redemption Payout Condition 1.2 (*Early redemption*) is the:
		[Autocall Early Redemption Amount]
(ii)	Autocall:	Applicable: Redemption Payout Condition 1.4 (*Early Redemption Autocall*) applies
	– Autocall Barrier:	[[●]%/As specified in item 50(iii)(B) below]
(iii)	Autocall valuation provisions for early redemption:	[Applicable [- see item [44(iii)/54(i)] [above/below]/Not Applicable]
	(A) Initial valuation to determine Reference Item Initial$_i$:	(*If not applicable and/or an Initial Price is specified for each Reference Item above and/or the initial valuation provisions are set out elsewhere below, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)
	Initial Valuation Date:	[●]
	Initial Averaging Dates:	As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

Initial Valuation Period:	The Initial Valuation Period is the period from ([but excluding/and including][173]) [●] to ([and including/but excluding][174]) [●]
Valuation Period Dates for the Initial Valuation Period:	[Each [●][, [●] and [●]] [falling during the Initial Valuation Period]] [The definition set out in the Reference Item Conditions applies][175]
	Look-Back: [Applicable/Not Applicable]
	[[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]
[176]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
	[Omission / Postponement / Modified Postponement] applies
	(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[177]*)

(B)   Autocall valuation to determine Reference Price$_{t, i}$:   Applicable

Autocall Valuation Dates: The Autocall Valuation Date[s] (*t*) are as set out in the table below:

t	Autocall Valuation Dates	Early Redemption Dates	[Autocall Barrier
1	[●]	[●]	[●]
…	[●]	[●]	[●]
y	[●]	[●]	[●]]

Adjustment provisions: In the event of a [Disrupted Day/Market Disruption Event]:

[Omission/Postponement/Modified Postponement]

(*N.B. Adjustment not relevant where the Reference Item(s) are one or more FX Rates*)

(iv)   Early Redemption Date: For the purposes of Redemption Payout Condition 1.2 (*Early redemption*), the Early Redemption Date[s] shall be as

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[173] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[174] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[175] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Initial Valuation Period" is inserted.

[176] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[177] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

	specified for the relevant Autocall Valuation Date (t) in item 50(iii) above
51. **Final Redemption Amount**	[[Subject as provided in Redemption Payout Condition 2 (*Redemption in respect of Credit Linked Notes*),] [●] per Calculation Amount/*other*/see Appendix]
	[[Subject as provided in Redemption Payout Condition 2 (*Redemption in respect of Credit Linked Notes*), the/The] Final Redemption Amount shall be the Reference Item-Linked Redemption Amount as specified in item 53 below]
52. **FX Principal Conversion:**	[Applicable/Not Applicable]
	(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i) Initial valuation to determine Reference Item Initial$_i$ in respect of the Principal FX Rate:	[Applicable/Not Applicable]
	(*If not applicable and an Initial Price is specified for the FX Rate above, delete the remaining sub-paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)
Initial Valuation Date:	[●]
Initial Averaging Dates:	As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

(ii) Final Valuation to determine Reference Item Final$_i$ in respect of the Principal FX Rate:	[Applicable/Not Applicable]
	(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)
Final[178] Valuation Date:	[●]
Final[179] Averaging Dates:	As set out in the table below:

t	Final Averaging Dates
1	[●]

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[178] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Initial" is deleted and replaced by the word "Final".
[179] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Initial" is deleted and replaced by the word "Final".

		…	[●]
		y	[●]

53.	**Reference Item-Linked Redemption Provisions**	[Applicable. The Notes are [Inflation-Linked Redemption Notes/Index-Linked Redemption Notes/Equity-Linked Redemption Notes/Fund-Linked Redemption Notes/Currency-Linked Redemption Notes/Commodity-Linked Redemption Notes]/Not Applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Final Redemption Amount:	[Specify/See Appendix]
		[The Final Redemption Amount for the purposes of General Condition 6.1 (*Scheduled redemption*) is the Reference Item-Linked Redemption Amount, being the:
		[Inflation Adjusted Redemption Amount] [Call Redemption Amount] [Put Redemption Amount] [Call Spread Redemption Amount] [Put Spread Redemption Amount] [Individually Capped Call Redemption Amount] [Fixed Best Call Redemption Amount] [Rainbow Call Redemption Amount] [Quadratic Call Redemption Amount] [Quadratic Put Redemption Amount] [Outperformance Redemption Amount] [Replacement Cliquet Redemption Amount] [Lock-in Cliquet Redemption Amount]. [Super Asian Redemption Amount] [Knock-in Call Redemption Amount] [Knock-out Call Redemption Amount] [Digital Knock-in Call Redemption Amount] [Digital Call Redemption Amount] [Knock-in Put Redemption Amount] [Knock-out Put Redemption Amount] [Digital Put Redemption Amount] [TOM Strategy Redemption Amount] [Non-Protected Put Redemption Amount (Reverse Convertible)] [Non-Protected Knock-in Put Redemption Amount (Reverse Convertible)] [Non-Protected Knock-in Put with Call Redemption Amount] [Non-Protected Knock-in Put with Call Spread Redemption Amount] [Non-Protected Knock-in Put with Call Redemption Amount (Booster)] [General Redemption Amount] [Barrier Bond Redemption Amount] [*specify other*]
	(ii) Provisions relating to Relevant Principal Amount	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

	(A)	Redemption Factor:	[100%/[●]%]
	(B)	FX Principal Conversion:	[Applicable/Not Applicable]
(iii)		Provisions relating to Nth Performance:	[Not Applicable]

[Nth Performance is Applicable and N = [●][st/nd/rd/th] highest] [See item 53[(xiv)/(xxx)/(xxxi)[180]] below]

[*Include whichever of the following applies and delete the remaining alternatives:*]

(iv)		Inflation Adjusted Redemption Amount:	Applicable: Redemption Payout Condition 3 (*Inflation Adjusted Redemption Amount*) applies
	(A)	Participation Rate (PR):	[[●]%/Not Applicable]
	(B)	Performance Floor:	[[●]%/Not Applicable]
	(C)	FX Option Conversion:	[Applicable/Not Applicable]
	(D)	Strike:	[[●]/100%]
(v)		Call Redemption Amount:	Applicable: Redemption Payout Condition 4 (*Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
(vi)		Put Redemption Amount:	[Applicable: Redemption Payout Condition 5 (*Put Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]% /Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
(vii)		Call Spread Redemption Amount:	Applicable: Redemption Payout Condition 6 (*Call Spread Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]% /Not Applicable]

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[180] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the cross-reference "(xxxi)" is inserted.

	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Performance Cap:	[●]%
(viii)		Put Spread Redemption Amount:	Applicable: Redemption Payout Condition 7 (*Put Spread Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Performance Cap:	[●]%
(ix)		Individually Capped Call Redemption Amount:	Applicable: Redemption Payout Condition 8 (*Individually Capped Call Redemption*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Performance Cap:	[●]%
(x)		Fixed Best Call Redemption Amount:	Applicable: Redemption Payout Condition 9 (*Fixed Best Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Fixed Performance:	[●]%
	(F)	Relevant Number:	[●]
(xi)		Rainbow Call Redemption Amount:	Applicable: Redemption Payout Condition 10 (*Rainbow Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]

(E)	W_i:	Ranking of Call Performance$_i$	W_i
		Best Performing Reference Item	[●]%
		[●]-Best Performing Reference Item	[●]%
		Worst Performing Reference Item	[●]%

(xii) Quadratic Call Redemption Amount:

Applicable: Redemption Payout Condition 11 (*Quadratic Call Redemption Amount*) applies

    (A)   Strike: [100%/[●]%]

    (B)   Participation Rate (PR):   [[●]%/Not Applicable]

    (C)   Performance Floor: [[●]% /Not Applicable]

    (D)   FX Option Conversion: [Applicable/Not Applicable]

(xiii) Quadratic Put Redemption Amount:

Applicable: Redemption Payout Condition 12 (*Quadratic Put Redemption Amount*) applies

    (A)   Strike: [100%/[●]%]

    (B)   Participation Rate (PR):   [[●]%/Not Applicable]

    (C)   Performance Floor: [[●]% /Not Applicable]

    (D)   FX Option Conversion: [Applicable/Not Applicable]

(xiv) Outperformance Redemption Amount:

Applicable: Redemption Payout Condition 13 (*Outperformance Redemption Amount*) applies

    (A)   Outperformance Element 1:   [*specify Reference Item(s) comprising Outperformance Element 1*]

[Nth Performance is Applicable and N = [●][st/nd/rd/th] highest]

    (B)   Outperformance Element 2:   [*specify Reference Item(s) comprising Outperformance Element 2*]

[Nth Performance is Applicable and N = [●][st/nd/rd/th] highest]

    (C)   Participation Rate (PR):   [[●]%/Not Applicable]

    (D)   Performance Floor: [[●]%/Not Applicable]

    (E)   FX Option Conversion: [Applicable/Not Applicable]

(xv) Replacement Cliquet Redemption Amount:

Applicable: Redemption Payout Condition 14 (*Replacement Cliquet Redemption Amount*) applies

    (A)   Strike: [100%/[●]%]

	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]% /Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	PP Floor:	[●]%
	(F)	Relevant Number:	[●]
	(G)	Replacement Periodic Performance:	[●]%
(xvi)		Lock-in Cliquet Redemption Amount:	Applicable: Redemption Payout Condition 15 (*Lock-in Cliquet Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	PP Cap:	[●]%
	(F)	PP Floor:	[●]%
	(G)	Lock-in Level(s):	[●][,[●]% and [●]%]
(xvii)		Super Asian Redemption Amount:	Applicable: Redemption Payout Condition 16 (*Super Asian Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
(xviii)		Knock-in Call Redemption Amount:	Applicable: Redemption Payout Condition 17 (*Knock-in Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Barrier Level:	[●]%

	(F)	Barrier Event:	[American/Bermudan/European] Barrier Event[181]
(xix)		Knock-out Call Redemption Amount:	Applicable: Redemption Payout Condition 18 (*Knock-out Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Barrier Level:	[●]%
	(F)	Barrier Event:	[American/Bermudan/European] Barrier Event[182]
(xx)		Digital Knock-in Call Redemption Amount:	Applicable: Redemption Payout Condition 19 (*Digital Knock-in Call Redemption Amount*) applies
	(A)	FX Option Conversion:	[Applicable/Not Applicable]
	(B)	Barrier Level:	[●]%
	(C)	Fixed Performance:	[●]%
	(D)	Barrier Event:	[American/Bermudan/European] Barrier Event[183]
(xxi)		Digital Call Redemption Amount:	Applicable: Redemption Payout Condition 20 (*Digital Call Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	FX Option Conversion:	[Applicable/Not Applicable]
	(C)	Barrier:	[[●]%/Each percentage specified under the heading "Barrier" in the table below]

[Barrier	Fixed Performance
[●]%	[●]%
…	…
[●]%	[●]%]

	(D)	Fixed Performance:	[[●]%/In respect of a Barrier, the percentage specified for such Barrier in the table above]
	(E)	Barrier Event:	[American/Bermudan/European] Barrier Event[184]

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[181] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.
[182] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.
[183] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (E) is deleted.
[184] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (F) is deleted.

(xxii)		Knock-in Put Redemption Amount:	Applicable: Redemption Payout Condition 21 (*Knock-in Put Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Barrier:	[●]%
	(F)	Barrier Event:	[American/Bermudan/European] Barrier Event[185]
(xxiii)		Knock-out Put Redemption Amount:	Applicable: Redemption Payout Condition 22 (*Knockoout Put Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Barrier:	[●]%
	(F)	Barrier Event:	[American/Bermudan/European] Barrier Event[186]
(xxiv)		Digital Put Redemption Amount:	Applicable: Redemption Payout Condition 23 (*Digital Put Redemption Amount*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	FX Option Conversion:	[Applicable/Not Applicable]
	(C)	Barrier:	[[●]%/Each percentage specified under the heading "Barrier" in the table below]

[Barrier	Fixed Performance
[●]%	[●]%
…	…
[●]%	[●]%]

	(D)	Fixed Performance:	[[●]%/In respect of a Barrier, the percentage specified for such Barrier in the table above]
	(E)	Barrier Event:	[American/Bermudan/European] Barrier Event[187]

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[185] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.
[186] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (G) is deleted.
[187] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (F) is deleted.

(xxv)	TOM Strategy Redemption Amount:		Applicable: Redemption Payout Condition 24 (*TOM Strategy Redemption Amount*) applies
	(A)	Participation Rate (PR):	[[●]%/Not Applicable]
	(B)	Performance Floor:	[[●]%/Not Applicable]
	(C)	FX Option Conversion:	[Applicable/Not Applicable]
	(D)	TOM Reference Period:	The period from ([and including/but excluding]) [●] to ([and including/but excluding]) [●]
	(E)	TOM Period:	Each period as follows:

t	Mid Date	Initial Valuation Date	Final Valuation Date
1	[●]	[●]	[●]
…	[●]	[●]	[●]
[*y*]	[●]	[●]	[●]

	(F)	Reference Rate Return:	[●]%
(xxvi)	Non-Protected Put Redemption Amount (Reverse Convertible):		Applicable: Redemption Payout Condition 25 (*Non-Protected Put Redemption Amount (Reverse Convertible)*) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable][188]
	(D)	Type of valuation[189]:	[American/Bermudan/European] Valuation[190]
(xxvii)	Non-Protected Knock-in Put Redemption Amount (Reverse Convertible):		Applicable: Redemption Payout Condition 26 (Non-Protected Knock-in Put Redemption Amount (Reverse Convertible)) applies
	(A)	Strike:	[100%/[●]%]
	(B)	Participation Rate (PR):	[[●]%/Not Applicable]
	(C)	Performance Floor:	[[●]%/Not Applicable]
	(D)	Barrier:	[●]%

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[188] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraph (D) is deleted and the succeeding sub-paragraphs renumbered accordingly.

[189] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[190] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-paragraph originally numbered (F) is deleted.

	(E)	Type of valuation[191]:	[American/Bermudan/European] Valuation[192]
(xxviii)		Non-Protected Knock-in Put with Call Redemption Amount:	Applicable: Redemption Payout Condition 27 (Non-Protected Knock-in Put with Call Redemption Amount) applies
	(A)	Performance Floor$_{Call}$:	[[●]%/Not Applicable]
	(B)	Performance Floor$_{Put}$:	[[●]%/Not Applicable]
	(C)	FX Option Conversion:	[Applicable/Not Applicable]
	(D)	Call Strike:	[[●]/100%]
	(E)	Put Strike:	[[●]/100%]
	(F)	Call Barrier:	[●]%
	(G)	Put Barrier:	[●]%
	(H)	PR$_{Call}$:	[●]%
	(I)	PR$_{Put}$:	[●]%
	(J)	Type of valuation[193]:	[American/Bermudan/European] Valuation[194]
(xxix)		Non-Protected Knock-in Put with Call Spread Redemption Amount:	Applicable: Redemption Payout Condition 28 (*Non-Protected Knock-in Put with Call Spread Redemption Amount*) applies
	(A)	Performance Cap:	[●]%
	(B)	Performance Floor$_{Call}$:	[[●]%/Not Applicable]
	(C)	Performance Floor$_{Put}$:	[[●]%/Not Applicable]
	(D)	FX Option Conversion:	[Applicable/Not Applicable]
	(E)	Call Strike:	[[●]/100%]
	(F)	Put Strike:	[[●]/100%]
	(G)	Call Barrier:	[●]%
	(H)	Put Barrier:	[●]%
	(I)	PR$_{Call}$:	[●]%
	(J)	PR$_{Put}$:	[●]%

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[191] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[192] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (F) and (G) are deleted.

[193] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[194] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (K) and (L) are deleted.

	(K)	Type of valuation[195]:	[American/Bermudan/European] Valuation[196]
(xxx)		Non-Protected Knock-in Put with Call Redemption Amount (Booster):	Applicable: Redemption Payout Condition 29 (Non-Protected Knock-in Put with Call Redemption Amount (Booster)) applies
	(A)	Call Element:	[*specify Reference Item(s) comprising Call Element*] [See item [33/34/35/36/37] above][197] [Nth Performance is Applicable and N = [●] [st/nd/rd/th] [highest/lowest]]
	–	Performance Floor_{Call}:	[[●]%/Not Applicable]
	–	Call Strike:	[[●]/100%]
	–	Call Barrier:	[●]%
	–	PR_{Call}:	[●]%
	–	Type of valuation in respect of the Call Element:	[American/Bermudan/European] Valuation[198]
	(B)	Put Element:	[*specify Reference Item(s) comprising Put Element*] [See item [33/34/35/36/37] above][199] [Nth Performance is Applicable and N = [●] [st/nd/rd/th] [highest/lowest]]
	–	Performance Floor_{Put}:	[[●]%/Not Applicable]
	–	Put Strike:	[[●]/100%]
	–	Put Barrier:	[●]%
	–	PR_{Put}:	[●]%
	–	Type of valuation in respect of the Put Element:	[American/Bermudan/European] Valuation
	(C)	FX Option Conversion:	[Applicable/Not Applicable][200]
(xxxi)		General Redemption Amount:	Applicable: Redemption Payout Condition 30 (General Redemption Amount) applies

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[195] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Valuation" is deleted and the words "Type of valuation" are substituted therefor.

[196] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (L) and (M) are deleted.

[197] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[See item [17/18/19/20/21] above]" are inserted.

[198] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-paragraphs "Performance Floor_{Call}" to "Type of valuation in respect of the Call Element" are inserted.

[199] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[See item [17/18/19/20/21] above]" are inserted.

[200] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs "Performance Floor_{Call}", "FX Option Conversion", "Call Strike", "Call Barrier", "PR_{Call}", "Valuation", "Valuation Date" and "Bermudan Observation Date" are deleted and two new sub-paragraphs "Type of valuation in respect of the Put Element" and "FX Option Conversion" are inserted after "PR_{Put}".

(A)	Number of General Redemption Components(n):	[●]	
		(*Insert (B) – (E) below for each General Redemption Component*)	
(B)	General Redemption Component:	$j = $ [●]	
(C)	Reference Item(s):	[*specify Reference Item(s) comprising the relevant General Redemption Component*] [See item [33/34/35/36/37] above]	
		[Nth Performance is Applicable for this General Redemption Component and N = [●] [st/nd/rd/th] [highest/lowest]][201]	

(D) Performance Intervals:

Performance Interval Number (*m*)	Starting Performance Interval Point	Ending Performance Interval Point	Participation Rate	Digital Level
[●]	[●]	[●]	[●]	[●]
(*insert number i.e. 1, 2 etc starting with lowest Performance Interval Point*)				

(*repeat each line for each Performance Interval*)

(xxxii)	Barrier Bond Redemption Amount:	Applicable: Redemption Payout Condition 31 (Barrier Bond Redemption Amount) applies
(A)	Type of Valuation:	[Continuous/Daily] Valuation: Applicable
		(*N.B. Continuous Observation may not be specified where the Reference Items are FX Rates*)
(B)	Barrier Event:	[Less than/Equal to or greater than]
(C)	FX Principal Conversion:	[Applicable/Not Applicable]
(D)	Barrier Level:	In respect of a Reference Item, [[●]% of Reference Item Initial$_i$ for such Reference Item/the [level/price/rate/value] specified for such Reference Item as follows:

i	Reference Item	Barrier Level
1	[●]	[●]

---

[201] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (C), (D) and (E) are deleted and a new sub-paragraph (C) inserted therefor. The previous sub-paragraph (F) is renumbered as (D).

	…	[●]		[●]
	[	[●]		[●]]
	n			
	]			

(E)	Barrier Event Observation Dates:	[[●] [Business Days] prior to the relevant Interest [Payment/Period] Date] / [Each Interest [Payment/Period] Date]
		(*Specify Interest Payment Dates where "Accrual" is specified as Not Applicable and specify Interest Period Dates where "Accrual" is specified as Applicable or the Notes are not Fixed Rate Notes*)

54. **Redemption Valuation Provisions**

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

(*In relation to General Redemption Amount, repeat the following sections as necessary for each General Redemption Component*)

[Redemption Valuation Provisions relating to the [Put/Call] Element:] [Redemption Valuation Provisions relating to General Redemption Component [●]:][202]

(i)	Initial valuation to determine [Reference Item Initial$_i$/Reference Item TOM Initial$_{t,i}$]:	[Applicable/Not Applicable]
		(*If not applicable and/or an Initial Price is specified for each Reference Item above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)
		(*N.B. Only the Initial Valuation Date may be specified for Inflation-Linked Notes*)
	Initial Valuation Date[s]:	[●] / [As defined in Reference Item Condition 3.3 (*Defintions*)]/[In respect of a TOM Period, as specified in item 53(xxv)(E) above]
	Initial Averaging Dates:	As set out in the table below:

t	**Initial Averaging Dates**
1	[●]
…	[●]
Y	[●]

	Initial Valuation Period:	The Initial Valuation Period is the period from ([but excluding/and including][203]) [●] to ([and including/but excluding][204]) [●]
	Valuation Period Dates for the Initial Valuation Period:	[Each [●][, [●] and [●]] [falling during the Initial Valuation Period]] [The definition set out in the Reference Item Conditions applies][205]
		Look-Back: [Applicable/Not Applicable]
		[[Highest/Lowest] applies for the purposes of the definition of Reference Item Initial$_i$]
	[206]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
		[Omission / Postponement / Modified Postponement] applies
		(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[207]*)
(ii)	Final Valuation to determine [Reference Item Final$_i$ / Reference Item TOM Final$_{t,i}$] [and for [determination of European Barrier Event / European Valuation]][208]:	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)
		(*N.B. Only Final Valuation Date may be specified for Inflation-Linked Notes*)
	Final Valuation Date[s]:	[●] / [As defined in Reference Item Condition 3.3 (*Definitions*)]/[In respect of a TOM Period, as specified in item 53(xxv)(E) above]
	Final Averaging Dates:	As set out in the table below:

t	**Final Averaging Dates**
1	[●]
…	[●]

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[203] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[204] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[205] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Initial Valuation Period" is inserted.

[206] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[207] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

[208] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[and for [determination of European Barrier Event / European Valuation]]" are added at the end of the first paragraph in the left hand column of item 38(ii) before the final colon.

	y [●]
Final Valuation Period:	The Final Valuation Period is the period from ([but excluding/and including][209]) [●] to ([and including/but excluding][210]) [●]
Valuation Period Dates for the Final Valuation Period:	[Each [●][, [●] and [●]] [falling during the Final Valuation Period]] [The definition set out in the Reference Item Conditions applies][211]
	Look-Back: [Applicable/Not Applicable]
	[[Highest/Lowest] applies for the purposes of the definition of Reference Item Final$_i$]
[212]Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
	[Omission / Postponement / Modified Postponement] applies
	(*N.B. Adjustment not relevant where the Reference Item(s) are one or more Inflation Indices or FX Rates[213]*)
(iii) Periodic Valuation:	[Applicable/Not Applicable]
	(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
− Periodic Valuation Dates:	Periodic Valuation Dates are as set out in the table below:

t	Periodic Valuation Dates
1	[●]
…	[●]
y	[●]]

− Adjustment provisions:	Adjustment provisions in the event of a [Disrupted Day/Market Disruption Event]:
	[Omission/Postponement/Modified Postponement]

---

[209] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[210] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[211] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates for the Final Valuation Period" is inserted.

[212] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the sub-section "Adjustment provisions" is moved to after the sub-section "Initial Valuation Period".

[213] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and does not need to be specified for Valuation Period Dates" are deleted.

(iv)		[Continuous Valuation / Determination of American Barrier Event / American Valuation][214]:	[Applicable/Not Applicable]
			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
			(*N.B. Not applicable [215] Inflation-Linked Notes or Currency-Linked Notes*)
	–	Observation Period:	The period from ([but excluding/and including][216]) [●] to ([and including/but excluding][217]) [●]
(v)		[Determination of Bermudan Barrier Event / Bermudan Valuation]:	[Applicable/Not Applicable]
			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
			(*N.B. Not applicable for Inflation-Linked Notes or Currency-Linked Notes*)
	–	Bermudan Observation Dates:	[●]
	–	Adjustment provisions:	In the event of a [Disrupted Day/Market Disruption Event]:
			[Omission / Postponement / Modified Postponement] applies[218]
(vi)		Daily Valuation:	[Applicable/Not Applicable]
			(*If not applicable, delete the remaining sub–paragraphs of this paragraph*)
			(*N.B. Only applicable where "Barrier Bond Redemption Amount" is specified as the Reference Item-Linked Redemption Amount and Daily Valuation is specified as Applicable in item 53(xxxii)[219] above*)
	–	Valuation Period:	The period from ([but excluding/and including][220]) [●] to (and including) [●]

---

[214] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, in the first paragraph of the left hand column of item 38(iv), the words "Continuous Valuation:" are deleted and the words "[Continuous Valuation / Determination of American Barrier Event / American Valuation]:"are substituted therefor.

[215] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "for Notes linked to Baskets of Reference Items or" are deleted.

[216] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

[217] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "and including" are deleted and replaced by "[and including/but excluding]".

[218] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, a new sub-paragraph 38(v) is inserted and the succeeding sub-paragraphs renumbered accordingly.

[219] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the cross-reference "36(xxxii)" is deleted and the cross-reference "37(xxxii)" is substituted therefor.

[220] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "but excluding" are deleted and replaced by "[but excluding/and including]".

	–	Valuation Period Dates for the Valuation Period:	[Each [●][, [●] and [●]] [falling during the Valuation Period]] [The definition set out in the Reference Item Conditions applies]

| | | Adjustment provisions: | In the event of a [Disrupted Day/Market Disruption Event]: |

[Omission / Postponement / Modified Postponement] applies[221]

(vii)	FX valuation:	[Applicable/Not Applicable]

| | Principal FX Rate: | [Applicable/Not Applicable] |

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

(A)	Initial valuation to determine Reference Item Initial$_i$ in respect of the Principal FX Rate:	[Applicable/Not Applicable]

(*If not applicable and/or an Initial Price is specified for the FX Rate above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Initial Valuation Date:	[●]

| | Initial Averaging Dates: | As set out in the table below: |

t	**Initial Averaging Dates**
1	[●]
…	[●]
y	[●]

(B)	Final Valuation to determine Reference Item Final$_i$ in respect of the Principal FX Rate:	[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Final Valuation Date:	[●]

| | Final Averaging Dates: | As set out in the table below: |

---

[221] By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition the sub-paragraphs "Valuation Period Dates for the Valuation Period" and the related adjustment provision are inserted.

t	Final Averaging Dates
1	[●]
…	[●]
y	[●]

	Option FX Rate:	[Applicable/Not Applicable]	

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

(C)	Initial valuation to determine Reference Item Initial$_i$ in respect of the Option FX Rate :	[Applicable/Not Applicable]

(*If not applicable and/or an Initial Price is specified for the FX Rate above, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Initial Valuation Date:	[●]
	Initial Averaging Dates:	As set out in the table below:

t	Initial Averaging Dates
1	[●]
…	[●]
y	[●]

(D)	Final Valuation to determine Reference Item Final$_i$ in respect of the Option FX Rate:	[Applicable/Not Applicable]

(*If not applicable, delete the remaining sub–paragraphs of this paragraph. If applicable, include whichever provisions apply and delete the remaining alternatives*)

	Final Valuation Date:	[●]
	Final Averaging Dates:	As set out in the table below:

t	Final Averaging Dates
1	[●]
…	[●]

| | *y* | [●] |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

55. Form of Notes:

[Bearer Notes]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes]

[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note]

(*N.B. In the case of Bearer Notes, the exchange upon notice/at any time options as specified above and in the Conditions should not be expressed to be applicable if the Specified Denomination of the Notes in item 22 includes language substantially to the following effect: "[EUR 100,000 and integral multiples of EUR 1,000 in excess thereof and up to and including EUR 199,000]"*)

[VP Systems Notes issued in uncertificated and dematerialised book entry form. See further item 72 of Part B below]

56. New Global Note form:

[Applicable/Not Applicable]

57. Applicable Business Centre(s):

[Not Applicable/*insert Applicable Business Centres*]

58. Business Day Convention:

[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*] [Not Applicable]

59. Applicable Financial Centre(s) or other special provisions relating to Payment Business Days:

[Not Applicable/*Give details. See definition of Payment Business Day in the Conditions. Note that this item relates to the date and place of payment, and not to Interest Payment Dates/Maturity Date*]

60. Notices to be published on:

[●] / [*www.danskebank.com*] / [As specified in General Condition 15 (*Notices*)]

61. Talons for future Coupons to be attached to Definitive Notes:

[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

62. Name and address of the Calculation Agent:

[●]

63. Other final terms or special conditions:

[Not Applicable/give details]

[*insert any required amendments to Condition 15 (Notices) in respect of Bearer Notes*]

[**THIRD PARTY INFORMATION**

[*Relevant third party information*] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: By:

Duly authorised   *Duly authorised*

CC: Citibank, N.A., London Branch as Fiscal Agent

PART B - OTHER INFORMATION

64. **Listing and Admission to Trading**

    (i)   Listing: [The Official List of the Irish Stock Exchange plc/*specify other*/None]

    (ii)   Admission to trading: [Application has been made for the Notes to be admitted to trading on [the Global Exchange Market/specify other] with effect from [●]/Not Applicable]

                                             (*Only listings on unregulated markets may be specified*)

65. **[Information concerning Reference Entity/Entities:** (*Credit-Linked Notes only*)

    [*Need to include the name of [the/each] reference entity and need to include details of where the information about each reference entity can be obtained*: [Information relating to [the/each] Reference Entity is available from internationally recognised published or electronically displayed sources such as Bloomberg and any web-site of [the/each] Reference Entity/[●]]]

66. **[Information concerning the Inflation Index:** (*Inflation-Linked Notes only*)

    [*Need to include details of where past and future performance and volatility of the Inflation Index can be obtained] [Need to include the name of the Inflation Index and details of where information about the Inflation Index can be obtained*]

    [*Include any disclaimer wording required by the Index Sponsor*]]

67. **[Information concerning the [Index/Basket of Indices]:** (*Index-Linked Notes only*)

    [*Need to include details of where past and future performance and volatility of [the/each] index can be obtained] [Need to include the name of [the/each] index need to include details of where the information about [the/each] index can be obtained*]

    [*Include any disclaimer wording required by the Index Sponsor(s)*]]

68. **[Information concerning the [Underlying Equity/Basket of Underlying Equities]:** (*Equity-Linked Notes only*)

    [*Need to include details of where past and future performance and volatility of [the/each] underlying equity can be obtained] [Need to include the name of [the/each] issuer of [the/each] underlying equity and the ISIN or other identification code*]]

    (*N.B. Any Underlying Equity relating to the Notes must be traded on a regulated, regularly operating, recognised open market, or by reference to the prices, levels or performance of a currency, an index, an interest rate, a commodity; or a combination of the above or be credit linked*)

69. **[Information concerning the [Fund Interest/Basket of Fund Interests]:** (*Fund-Linked Notes only*)

    [*Need to include details of where past and future performance and volatility of [the/each] fund interest can be obtained.] [Need to include the name of [the/each] fund of [the/each] fund interest and the ISIN or other identification code*]

70. **[Information concerning the [[rate[s] of exchange/formula/currencies]:** (*Only for Currency-Linked Notes, including where "FX Principal Conversion" and/or "FX Option Conversion" is specified as applicable*)

[*Need to include details of where past and future performance and volatility of the [relevant rates/formula/currencies] can be obtained*]]

71. **[Information concerning the [Commodity/Basket of Commodities]:** (*Commodity-Linked Notes only*)

[*Need to include details of where past and future performance and volatility of [the/each] commodity/formula can be obtained] [Need to include the name of [the/each] commodity and need to include details of where the information about [the/each] commodity can be obtained*]

72. **Operational Information**

ISIN Code:	[●]
Common Code:	[●]

New Global Note intended to be held in a manner which would allow Eurosystem eligibility:

[Not Applicable] (*Specify "Not Applicable" if the Notes are being issued in CGN form*)

[Yes. Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with one of Euroclear Bank S.A./N.V. or Clearstream Banking S.A. as common safe-keeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] (*If "Yes" selected, Bearer Notes must be issued in NGN form*)

[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of Euroclear Bank S.A./N.V. or Clearstream Banking S.A. as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking S.A. and the relevant identification number(s):

[Not Applicable/*give name(s) and number(s)*/VP, VP identification number: [●]/VPS, VPS identification number: [●]/Euroclear Finland, Euroclear Finland identification number: [●]/Euroclear Sweden, Euroclear Sweden identification number: [●]]]

<table>
<tr><td></td><td>The Issuer shall be entitled to obtain certain information from the register maintained by [the VP/the VPS/Euroclear Finland/ Euroclear Sweden] for the purpose of performing its obligations under the issue of VP Systems Notes] (*delete as applicable*)</td></tr>
<tr><td>Settlement Procedures:</td><td>[Customary medium term note procedures apply/*specify other settlement and payment procedures*]</td></tr>
<tr><td>Delivery:</td><td>Delivery [against/free of] payment</td></tr>
<tr><td>Names and addresses of additional Paying Agent(s) (if any):</td><td>[Not Applicable/[●]]</td></tr>
</table>

73. **Distribution**

    (i)   Name [and address] of Dealer: [Not Applicable/*give name* [*and address*]]

    (ii)   [Total commission and concession: [●] per cent. of the Aggregate Principal Amount]

    (iii)   TEFRA Rules: TEFRA [C/D/not applicable]

    (iv)   Additional Selling Restrictions: [[●]/Not Applicable]

74. **U.S. Federal Income Tax Considerations**

(i)   [The Notes are [not] Specified Notes for purposes of Section 871(m).] [*The Notes will not be Specified Notes if they (i) are issued prior to January 1, 2017 or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes are issued after January 1, 2017 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required.*]

ANNEX

Reference Entity	Reference Entity Notional Amount	Reference Obligation	All Guarantees		Credit Events:	Provisions relating to Restructuring Credit Event:	Multiple Holder Obligation:	Restructuring Maturity Limitation and Fully Transferable Obligation	Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation	[Set/Zero Recovery Price]
[●]	[●]	[Standard Reference Obligation [not] applicable] [Senior Level/Subordinated Level] (*must be inserted when Noes are cash settled*) [The obligations identified as follows: Primary Obligor: [●] Maturity: [●] Coupon: [●] CUSIP/ISIN : [●] Guarantor: [●] (*N.B. delete if*	[Applicable/Not Applicable]		[Bankruptcy] [Failure to Pay] [Grace Period Extension [Applicable/Not Applicable] [If Applicable: Grace Period: [●] [calendar days] [Grace Period Business Days] [Obligation Default] [Obligation Acceleration] [Repudiation/Moratorium] [Restructuring] [Governmental Intervention]	Reference Item Condition 2.11 [Applicable/Not Applicable][[Mod R/Mod Mod R] applicable]]	Provisions relating to Reference Item Condition 2.12 [Applicable/Not Applicable]	[Applicable/Not Applicable]	[Applicable/Not Applicable]	(*insert percentage in relation to each Reference Equity, which may be zero, if applicable*)

		Standard Reference Obligation is applicable)]							

Reference Entity	Obligation Category: (*select one only*)	Obligation Characteristics: (*select all of which apply*)	Additional Obligation(s)	Excluded Obligation(s):	Deliverable Obligation Category (for the purposes of determining Valuation Obligation(s)): (*select one only*)	Deliverable Obligation Characteristics (for the purposes of determining Valuation Obligation(s)): (*select all which apply*)		Excluded Deliverable Obligation(s) (for the purposes of determining Valuation Obligation(s)):
[●]	[Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]	[Not Subordinated] [Specified Currency: [*specify currency*] [Standard Specified Currency]] [Not Sovereign Lender] [Not Domestic Currency:] [Domestic Currency means: [*specify currency*]] [Not Domestic Law] [Listed] [Not Domestic Issuance]	[*insert name(s)*] / [Not Applicable]	[*insert name(s)*] / [Not Applicable]	[Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]	[Not Subordinated] [Specified Currency: [*specify/Standard Specified Currency*]] [Not Sovereign Lender] [Not Domestic Currency] [Domestic Currency means: [*specify currency*]] [Not Domestic Law] [Listed] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Qualifying Participation Seller: [*insert details*]] [Transferable] [Maximum Maturity: [●]] [Accelerated or Matured] [Not Bearer]		[*Specify*]/[Not Applicable]

(*Specify for each Reference Entity*)