PROSPECTUS SUPPLEMENT NO. 4 DATED 9 MAY 2017 TO THE BASE PROSPECTUS DATED 22 JUNE 2016



EUR 5,000,000,000 STRUCTURED NOTE PROGRAMME

This Prospectus Supplement dated 9 May 2017 (the "Prospectus Supplement" or "Prospectus Supplement No. 4") to the Base Prospectus dated 22 June 2016, the Supplement No. 1 dated 5 August 2016, the Supplement No. 2 dated 4 November 2016 and the Supplement No. 3 dated 13 February 2017 (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 QUARTER 2017

On 28 April 2017 Danske Bank A/S published its consolidated unaudited interim financial statements as at and for the first quarter period ended 31 March 2017 (the "Interim report – first quarter 2017"). A copy of the Interim report – first quarter 2017 has been filed with the Central Bank of Ireland and, by virtue of this Prospectus Supplement, the Interim report – first quarter 2017 is incorporated in, and forms part of, the Base Prospectus, excluding the section "Outlook for 2017" on page 4 thereof. 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 quarter 2017 incorporated by reference herein can be viewed online at https://danskebank.com/investor-relations/reports.

Interim report – first quarter 2017t

31 March 2017

Income Statement for the Group for the first quarter period ended 31 March 2017	page 24
Statement of Comprehensive Income for the Group for the first quarter period ended 31 March 2017	page 25
Balance Sheet for the Group for the first quarter period ended 31 March 2017	page 26
Statement of Capital for the Group for the first quarter period ended 31 March 2017	pages 27-29
Cash Flow Statement for the Group for the first quarter period ended 31 March 2017	page 30
Notes to the Financial Statements for the Group for the first quarter period ended 31 March 2017	pages 31-53
Statement by the Management as at and for the first quarter period ended 31 March 2017	page 54

The Interim report – first quarter 2017 is incorporated as set out above. The table above sets out the principal disclosure requirements which are satisfied by the information and is not exhaustive. Each page reference refers to the corresponding page in the Interim report – first quarter 2017.

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.

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 31 March 2017, 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 2016, 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."

SUMMARY

Element B.12 of the Summary on page A-3 of the Base Prospectus shall be deleted and replaced with the following text:

B.12	Selected historical key financial information ¹						
	(DKK million)	Twelve months ended	Twelve months ended				
	Danske Bank Group	31 December 2016	31 December 2015				
	Total income	47,959	45,611				
	Operating expenses	22,642	23,237				
	Goodwill impairment charges	-	4,601				
	Loan impairment charges	(3)	57				
	Profit before tax, core	25,320	17,716				
	Profit before tax, Non-core	37	46				
	Profit before tax	25,357	17,762				
	Tax	5,500	4,639				
	Net profit for the period	19,858	13,123				
	Balance sheet:						
	Loans	1,689,155	1,609,384				
	Trading portfolio assets	509,678	547,019				
	Assets in Non-core	19,039	27,645				
	Other assets	1,265,799	1,108,83				
	Total assets	3,483,670	3,292,878				
	Deposits	859,435	816,762				
	Bonds issued by Realkredit Danmark	726,732	694,519				
	Trading portfolio liabilities	478,301	471,131				
	Liabilities in Non-core	2,816	5,520				
	Other liabilities	1,249,771	1,144,116				
	Total liabilities	3,317,055	3,132,048				
	Additional tier 1 etc.	14,343	11,317				
	Shareholders' equity	152,272	149,513				
	(DKK million)	Three months ended	Three months ended				
	Danske Bank Group	31 March 2017	31 March 2016				
	Total income	12,649	11,469				
	Operating expenses	5,724	5,310				
	Loan impairment charges	(235)	(130				
	Profit before tax, core	7,160	6,289				

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In the Danske Bank Group's annual report as at and for the year ending 31 December 2016, the comparative figures for the year ended 31 December 2015 were restated. Element B.12 and note 2 in the Annual Report 2016 reflect the restatements for the year 2015. By virtue of the Prospectus Supplement No. 3 dated 13 February 2017, the words "31 December 2015" and "30 September 2016" in "Statement of no material adverse change" and "Description of significant changes to financial or trading position" have been deleted and the words "31 December 2016" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated audited annual financial statements as at and for the year ended 31 December 2016.

Profit before tax, No	n-core	(19)	(18)
Profit before tax		7,140	6,271
Tax		1,610	1,326
Net profit for the period		5,530	4,945
Balance sheet:			
Loans		1,705,483	1,640,063
Trading portfolio ass	sets	463,751	566,268
Assets in Non-core		18,476	26,514
Other assets		1,355,830	1,155,673
Total assets		3,543,540	3,388,518
Deposits		883,538	811,631
Bonds issued by Rea	lkredit Danmark	734,250	682,542
Trading portfolio lia	bilities	446,325	493,395
Liabilities in Non-co	ore	2,892	5,106
Other liabilities		1,315,997	1,239,739
Total liabilities		3,383,002	3,232,413
Additional tier 1 et	c.	14,389	11,433
Shareholders' equi	ty	146,149	144,672
material adverse since 31 December which the most re		rerial adverse change in the pro- 16, the last day of the financial ly audited financial statement	period in respect of
significant There has been no so or of the Issuer and the last day of the		ificant change in the financial subsidiaries taken as a whole sancial period in respect of what the Issuer have been prepared	ince 31 March 2017, nich the most recent

By virtue of the Prospectus Supplement No. 4 dated 9 May 2017, the words "31 December 2016" in "Description of significant changes to financial or trading position" have been deleted and the words "31 March 2017" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first quarter ended 31 March 2017.

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 11 May 2017 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

Section B - Issuer

RESPONSIBLE FOR SUCH INFORMATION.

OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE [RELEVANT] AUTHORISED OFFEROR WILL BE

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 ³						
	(DKK million)	Twelve months ended	Twelve months ended				
	Danske Bank Group	31 December 2016	31 December 2015				
	Total income	47,959	45,611				
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	Tax		1,610	1,326
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	Balance sheet:			
	Loans		1,705,483	1,640,063
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	Total assets		3,543,540	3,388,518
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	Trading portfolio liab	ilities	446,325	493,395
	Liabilities in Non-cor	e	2,892	5,106
	Other liabilities		1,315,997	1,239,739
	Total liabilities		3,383,002	3,232,413
	Additional tier 1 etc.		14,389	11,433
	Shareholders' equity	7	146,149	144,672
	Statement of no material adverse change	31 December 2016, the	o material adverse change in the prospects of the Issuer since 6, the last day of the financial period in respect of which the litted financial statements of the Issuer have been prepared.	
	Description of significant changes to financial or trading position	of the Issuer and its sub	ificant change in the financial posi osidiaries taken as a whole since 31 period in respect of which the more r have been prepared. ⁴	March 2017 the last
B.13	Recent events materially relevant to an evaluation of the Issuer's solvency			
B.14	Dependence on other entities within the Group	other entities entities within the Group.		endent on any other
B.15	Principal activities The Group is the le Finansrådet (Danish Nordic region – meas offers its customers		ding financial service provider in tankers' Association)) – and one or red by total assets as at 31 December Denmark and in its other marker g on the market, include services in	of the largest in the er 2015. The Group ts a broad range of

By virtue of the Prospectus Supplement No. 4 dated 9 May 2017, the words "31 December 2016" in "Description of significant changes to financial or trading position" have been deleted and the words "31 March 2017" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first quarter ended 31 March 2017.

		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 establ "EU") and is registered under Regulation (I		•	,
		A rating is not a recommendation to buy, subject to suspension, reduction or withdra rating agency.			-
		No ratings have been or are expected to be a of or with the co-operation of the Issuer in the second	-		e request

Section C - Notes

Element	Title		
C.1 (Applicable for Annexes V, XII and XIII)	Description Notes/ISIN	of	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 process of the temporary of the common securities and the permanent global Note, which is expected to occur on or about [●]]]
			The International Securities Identification Number (ISIN) is [●]. The Common Code is [●]. [The [VP/VPS/Euroclear Finland/Euroclear Sweden] identification number is [●].] The calculation amount ("CA") is [●].

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

C.5 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

V, XII and XIII)

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

[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] 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 [Leverage Margin ending on or about [ullet][•]% [**●**]% [**●**]%] [**●**]%] lacksquare(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]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$ 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" = $[[+/-]] \bullet]\%$ /Zero/the percentage specified for the relevant interest period in the Table below]

	[TABLI	E	
Interest period ending on or about	[Cap	[Leverage	[Margin
[•]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]
	(Specify for each inte	rest 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	[Floor	[Leverage	[Margin
on or about			
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]
	(Specify for each inter	est 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]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$ 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]				
		[TAE	BLE		
Interest period ending on or about		[Cap	[Floor	[Leverage	[Margin
[•]		[●]%	[●]%	[●]%	[●]%
[•]		[●]%]	[●]%]	[●]%]	[●]%]
	(Specify	for each i	interest period	<i>d</i>)]]	

[Reverse Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] 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 Applie for the relevant below]	-	
"Floor"	=	[[●]%/Zero/the prelevant interest p		
"Leverage"	=	[[●]%/100%/the relevant interest p		
"Specified Rate'	., =	[[●]%/the percen interest period in		
		[TABLE		
Interest period ending on or about	[Ca _]	o [Floor	[Specified Rate	[Leverage
[•]	[●]%	% [●]%	[●]%	[●]%
[●]	[●]%	6] [●]%]	[●]%]	[●]%]
	(Specify fo	r each interest per	iod)]]	

[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"	perc the T	_		est period, the terest period in
Interest period ending on or about	[Strike Rate	[Cap	[Floor	[Leverage
[•]	[●] %	[●] %	[●] %	[●] %
[•]	[●]%]	[●]%]	[●]%]	[●] %]
	(Specify for each	h interest peri	iod)]]	

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

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

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, $[\bullet]$.

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

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

"Cap"	=	[[●]%/Not Applicable/the percentage specified for the relevant interest period in the Table below]
"Floor"	=	[[●]%/Zero/the percentage specified for the relevant interest period in the Table below]
"Leverage"	=	[[●]%/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	[Сар	[Floor	[Leverage
[•]		[●]%	[●]%	[●]%	[●]%
[•]		[●]%]	[•]%]	[●] %]	[●]%]
	(Spe	cify for each i	nterest period)]]	

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

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

For the purposes of the above:

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

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

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

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

"Lower Barrier"	=	[[●][Zero][%]/the [percentage/amount] specified for the relevant interest period in the Table below]
"Specified Rate 1"	=	[[●]%/the rate specified for the relevant interest period in the Table below]
"Specified Rate 2"	=	[[●]%/Zero/the rate specified for the relevant interest period in the Table below]
"Upper Barrier"	=	[[●][%]/the [percentage/amount] specified for the relevant interest period in the Table below]
		[TABLE

Interest period ending on or about	[Lower Barrier	[Upper Barrier	[Specified Rate 1	[Specified Rate 2		
[•]	[•][%]	[●][%]	[●]%	[●]%		
[•]	[•][%]]	[•][%]]	[•]%]	[●] %]		
	(Specify for	each interest perio	<i>d</i>)]]			
[Binary Rate Notes [the/each] interest excluding]) [●] to depending on whe greater than the determined as follows:	t period falling (([and including/lether the Reference Lower Barrier ar	during the period out excluding])) [• ce Price _t of the Re	from ([and]] is one of two ference Item i	including/but of binary rates s equal to or		
` /		to or greater than arrier, Specified Ra		rier and equa		
(b) otherwise	e, Specified Rate 2					
For the purposes o	f the above:					
[currency] LIBOR	"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.						
an interest period Reference Item for	, the [underlying					
an interest period	the [underlying such interest determine]	rate / [specify p	eriod] perform [percen	tage/amount		
an interest period Reference Item for	the [underlying such interest determined by the content of the con	rate / [specify permination date. [[•][Zero][%]/the specified for the re	[percen levant interest	tage/amount		
an interest period Reference Item for "Lower Barrier"	the [underlying such interest determined	rate / [specify permination date. [[●][Zero][%]/the specified for the refable below] [[●]%/the rate specified.	[percen levant interest ified for the rel below]	tage/amount period in the		
an interest period Reference Item for "Lower Barrier" "Specified Rate 1"	the [underlying such interest determined	rate / [specify pormination date. [[•][Zero][%]/the specified for the reproduction for the reproduction of the production of the product	[percen levant interest ified for the rel below] ified for the rel below] ntage/amount]	tage/amount period in the evant interes evant interes specified fo		
an interest period Reference Item for "Lower Barrier" "Specified Rate 1" "Specified Rate 2"	the [underlying such interest determined	rate / [specify pormination date. [[•][Zero][%]/the specified for the respecified for the respecified below] [[•]%/the rate specified in the Table below] [[•]%/the rate specified in the Table below] [[•]%/the rate specified in the Table below]	[percen levant interest ified for the rel below] ified for the rel below] ntage/amount]	tage/amount period in the evant interes evant interes		
an interest period Reference Item for "Lower Barrier" "Specified Rate 1" "Specified Rate 2"	the [underlying such interest determined	rate / [specify pormination date. [[•][Zero][%]/the specified for the respecified for the respecified below] [[•][%/the rate specified in the Table below] [[•][%]/the rate specified in the Table below] [[•][%]/the specified in the Table below] [[•][%]/the specified percent interests in the Table below] [[•][%]/the specified percent in the Table below]	[percen levant interest ified for the rel below] ified for the rel below] ntage/amount]	tage/amount period in the evant interes evant interes specified for Table below]		

[5033	5-30/3	5-30/3	F = 350 / 33	5-350/3
[•]	[●]]	[●]%]	[●]%]	[•][%]]	[•][%]]
	(Specify for	r each interes	t period)]]		
[Inflation Adjusted Interest Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be a specified rate, adjusted to reflect the [specify period] performance of the Reference Item, determined as follows:					
	Specified I	Rate x Refer	ence Price _t		
For the purposes	of the above:				
"Reference Iten	n" means [insert de	escription of i	inflation ind	ex].	
" Reference Price _t " means, in respect of the relevant interest determination date (<i>t</i>), [[<i>specify period</i>] 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 peri	od ending [Inter Date	est Determ	ination [S _]	pecified Rate	
1 [•]	[•]		[•]%	
[•]	[●]]		[•]%]	
	(Specify fo	r each interes	st 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 Spec	ified Rate][-	– Paid Inte	erest]	

[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/lowest⁵] [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 period⁶], 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] $[[\bullet], [\bullet]]$ and $[\bullet]$ / As specified below] "interest determination dates" (subject to postponement])] **[TABLE** [Autocall [Specified Rate [Interest interest determination Strike Barrier dates lacksquare[•]% $[\bullet]$ $[\bullet]]]$ (Specify for each Interest Period)]] [Valuation

"initial valuation date"

[•] (subject to postponement)]

⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

⁶ 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	ı		1			
	["initial averaging dates"	=	[●], [●] and [●] (subject to [[modified] postponement / omission])]			
	"initial valuation period"	=	from ([but excluding/and including]) [●] to ([and including/but excluding]) [●] ⁷]			
	["valuation period dates" for the initial valuation period	=	[Each [●] [, [●] and [●]] falling during the initial valuation period] (each such date subject to [[modified] postponement / omission])] ⁸			
	["interest determination dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]]			
	[The "Swap Rate" is the rate determ swap rates, determined as follows:	ined by	reference to the difference between two			
	Swap Rate 1 – Swap Rate 2					
	For the purposes of the above:					
	"Swap Rate 1" is [●] year [insert re	elevant .	Reference Rate]			
	"Swap Rate 2" is [●] year [insert relevant Reference Rate]]					
		r[, subje	/ semi-annually/quarterly/monthly] [in ct to adjustment for non-business days].			
	annual/quarterly/monthly] interest p	eriod b	ue] in respect of each [annual/semi- ut the interest amount in respect of each ll only be payable on the maturity date.]			
	interest period shall be multiplied by to the relevant cross-rate] on the spe of such interest period [or, if applic event redemption date] DIVIDED E	the [•] ecified in able, the SY [[•], by refer	d the Interest Amount in respect of each exchange rate [determined by reference interest FX determination date in respect e [fifth business day] prior to the credit being] [the [average] [initial price/rate] rence to the relevant cross-rate] [on the essed as a percentage]			
	["initial valuation date" =	[•] (subject to postponement)]			
	["initial averaging dates" =	[●],	[ullet] and $[ullet]$ (subject to postponement)]			

⁷ 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.

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

["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)]
	1
[The Notes do not bear any interest.] offered and sold at a discount to the	[The Notes are Zero Coupon Notes and will be ir 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 $[\bullet]$ per Calculation Amount and the optional redemption date(s) [is/are] $[\bullet]$ [, $[\bullet]$ and $[\bullet]$].]

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

[Early Redemption (Autocall)

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

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

For the purposes of the above:

"Autocall Performance" means, in respect of [the/a] Reference Item and a specified autocall valuation date (*t*), the [level/price/rate/value] of such Reference Item on such specified autocall valuation date (*t*) DIVIDED BY the [average/highest/lowest⁹] [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 period¹⁰], expressed as a percentage

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

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

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

 [t] autocall valuation date
 Autocall Barrier

 1 $[\bullet]$ $[\bullet]\%$

 ... $[\bullet]$ $[\bullet]\%$

⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

¹⁰ 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" postponement / omission])]	= $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to [[modified]
["initial valuation period" ["valuation period dates"	= from ([but excluding/and including]) [●] to ([and including/but excluding]) [●] ¹¹]
for the initial valuation period	 Each [●] [, [●] and [●]] falling during the initial valuation period (each such date subject to [[modified] postponement / omission])]¹²
["autocall valuation dates"	= $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to postponement)]]

Early redemption

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

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

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

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

¹¹ 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.

¹² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

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.

	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	Admission	to	[Application has been made to the [Irish Stock Exchange plc]/[the Nasdaq
	trading		Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq Helsinki Oy]/[the
(Applicable			Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg
for Annexes			Stock Exchange] for the Notes to be admitted to trading on [[the Irish Stock
V and XII)			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:

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

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	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].]

(Applicable for Annex XII)		
[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 ar 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 periof 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] Floatin 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 dat of issue/from [●]/for the interest period[s] specified below] at a variable rat calculated by reference to [the Relevant Rate/Reference Pricet] specified below.]
		[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated be reference to the following formula:
		(Leverage x Relevant Rate) + Margin
		For the purposes of the above:
		"Reference Item" means [insert description of Inflation Index] / [[●] mont [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] yea [currency] OMX Swap Rate] / [Swap Rate].
		"Relevant Rate" means, in respect of the relevant interest determination date for a interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

"Leverage"	=	[[●]%/100%/the percen relevant interest period in	
"Margin"	=	[[+/-][●]%/Zero/the per the relevant interest period	
		[TABLE	
Interest period ending on or about		[Leverage	[Margin
[•]		[●] ⁰ ⁄₀	[●]%
[•]		[●]%]	[●]%]
	(Specify fo	or 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]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] will be calculated by reference to the following formula:

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

For the purposes of the above:

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

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

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

(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:

"Floor"

[ullet]

"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.

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

[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]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] will be calculated by reference to the following formula:

(Specify for each interest period)]]

[•]%]

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

For the purposes of the above:

[currency] LIBOR	"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].			
interest period, the	"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	[Сар	[Floor	[Leverage	[Margin		
[●]	[●]%	[●]%	[●]%	[●]%		
[●]	[●]%]	[●]%]	[●] %]	[●]%]		
(Specify for each interest period)]]						
respect of [the/each] including/but excluding/but excluding/but excluding/but excluding determined by reference. Max [Floor; Min [6] For the purposes of the "Reference Item" management of the [currency] LIBOR / Electronic [currency] OMX Swap "Relevant Rate" means interest period, the [under the for such interest of the currency] of the currency of the such interest of the currency of the curre	ng]) [•] to (([a ce to the following Cap; Specified Race above: eans [insert described VRIBOR / NIBOR of Rate] / [Swap Rate derlying rate] [[specified Race above]]	ind including formula: ate - (Leve iption of Info STIBOR Cate]. relevant intercify period] period] period	rage x Releval [ation Index] / CIBOR / BBSV	g])) [•]] is ant Rate)]] ' [[•] month V] / [[•] year on date for an		
"Cap"		he relevant in	able/the percent nterest period			
"Floor"			ercentage spec			
"Leverage"	= [[●]%/100%/the percentage specified for the relevant interest period in the Table below]					
"Specified Rate"	pecified Rate" = [[●]%/the percentage specified for the relevant interest period in the Table below]					
	[TABLE					
Interest period ending on	[Cap	[Floor	[Specified Rate	[Leverage		
or about						
or about [●]	[●]%	[●]%	[●]%	[●]%		

		(Spec	ify for each	interest perio	od)]]	
	[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] / [[●] [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[currency] OMX Swap Rate] / [Swap Rate]. "Relevant Rate" means, in respect of the relevant interest determination data interest period, the [underlying rate] [[specify period] performance] of the Relevant for such interest determination date.					
	"Cap"	=		e relevant in	_	ntage specified in the Table
	"Floor"	=		_	ercentage speriod in the Ta	cified for the ble below]
	"Leverage"	=		_	percentage speriod in the Ta	ecified for the ble below]
	"Strike Rate" = [[●]%/in respect of an interest period, percentage specified for such interest period the Table below]					
	[TABLE					
	Interest period ending on or about		[Strike Rate	[Сар	[Floor	[Leverage
	[•]		[●]%	[●]%	[●]%	[●]%
	[•]		[●]%]	[●]%]	[●]%]	[●]%]
	(Specify for each interest period)]]					
	[Snowball Notes: The [the/each] interest excluding]) [●] to (to the following form	period fa ([and inclu	alling during	g the period	I from ([and	including/but

Max [Floor; M	Max [Floor; Min [Cap; (Rate of Interest _{t-1} + Snowball Amount _t) – (Leverage x Relevant Rate)]]				
For the purposes of	f the above:				
		respect of an interest period (t) , the rate of interest sterest period $(t-1)$ or, if none, $[\bullet]$.			
	/ EURIBOR	ert description of Inflation Index] / [[●] month / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year Swap Rate].			
	[underlying ra	ect of the relevant interest determination date for an ate] [[specify period] performance] of the Reference tion 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]			

[[ullet]%/the percentage specified for such interest period in the Table below]

"Snowball Amount_t"

	[TABLE					
Interest period ending on or about	[Snowball Amount _t	[Cap	[Floor	[Leverage		
[•]	[●]%	[●]%	[●]%	[●]%		
[●]	[●]%]	[●]%]	[●]%]	[●] %]		
	(Specify for each i	interest perio	od)]]			

[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]) [\bullet] to (([and including/but excluding])) [\bullet]] 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 (" \mathbf{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	[Specified Rate 2	
[•]	[•][%]	[•][%]	[●]%	[●]%	
[•]	[•][%]]	[•][%]]	[●]%]	[●]%]	
	(Specij	fy for each interes	t 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 Price₁ 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 Price₁ 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 Price₁" means, in respect of an interest determination date for an interest period, the [underlying rate/[specify period]] performance] of the Reference Item for					
"Lower Barri			[percentage/amoust period in the Tal		
"Specified Ra		[●]%/the rate specified in the Table	pecified for the rebelow]	relevant interest	
"Specified Rat		[●]%/the rate specified in the Table	pecified for the rebelow]	relevant interest	
"Upper Barrio			entage/amount] speriod in the Table l		
		[TABLE			
t Interest period end	-	[Specified ation Rate 1	[Specifie [Lo d Rate 2 Bar	wer [Upper rrier Barrie r	
1 [•]	[●]	[●]%	[●]% [●]	[%] [•][%]	

[0]	[0]]	[a]0/]	[a]0/]	[A][0/]]	F#3F0/3	
[•]	[●]]	[●]%]	[●]%]	[•][%]]	[•][%]]	
	(Specify fo	r each intere	st period)]]			
period/in respective including/but of specified rate,	[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 F	Rate x Refe	ence Price	't		
For the purpos	es of the above:					
"Reference Ite	em" means [insert de	escription of	inflation ind	ex].		
the [specify]	"Reference Pricet" 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 [Interest Determination [Specified Rate on or about Date					
1 [•]	[●]		[•]]%		
[•]	[●]]		[●]]%]		
	(Specify fo	r each intere	est period)]]			
reference to the of an Interest P If on a specifie is equal to or a amount shall be	e performance of the Period and each calculated coupon valuation of greater than the Integer an amount equal and shall be zero.	Reference Ited lation amount date, the Relactorist Barrier,	em[s], the Intent will be detected at the Interest Autoca	erest Amount termined as fo all Interest Per Amount per c	in respect bllows: rformance alculation	
For the purpose	es of the above:					
"Autocall Into	erest Amount" mea	ans an amou	int determine	ed by referer	ace to the	
	[CA [x t] x Spec	ified Rate]	– Paid Inte	erest]		

I					
	[•]	[●]]		[●]%]	[●]]
	1 [•]	[•]		[●]%	[•]
	t interest determina dates	[Specified	Rate	[Autocall Strike	[Interest Barrier
			[TA]	BLE	
	"interest deter	rmination dates"	=	[[ullet], [ullet] and $[ullet]$ (subject to postp] / As specified below] onement)]
	"Interest Barr	rier"	=		rcentage specified for rest determination date
	["Autocall Str	rike"	=		reentage specified for rest determination date
	"Specified Rat	te"	=		rcentage specified for rest determination date
	Performance of Performances	of the Reference 1	Item/the eference	sum of the weigh	ne Autocall Interest ated Autocall Interest hest Autocall Interest
		"means the sum of sich Interest Paymen		ocall Interest Amou	nts (if any) previously
	a specified in Reference Item [average/highe Item [on the in valuation perio	terest determination on such specified est/lowest ¹³] [initial valuation date od ¹⁴], expressed as a	on date interest price/less/on an apercent	(t), the [level/pric determination date evel/price/rate/value by valuation period gage.	a] Reference Item and e/rate/value] of such (t) DIVIDED BY the e] of such Reference date during the initial
				levant interest deter	_
	[CA x Max			t Autocall Intere Strike]]	st Performance –

	[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

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

	For the purposes of the above: "Swap Rate 1" is [•] year [insert releved] "Swap Rate 2" is [•] year [insert releved]	•			
L L	Swap Rate 2 15 [] year [insert retex	vani Reference Ruiej.j			
	[annually/ semi-annually/quarterly/more year[, subject to adjustment for non-bust be made on [●].] [Interest[, if any] will [be payable/annual/quarterly/monthly] interest periods.	5, interest/Interest][, if any,] will be paid nthly] [in arrear] on [●] [and [●]] in each siness days]. The first interest payment will accrue] in respect of each [annual/semiod but the interest amount in respect of each id will only be payable on [[●]/ the maturity			
	1				
	interest period shall be multiplied by the to the relevant cross-rate] on the specifi of such interest period [or, if applicable event redemption date] DIVIDED BY [e and the Interest Amount in respect of each e [•] exchange rate [determined by reference ited interest FX determination date in respect e, the [fifth business day] prior to the credit [[•], being] [the [average] [initial price/rate] reference to the relevant cross-rate] [on the expressed as a percentage]			
	["initial valuation date" = [●] (subject to postponement)]				
	["initial averaging dates" =	= $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to postponement)]			
	["interest FX determination date"] =	In respect of an interest period and the related Interest [Period /Payment] Date, [the [●] Currency Business Day prior to such Interest [Period/Payment] Date/the date specified for such Interest [Period/Payment] Date in the table below (subject to postponement):			
	Interest [Period/Payment] Date	Interest FX Determination Dates			
	[●]	[●]			
	[●]	[●]			
	[•]	[•]			
	(Specify for ea	ch Interest Period)]			
	[The Notes do not bear any interest.] [T offered and sold at a discount to their p.	he Notes are Zero Coupon Notes and will be rincipal amount.]			
	1				
	[Optional redemption				

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

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

Early redemption

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/lowest¹⁵] [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 period¹⁶], expressed as a percentage "Relevant Autocall Performance" means [the Autocall Performance of the Reference Item/the sum of the weighted Autocall Performances for each of the Reference Items/ the [●] highest Autocall Performance of any Reference Item]] "Autocall Barrier" [[●]% / The percentage specified for the relevant autocall valuation date below] "autocall valuation dates" $[\bullet]$, $[\bullet]$ and $[\bullet]$ / As specified below] (subject to postponement) **[TABLE** [Autocall Barrier autocall valuation date [ullet][•]% [ullet][•]%] (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 [●].	The maturity date is [●].					
the occurrence of a Credit Eve	[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].]					
be multiplied by the [●] exc cross-rate] on the specified fir the [fifth business day] prior [[●], being] [the [average] [in	["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"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]				
["final valuation date"	=	[●] (subject to postponement)]				

¹⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

¹⁶ 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.

	["final averaging dates" = $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to postponement)]				
	[Reference Item-Linked Redemption Notes: [Subject as provided below under "Redemption following the occurrence of a Credit Event", t/T]he Final Redemption Amount in respect of each calculation amount ("CA") is linked to the performance of the Reference Item and shall be the Reference Item-Linked Redemption Amount (which shall not be less than zero) determined as set out below:				
	[Inflation Adjusted Redemption Notes: The Reference Item Adjusted Redemption Amount shall be the "Inflation Adjusted Redemption Amount" determined as follows:				
	RPA x Max [Performance Floor; (PR x Reference $Price_f$)] x OFX Where:				
	"FX Option Conversion": [Applicable and "OFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]				
	"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]				
	"Reference Price;" 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:				
1	$PPA \perp Poforonco Itom Amount$				

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified 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 percentage¹⁷

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

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [●]%/100%]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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".

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

Where:

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified 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 percentage¹⁸

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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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".

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

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

Where:

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

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage¹⁹

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

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified 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 percentage²⁰

"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" = [●]%

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 [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".

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

"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 percentage²¹

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

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

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

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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".

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 percentage²²

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

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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".

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 of such Reference Item price/level/price/rate/value] on [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage²³ "Rainbow Call Performance" means the sum of the weighted Call Performances for each of the Reference Items For the purposes of such determination, the weighting of each Reference Item shall be determined as follows: the Call Performance of each Reference Item shall ranked in order of the highest such Call Performance to the lowest such Call Performance and the weighting assigned to each Reference Item shall depend on the order in which it is so ranked, as follows: Ranking Weighting Best performing [•]% [•]% Worst performing [•]% "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]] The Reference Item-Linked Redemption Amount shall be the "Quadratic Call **Redemption Amount**" determined by reference to the following formula: RPA + Reference Item Amount For the purposes of the above: "Reference Item Amount" means an amount determined by reference to the

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 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".

following formula:

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CA x Max [Performance Floor, (PR x Quadratic Call Performance)] x OFX				
Where:				
"Quadratic Call Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]				
"FX Option Conversion": [Applicable and "OFX" shall be the $[\bullet]$ exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY $[[\bullet]$, being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]				
"FX Principal Conversion": [Applicable and "PFX" shall be the $[\bullet]$ exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY $[[\bullet]]$, being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]				
"Performance" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage 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 "Quadratic Put Redemption Amount" determined by reference to the following formula:				
RPA + Reference Item Amount				
For the purposes of the above:				

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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".

"Reference Item Amount" means an amount determined by reference to the following formula: CA x Max [Performance Floor, (PR x Quadratic Put Performance)] x OFX Where: "Quadratic Put Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] MINUS Strike "FX Option Conversion": [Applicable and "OFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1"Performance" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], **[**[●], being] [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 period] DIVIDED BY valuation 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 percentage²⁵ "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

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 initial [[averaging/valuation] date[s]/valuation

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".

For the purposes of the above:

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

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

Where:

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage²⁶

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

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

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

"Performance Floor" = [[●]%/Zero]

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

²⁶ 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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

- "Adjusted Periodic Performance" means, in respect of a periodic valuation date (t), (i) for each of the $[\bullet]$ periodic valuation dates (t) having the highest or equal highest Relevant Periodic Performances, $[\bullet]$ and (ii) for each of the other Reference Items, the Relevant Periodic Performance for such periodic valuation date (t).
- "FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]
- "FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[\bullet], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]
- "Periodic Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the [level/price/rate/value] of such Reference Item on such periodic valuation date DIVIDED BY the [level/price/rate/value] of such Reference Item on the immediately preceding periodic valuation date, or if none, [[●], being] [the specified initial valuation date/the initial price], expressed as a percentage
- "Relevant Periodic Performance" means, in respect of a periodic valuation date (t), [the Periodic Performance of the Reference Item/the sum of the weighted Periodic Performances for each of the Reference Items] for such periodic valuation date (t)
- "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX
- "Replacement Cliquet Performance" means (i) the MAXIMUM of (a) the PP Floor and (b) the product of the Adjusted Periodic Performances for each of the periodic valuation dates (t) MINUS (ii) Strike

"PP Floor" = [●]%

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

"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, $[[\bullet]]$, 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" = $[[\bullet]\%[, [\bullet]\% \text{ and } [\bullet]\%]]$

["PP Cap" = [[●]%]

["PP Floor" = [[●]%]

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

[on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]

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

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

"RI Super Asian Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the Super Asian Level of such Reference Item on such periodic valuation date DIVIDED BY [[●], being] the [average/highest/lowest²7] [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 period²8], 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" = $[[\bullet]\%/Zero]$

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

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

Where:

²⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

²⁸ 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.

["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 percentage²⁹

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

"Barrier Level" = [●]

"Performance Floor" = [[●]%/Zero]

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

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²⁹ 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".

³⁰ 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 "**Knock-out Call Redemption Amount**" determined by reference to the following formula:

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

Where:

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

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

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

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

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

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

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

"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

	valuation period] DIVIDED BY [[●], bei price/level/price/rate/value] of such [averaging/valuation] date[s]/on any val	[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		
	"Relevant Principal Amount" ("RPA") multiplied by PFX	"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX		
	"Barrier Level" =	[●]		
32	"Performance Floor" =	[[●]%/Zero]		
	" PR " =	[[●]%/100%]		
	"Strike" =	[[●]%/100%]]		

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

CA x Fixed Performance x OFX

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

Where:

["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]

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³¹ 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".

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

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX "Barrier Level" [ullet]

[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:

"Fixed Performance"

"Reference Item Amount" means:

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

CA x Highest Fixed Performance x OFX

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

Where:

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

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

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

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

³³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

["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 [averaging/valuation] date[s]/on any valuation period date during the final valuation period], expressed as a percentage34 "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX 35 "Strike" [[•]%/100%] "Barrier" "Fixed Performance" [•]% [•]% [[**●**]% [[**•**]% [•]%]] [The Reference Item-Linked Redemption Amount shall be the "Knock-in Put

[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

³⁴ 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".

³⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

For the purposes of the above:

"Reference Item Amount" means:

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

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

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

Where:

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

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

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

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

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage³⁶

³⁶ 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

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

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

Where:

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

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

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

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

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

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

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 [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage³⁸ "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" [•]% 39 "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]] [The Reference Item-Linked Redemption Amount shall be the "Digital Put **Redemption Amount**" determined by reference to the following formula: RPA + Reference Item Amount For the purposes of the above:

38 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".

"Reference Item Amount" means:

³⁹ 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 Put Performance (observed continuously) during the specified observation period has been equal to or greater than [the/any] Barrier]

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

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

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

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

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage⁴⁰

⁴⁰ 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

	"Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]	
	"Relevant Principal Amount" ('multiplied by PFX	"RPA") means the CA multiplied by [●]%
41	"Strike"	= [[●]%/100%]
	"Barrier"	Fixed Performance"
	[●]%	[●]%
	[[●]%	[[●]%
	[•]%]	[•]%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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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".

⁴¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

"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	[●]	[●]	[•]
	[•]	[●]	[●]
	LJ	L J	. ,
[y]	[●]	[ullet]	[●]

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

- (ii) [otherwise, in the case of European Valuation, if Relevant Performance is greater than or equal to 100%, CA]
- (iii) [in the case of American Valuation, if Observed Performance has at any time been less than 100%, an amount determined by reference to the following formula

[CA - (CA x Max [Performance Floor, (PR x Put Performance)])] (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 x Max [Performance Floor, (PR x Put Performance)])] (vi) [otherwise, in the case of Bermudan Valuation, CA] Where: "Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁴²] [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 period⁴³], 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 [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage⁴⁴ "Put Performance" means Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]]

⁴² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁴³ 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.

⁴⁴ 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".

⁴⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

- (ii) [otherwise, in the case of European Valuation, if Relevant Performance is greater than or equal to the Barrier, CA]
- (iii) [in the case of American Valuation, if Observed Performance has at any time been less than the Barrier, an amount determined by reference to the following formula:

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

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

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

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

Where:

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁴6] [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 period⁴7], 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 percentage⁴⁸

"Put Performance" means Strike MINUS Relevant Performance

⁴⁷ 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.

⁴⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁴⁸ 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".

	"Relevant Performance" means [of the weighted Performances fo Performance of any Reference Item "Valuation" means [American/Be	r each of the Ro	eference Items/the [●] highest
49	"Barrier"	=	[●]%
49	"Performance Floor" "PR"	=	[[●]%/Zero] [[●]%/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 x Max [Performance Floor_{Put} (PR_{Put} x Put Performance)])]

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

[CA + (CA x Max [Performance Floorcall, (PRCall x Call Performance)] x OFX)]

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

[CA - (CA x Max [Performance Floor_{Put}, (PR_{Put} x Put Performance)]

- (v) [in the case of American Valuation, if Observed Performance has at all times been equal to or greater than the Put Barrier but less than the Call Barrier, CA]
- (vi) [in the case of American Valuation, if Observed Performance has at any time been equal to or greater than the Call Barrier, an amount determined by reference to the following formula:

[CA + (CA x Max [Performance Floorcall, (PRcall x Call Performance)] x OFX)]

⁴⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words"["Bermudan Observation Dates" = [●]]" are deleted.

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

[CA - (CA x Max [Performance Floor_{Put}, (PR_{Put} x Put Performance)]

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

[CA + (CA x Max [Performance Floor_{Call}, (PR_{Call} x Call Performance)] x OFX)]

Where:

"Call Performance" means Relevant Performance MINUS Call Strike

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

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁵⁰] [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 period⁵¹], 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 percentage⁵²

"Put Performance" means Put Strike MINUS Relevant Performance

⁵⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁵¹ 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.

⁵² 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".

	"Relevant Performance" means of the weighted Performances for Performance of any Reference Iter	r each of the l	
	"Valuation" means [American/Be	rmudan/Europe	an] Valuation
53	"Call Barrier"	=	[●]%
	"Call Strike"	=	[[●]%/100%]
	"Put Barrier"	=	[●]%
	"Put Strike"	=	[[●]%/100%]
	"Performance Floor _{Call} "	=	[[●]%/Zero]
	"Performance Floor _{Put} "	=	[[●]%/Zero]
	"PR _{Call} "	=	[●]%
	"PR _{Put} "	=	[●]%]
		Redemption An Valuation, if R	

[CA - (CA x Max [Performance Floor_{Put}, (PR_{Put} x Put Performance)])]

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

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

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

[CA - (CA x Max [Performance Floor_{Put}, (PR_{Put} x Put Performance)])

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

 $^{^{53}}$ 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:

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

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

[CA - (CA x Max [Performance Floor_{Put}, (PR_{Put} x Put Performance)])]

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

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

Where:

"Call Performance" means Relevant Performance MINUS Call Strike

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

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

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁵⁴] [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 period⁵⁵], 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

⁵⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁵⁵ 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.

"Put Performance" means Put Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sur of the weighted Performances for each of the Reference Items/the [●] higher Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation "Call Barrier" = [●]% "Call Strike" = [[●]%/100%] "Put Barrier" = [●]% "Put Strike" = [[●]%/100%] "Performance Cap" = [●]% "Performance Floor _{Call} " = [[●]%/Zero] "Performance Floor _{Put} " = [[●]%/Zero] "PR _{Call} " = [●]%/		valuation period] DIVIDED BY [[o price/level/price/rate/value] of [averaging/valuation] date[s]/on a valuation period], expressed as a period	such Referen	ce Item [on the initial
of the weighted Performances for each of the Reference Items/the [●] highe Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation "Call Barrier" = [●]% "Call Strike" = [[●]%/100%] "Put Barrier" = [●]% "Put Strike" = [[●]%/100%] "Performance Cap" = [●]% "Performance Floor _{Call} " = [[●]%/Zero] "Performance Floor _{Put} " = [[●]%/Zero]		"Put Performance" means Put Stril	ke MINUS Rele	evant Performance
"Call Barrier" = [●]% "Call Strike" = [[●]%/100%] "Put Barrier" = [●]% "Put Strike" = [[●]%/100%] "Performance Cap" = [●]% "Performance Floor _{Call} " = [[●]%/Zero] "Performance Floor _{Put} " = [[●]%/Zero]		of the weighted Performances for	each of the R	
"Call Strike" = [[●]%/100%] "Put Barrier" = [●]% "Put Strike" = [[●]%/100%] "Performance Cap" = [●]% "Performance Floor _{Call} " = [[●]%/Zero] "Performance Floor _{Put} " = [[●]%/Zero]		"Valuation" means [American/Berr	mudan/Europea	n] Valuation
"Put Barrier" = $[\bullet]\%$ "Put Strike" = $[[\bullet]\%/100\%]$ "Performance Cap" = $[\bullet]\%$ "Performance Floor _{Call} " = $[[\bullet]\%/Zero]$ "Performance Floor _{Put} " = $[[\bullet]\%/Zero]$	57	"Call Barrier"	=	[●]%
"Put Strike" = $[[\bullet]\%/100\%]$ "Performance Cap" = $[\bullet]\%$ "Performance Floor _{Call} " = $[[\bullet]\%/Zero]$ "Performance Floor _{Put} " = $[[\bullet]\%/Zero]$		"Call Strike"	=	[[●]%/100%]
"Performance Cap" = $[\bullet]\%$ "Performance Floor _{Call} " = $[[\bullet]\%/Zero]$ "Performance Floor _{Put} " = $[[\bullet]\%/Zero]$		"Put Barrier"	=	[●]%
"Performance Floor _{Call} " = $[[\bullet]\%/Zero]$ "Performance Floor _{Put} " = $[[\bullet]\%/Zero]$		"Put Strike"	=	[[●]%/100%]
"Performance Floor _{Put} " = [[●]%/Zero]		"Performance Cap"	=	[●]%
		"Performance Floor _{Call} "	=	[[●]%/Zero]
"PR _{Call} " = [●]%		"Performance Floor _{Put} "	=	[[●]%/Zero]
		"PR _{Call} "	=	[●]%
$"PR_{Put}" = [\bullet]\%]$		"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) ⁵⁸if [Relevant/Observed]⁵⁹ Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been]⁶⁰ less than the Put Barrier and [Relevant/Observed]⁶¹ Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been]⁶² less than the Call Barrier, an amount determined by reference to the following formula:

⁵⁶ 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".

⁵⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

⁵⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

⁵⁹ 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.

⁶⁰ 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.

⁶¹ 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.

⁶² 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.

[CA - (CA x Max [Performance Floor $_{Put}$, (PR $_{Put}$ x Put Performance)])]

- (ii) ⁶³if [Relevant/Observed]⁶⁴ Performance of the Put Element [is/has at any time been/has on any Bermudan Observation Date been]⁶⁵ equal to or greater than the Put Barrier and [Relevant/Observed]⁶⁶ Performance of the Call Element [is/has at any time been/has on any Bermudan Observation Date been]⁶⁷ less than the Call Barrier, CA]
- (iii) ⁶⁸if [Relevant/Observed]⁶⁹ Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been]⁷⁰ equal to or greater than the Call Barrier and [Relevant/Observed]⁷¹ Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been]⁷² equal to or greater than the Put Barrier, an amount determined by reference to the following formula:

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

(iv) otherwise 73 , an amount determined by reference to the following formula:

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

Where:

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

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

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation

⁶³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

⁶⁴ 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.

⁶⁵ 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.

⁶⁶ 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.

⁶⁷ 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.

⁶⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

⁶⁹ 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.

⁷⁰ 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.

⁷¹ 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.

⁷² 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.

⁷³ 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.

⁷⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (v) to (xii) are deleted.

Date] DIVIDED BY [[●], being] the [average/highest/lowest⁷⁵] [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 period⁷⁶], 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 percentage⁷⁷

"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

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⁷⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁷⁶ 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.

⁷⁷ 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".

valuation period date during the initial valuation period_j, expressed as a percentage .

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

Redemption Amount" determined by reference to the following formula:

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

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:⁷⁹

(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 x Relevant Performance + 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 x Relevant Performance + 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, as

⁷⁹ 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:"

applica	ıble]				
			TABLE		
_[In res	pect of Ger	neral Redemptio	n Component [●]:	80	
Perform Intervalum	nance I Number	Starting Performance Interval Point	Ending Performance Interval Point	Participation Rate	Digital Level
[●]		[●]	[●]	[•]	[•]
`					
	(1	repeat each line	for each Performa	nce Interval)]	
(Repea	t for each	General Redei	nption Compone	nt) ⁸¹	

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

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

For the purposes of the above:

Event" means, in respect "Barrier of a Reference Item, [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/lowest82] [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]83

"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]

⁸⁰ 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.

⁸¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(*Repeat for each General Redemption Component*)" are inserted. ⁸² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁸³ 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 Price" means, in respect of a Reference Item, the [level/price/rate/value] of such Reference Item on any valuation date during the valuation period]

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

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

[Valuation

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

[Redemption Valuation Provisions relating to the [Put/Call] Element:] [Redemption Valuation Provisions relating to General Redemption Component [●]:]⁸⁴

["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])

 $[\bullet]^{85}]$

["valuation period dates"

for the initial valuation period = Each [●] [, [●] and [●]] falling during
the initial valuation period (each such

the initial valuation period (each such date subject to [[modified] postponement / omission])]⁸⁶

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

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

[[modified] postponement

omission])]

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

[•] to ([and including/but excluding]) [[•]/the specified final valuation

date]87]

⁸⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the first two paragraphs under the heading "[Valuation" are inserted.

⁸⁵ 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.

⁸⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

⁸⁷ 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.

["valuation period dates"	
for the final valuation period =	Each [●] [, [●] and [●]] falling during the final valuation period (each such date subject to [[modified] postponement / omission])] ⁸⁸
["periodic valuation date[s]" =	[●], [●] and [●] (subject to [[modified] postponement / omission])]
["Bermudan observation dates" =	[●], [●] and [●] (subject to [[modified] postponement / omission])] ⁸⁹
["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]) ⁹⁰

[FX Principal Conversion: Ap	plicable	
["initial valuation date"	=	[●] (subject to postponement)]
["initial averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]
["final valuation date"	=	[●] (subject to postponement)]]
["final averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]]
[FX Option Conversion: Appl	icable	
["initial valuation date"	=	[●] (subject to postponement)]
["initial averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]
["final valuation date"	=	[●] (subject to postponement)]]

 ⁸⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.
 89 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.
 90 By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

	["final averaging dates"	=	[●],	[•]	and	[•]	(subject	to
			postp	oneme	ent)]]			

[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 prorata share of (RENA \times FP) – UC]/

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

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

[Maturity Credit Event Redemption and Reference-Item Linked Redemption Amount applicable: the Final Redemption Amount determined by the Calculation Agent as specified above except that references to "CA" in the definition of "Relevant Principal Amount" shall instead be references to the Credit Event Redemption Amount determined as an amount calculated by the Calculation Agent equal to each

Note's *pro rata* share of [Single Reference Entity/First-to-Default/Nth-to-Default CLNs: (RENA × FP) – UC] [Portfolio CLNs:

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

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

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

Where:

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

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

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

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

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

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

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

[C.20 Underlying

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

[In respect of [interest] [and] [redemption] [the [Call/Put] Element] [General Redemption Component $[\bullet]$] [and] [FX 91 [Principal/Option] Conversion] [the/each] Reference Item specified under the heading "Description of Reference Item[s]" in the Table below, being the type of Reference Item specified under the heading "Classification" in the Table below.

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

(specify for each Reference Item, for interest and/or redemption separately (if applicable), for each Put or Call Element relating to a payout, for each General Redemption Component⁹² 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 Market where Notes will be traded and for

[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

⁹¹ 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".

⁹² 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".

	which the Base	Stock Exchange] for the Notes to be admitted to trading on [[the Irish Stock
(Applicable	Prospectus has	Exchange plc] / [the Nasdaq Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the
for Annex	been published	Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX
XIII)		[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 be insolvent or otherwise be unable to make all payments due in respect of the N There is a wide range of factors which individually or together could result it Issuer becoming unable to make all payments due in respect of the Notes. not possible to identify all such factors or to determine which factors are likely to occur, as the Issuer may not be aware of all relevant factors and ce factors which it currently deems not to be material may become material result of the occurrence of events outside the Issuer's control. The Issue identified in the Base Prospectus a number of factors which could material adversely affect its business and ability to make payments due under the N 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
		[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	Reasons for offer and use of proceeds when	The net proceeds from each issue of Notes will be applied by the Issuer to meet part of its general financing requirements.

(Applicable for Annexes V and XII)	different from making profit 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.]