PROSPECTUS SUPPLEMENT NO. 2 DATED 11 NOVEMBER 2015 TO THE BASE PROSPECTUS DATED 23 JUNE 2015



EUR 5,000,000,000 STRUCTURED NOTE PROGRAMME

This Prospectus Supplement dated 11 November 2015 (the "**Prospectus Supplement**" or "**Prospectus Supplement No. 2**") to the Base Prospectus dated 23 June 2015 (as supplemented by the Prospectus Supplement No. 1 dated 30 July 2015 together with the Prospectus Supplement, the "**Base Prospectus**") constitutes a supplement for the purposes of Article 16 of Directive 2003/71/EC, as amended (the "**Prospectus Directive**") and is prepared in connection with the Structured Note Programme (the "**Programme**") established by Danske Bank A/S (the "**Issuer**"). Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement.

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

Application has been made to the Irish Stock Exchange for the approval of the Prospectus Supplement as Listing Particulars Supplement (**Listing Particulars Supplement**).

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

The Issuer accepts responsibility for the information contained in this Prospectus Supplement. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

INTERIM REPORT – FIRST NINE MONTHS 2015

On 29 October 2015 Danske Bank A/S published its consolidated unaudited interim financial statements as at and for the first nine month period ended 30 September 2015 (the "Interim report – first nine months 2015"). A copy of the Interim report – first nine months 2015 has been filed with the Central Bank of Ireland and, by virtue of this Prospectus Supplement, the Interim report – first nine months 2015 is incorporated in, and forms part of, the Base Prospectus, excluding the last sentence of the quote from the CEO on page 4 of the "Executive summary" on pages 4-5, the section "Ambitions and Targets" on page 6 and the section "Outlook for 2015" on page 6 thereof. Copies of the Base Prospectus are available for viewing at

http://www.ise.ie/debt_documents/Base%20Prospectus_792eb5d7-e292-4c71-85b5-

<u>95addf073889.PDF?v=2062015</u>. The Interim report – first nine months 2015 incorporated by reference herein can be viewed online at <u>http://www.danskebank.com/en-</u>

uk/ir/Documents/2015/Q3/InterimreportQ32015.pdf.

Cross Reference List

Danske Bank

Interim report – first nine months 2015

30 September 2015

Income Statement for the Group for the nine month period ended 30 September 2015	page 25
Statement of Comprehensive Income for the Group for the nine month period ended 30	
September 2015	page 26

Balance Sheet for the Group for the nine month period ended 30 September 2015	page 27
Statement of Capital for the Group for the nine month period ended 30 September 2015	pages 28-30
Cash Flow Statement for the Group for the nine month period ended 30 September 2015	page 31
Notes to the Financial Statements for the nine month period ended 30 September 2015	pages 32-56

The Interim report – first nine months 2015 is incorporated as set out above. The table above sets out the principal disclosure requirements which are satisfied by the information and is not exhaustive. Each page reference refers to the corresponding page in the Interim report – first nine months 2015.

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" of the "General Information" section on page D-17 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 or the trading position of the Issuer or of the Issuer and its subsidiaries taken as a whole since 30 September 2015, 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 2014, 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 10 of the Base Prospectus shall be deleted and replaced with the following text:

B.12	Selected historical key financia	l information	
	(DKK millions)	Twelve months ended 31 December	Twelve months ended 31 December 2013
	Danske Bank Group	2014^{1}	
	Income statement:		
	Total income	44,000	39,740
	Operating expenses	22,641	23,794

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¹ By virtue of the Prospectus Supplement No. 1 dated 30 July 2015, changes have been made to the financial figures for 2014 as presented in note 1 to the Interim report - first half 2015. Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

	Goodwill impairment charges	9,099	-
	Loan impairment charges	2,788	4,111
	Profit before tax, core	9,472	11,836
	Profit before tax, non-core	(1,503)	(1,777)
	Profit before tax	7,969	10,059
	Tax	4,020	2,944
	Net profit for the year	3,948	7,115
	Balance sheet:		
	Loan and advances	1,563,729	1,536,773
	Trading portfolio assets	742,512	695,722
	Assets in non-core	32,329	41,837
	Other assets	1,114,445	952,725
	Total assets	3,453,015	3,227,057
	Deposits	763,441	776,412
	Bonds issued by Realkredit Danmark	655,965	614,196
	Trading portfolio liabilities	550,629	435,183
	Liabilities in non-core	4,950	17,476
	Other liabilities	1,325,647	1,238,133
	Total liabilities	3,300,632	3,081,400
	Additional tier 1 etc.	5,675	-
	Shareholders' equity	146,708	145,657
	(DKK millions)	First nine months ended	First nine months ended
	Danske Bank Group	30 September 2015 ²	30 September 2014 ³
	Total income	33,012	32,733
	Operating expenses	15,953	16,551
	Goodwill impairment charges	- -	- -
1	Loan impairment charges	196	1,935
	1 8		
	Profit before tax, core	16,863	14,247
		16,863 33	14,247 (1,026)
	Profit before tax, core		

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² By virtue of the Prospectus Supplement No. 2 dated 11 November 2015, changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first nine month ended 30 September 2015. Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

³ By virtue of the Prospectus Supplement No. 2 dated 11 November 2015, changes have been made to the financial figures for 2014 as presented in note 1 to the Interim report - first nine months 2015. Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

Net profit for t	he period	13,088	10,198
Balance sheet:			
Loan and advar	ices	1,589,806	1,581,719
Trading portfol	io assets	559,631	751,138
Assets in Non-o	core	29,094	35,959
Other assets		1,169,520	1,068,478
Total assets		3,348,051	3,437,294
Deposits		823,608	761,076
Bonds issued by	y Realkredit Danmark	687,554	656,022
Trading portfol	io liabilities	445,553	532,982
Liabilities in No	on-core	9,225	6,366 1,322,881
Other liabilities		1,220,513	
Total liabilities	3	3,186,453	3,279,327
Additional tier	1 etc.	11,497	5,736
Shareholders'	equity	150,101	152,231
Statement of n material adver change			period in respect
Description of significant changes to financial or trading positio	significant changes to significant changes to significant changes in the financial of trading position of the Issuer or of the Issuer and its subsidiaries taken as a whole since the significant changes to a significant change in the financial or trading position of the Issuer or of the Issuer and its subsidiaries taken as a whole since the significant changes in the financial or trading position of the Issuer or of the Issuer and its subsidiaries taken as a whole since the significant change in the financial or trading position of the Issuer or of the Issuer and its subsidiaries taken as a whole since the significant changes in the financial or trading position of the Issuer and its subsidiaries taken as a whole since the significant changes in the financial or trading position of the Issuer and its subsidiaries taken as a whole since the significant changes in the financial position of the Issuer and its subsidiaries taken as a whole since the significant changes in the financial period in respect of the Issuer and its subsidiaries taken as a whole since the significant changes in		as a whole since od in respect of

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 13 November 2015, to

⁴ By virtue of the Prospectus Supplement No. 2 dated 11 November 2015, the words "30 June 2015" have been deleted and the words "30 September 2015" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first nine month period ended 30 September 2015.

withdraw their acceptances.

SECTION A - SUMMARY

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

Section A - Introduction and Warnings

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

Non-exempt Offers of the relevant Tranche of Notes in [specify each Relevant Member State in which the particular Tranche of Notes can be offered].

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM [AN/THE] AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY [SUCH/THE] AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN [SUCH/THE] AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE [RELEVANT] AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE [RELEVANT] AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.]

Section B - Issuer

Element	Title		
B.1	Legal and Commercial Name	Danske Bank A/S (the "Issuer").	
B.2	Domicile/ Legal Form/ Legislation/ Country of Incorporation	The Issuer was founded in Denmark and incorporated on 5 October 1871. The Issuer is a commercial bank with limited liability and carries on business under the Danish Financial Business Act. The Issuer is registered with the Danish Commerce and Companies Agency and the Danish corporate registration number is 61126228.	
B.4b	Known trends affecting the Issuer and the industries in which it operates	Not Applicable - There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for its current financial year.	
B.5	Description of the Group	The Issuer is the parent company of the Danske Bank Group (the "Group").	
		The Issuer is an international retail bank that operates in 15 countries with a focus on the Nordic region and with larger retail banking operations in Northern Ireland, Estonia, Latvia and Lithuania.	
B.9	Profit forecast or estimate	Not Applicable - No profit forecast or estimates have been made in the Base Prospectus.	
B.10	Qualifications to audit report	Not Applicable - No qualifications are contained in any audit report incorporated by reference in the Base Prospectus.	
B.12	Selected historical	key financial information	
	(DKK millions)	Twelve months ended 31 December 2014 ⁵ Twelve months ended 31 December 2013	

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⁵ By virtue of the Prospectus Supplement No. 1 dated 30 July 2015, changes have been made to the financial figures for 2014 as presented in note 1 to the Interim report - first half 2015. . Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

	Danske Bank Group		
	Income statement:		
	Total income	40,000	39,740
	Operating expenses	22,641	23,794
	Goodwill impairment charges	9,099	-
	Loan impairment charges	2,788	4,111
	Profit before tax, core	9,472	11,836
	Profit before tax, non-core	(1,503)	(1,777)
	Profit before tax	7,969	10,059
	Tax	4,020	2,944
	Net profit for the year	3,948	7,115
1	Balance sheet:		
	Loan and advances	1,563,729	1,536,773
	Trading portfolio assets	742,512	695,722
	Assets in non-core	32,329	41,837
	Other assets	1,114,445	952,725
	Total assets	3,453,015	3,227,057
	Deposits	763,441	776,412
	Bonds issued by Realkredit Danmark	655,965	614,196
	Trading portfolio liabilities	550,629	435,183
	Liabilities in non-core	4,950	17,476
	Other liabilities	1,325,647	1,238,133
	Total liabilities	3,300,632	3,081,400
	Additional tier 1 etc.	5,675	-
	Shareholders' equity	146,708	145,657
	(DVV III)		
	(DKK millions)	First nine months ended	First nine months ended
	Danske Bank Group	30 September 2015 ⁶	30 September 2014 ⁷
	Income statement:		
	Total income	33,012	32,733
	Operating expenses	15,953	16,551
	Goodwill impairment charges	-	-
	Loan impairment charges	196	1,935
	Profit before tax, core	16,863	14,247
	1 TOTAL DETOTE MAX, COIC		- · , - · ·
		33	(1,026)
	Profit before tax, non-core Profit before tax	33	
	Profit before tax, non-core		(1,026) 13,221 3,023

⁶ By virtue of the Prospectus Supplement No. 2 dated 11 November 2015, changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first nine month ended 30 September 2015. Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

⁷ By virtue of the Prospectus Supplement No. 2 dated 11 November 2015, changes have been made to the financial figures for 2014 as presented in note 1 to the Interim report - first nine months 2015. Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

	Balance sheet:		1,589,806		
		Loan and advances		1,581,719	
	Trading portfolio as	sets	559,631	751,138	
	Assets in Non-core		29,094	35,959	
	Other assets		1,169,520	1,068,478,	
	Total assets		3,348,051	3,437,294	
	Deposits		823,608	761,076	
	Bonds issued by Re		687,554	656,022	
	Trading portfolio lia		445,553	532,982	
	Liabilities in non-co	re	9,225	6,366	
	Other liabilities		1,220,513	1,322,881	
	Total liabilities		3,186,453	3,279,327	
	Additional tier 1 et Shareholders' equi		11,497 150,101	5,736 152,231	
	Shareholders equi	· ·	130,101	102,201	
	Statement of no material adverse change	since 31 December 2014,	al adverse change in the prosp the last day of the financial pe audited financial statements of	riod in respect of	
	Description of	There has been no signific	icant change in the financial or trading position		
	changes to of the Issuer or of the Iss September 2015 ⁸ , the las		ificant change in the financial or trading position suer and its subsidiaries taken as a whole since 30		
			suer and its subsidiaries taken as a whole since 30 ast day of the financial period in respect of which		
			tatements of the Issuer have be		
	traumg position	the most recent imaneral st	tatements of the Issuel Have be	en prepared.	
B.13	Recent events materially relevant to an evaluation of the Issuer's solvency				
B.14	Dependence on other entities within the Group	See Element B.5. Not Applicable – The Issuer is not dependent on other entities within the Group.		lependent on any	
B.15	Principal activities	The Group is the leading financial service provider in Denmark – and on of the largest in the Nordic region – measured by total assets as at 3 December 2014 (Source: Finansrådet (Danish Bankers' Association)). The Group offers its customers in Denmark and in its other markets broad range of services that, depending on the market, include services it banking, mortgage finance, insurance, trading, leasing, real estate agency and investment management. The Group has a leading market position in Denmark and is one of the larger banks in Northern Ireland and Finland. The Group also has significant operations in its other main markets of Sweden, Norway and the Baltics.		al assets as at 31 ss' Association)). other markets a acclude services in real estate agency market position in and and Finland.	
B.16	Controlling shareholders		ner is not aware of any sharehood directly or indirectly control		

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⁸ By virtue of the Prospectus Supplement No. 2 dated 11 November 2015, the words "30 June 2015" have been deleted and the words "30 September 2015" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated unaudited interim financial statements as at and for the first nine month period ended 30 September 2015.

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:		ody's"),	
		Moody	s	S&P	Fitch
		senior unsubordinated long-term debt/long- term Issuer default rating	.2	A	A
		senior unsubordinated short-term debt/short-term Issuer default rating	-1	A-1	F1
		Each of Moody's, S&P and Fitch is established in the (the "EU") and is registered under Regulation (EC) I amended).			
		A rating is not a recommendation to buy, sell or hold to be subject to suspension, reduction or withdrawal at assigning rating agency.			-
		No ratings have been or are expected to be assigned to request of or with the co-operation of the Issuer in the re-			

$Section \ C-Notes$

Element	Title	
C.1 (Applicab le for Annexes V, XII and XIII)	Description of Notes/ISIN	The Notes are [●]. The Series number is [●]. The Tranche number is [●]. [The Notes will be consolidated and form a single series with [identify earlier Tranches] on [the Issue Date/exchange of the temporary global Note for interests in the permanent global Note, which is expected to occur on or about [●]]] The International Securities Identification Number (ISIN) is [●]. The Common Code is [●]. [The [VP/VPS/Euroclear Finland/Euroclear Sweden] identification number is [●].] The calculation amount ("CA") is [●].
C.2 (Applicable for Annexes V, XII and XIII)	Currency	The Notes are denominated in [●] and the specified currency for payments in respect of the Notes is [●].

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

(Applicable for Annexes V, XII and	Rights attached to the Notes, including ranking and limitations on those rights

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

Ranking

The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future save for certain mandatory exceptions provided by law, including those required as a result of the BRRD being 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 (Applicab le for Annexes	Interest, Redemption and Representation:	[Fixed Rate Notes: The Notes bear interest [from their date of issue/from [●]/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]] at the fixed rate of [●] per cent. [per annum].]
V and XIII)	The nominal interest rate The date from which interest	[Variable Rate Notes: The Notes are [[Capped/Floored/Collared/Reverse] Floating Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range Accrual Notes] / [Binary Rate Notes] / [Inflation Adjusted Interest Notes] [specify combination of the above].
	becomes payable and the due dates for interest	[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]
	Where the rate is not fixed, description of the underlying on which it is based	The Notes bear interest [from their date of issue/from [●]/for the interest period[s] specified below] at a variable rate calculated by reference to [the Relevant Rate/Reference Price _t] specified below.]

[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) $[\bullet]$ 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 Reference Item i				d] performance] of
"Leverage"	=		0%/the percentage sterest period in th	e specified for the e Table below]
"Margin"	=		•	tage specified for n the Table below]
	I	[TABL	E	
Interest period ending on or about			[Leverage	[Margin
[•]			[●]%	[●]%
[●]			[•]%]	[●]%]
	(Specify	for each int	erest period)]]	

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

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

For the purposes of the above:

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

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

"Cap" = [[●]%/the percentage specified for the

relevant interest period in the Table below]

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

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

[TABLE

Interest [Cap [Leverage [Margin period ending on or about]]]

[•]		[●]%	[●]%	[•]%		
[•]		[●]%]	[●]%]	[●]%]		
	(Specify	for each inte	erest period)]]			
period/in respect ([and including/bi will be calculated Max For the purposes of "Reference Item"	of [the/each ut excluding by reference [Floor; (Le of the above: " means [in. R / EURIBO	a] interest per [a]) [•] to (([a]) to (([a])) e to the follow werage x Releasert description / NIBOR /	evant Rate) + Mar on of Inflation Ina STIBOR / CIBOF	the period from excluding])) [●]] rgin] dex] / [[●] month		
date for an interes	"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"	=		percentage speterest period in the			
"Leverage"	=		%/the percentage terest period in the	-		
"Margin"	=		/Zero/the percenta t interest period in	•		
		[TABLI	E			
Interest period ending on or about		[Floor	[Leverage	[Margin		
[●]		[●] %	[●]%	[●] %		
[●]		[●] %]	[●] %]	[●]%]		
	(Specify	for each inte	erest 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 / E year [currency] OMX				CIBOR / BE	BSW] / [[●]
"Relevant Rate" mea for an interest period, the Reference Item for	the [un	derlying rat	e] [[specify	period] perfo	
"Cap"	=		e percentag nterest period	ge specified d in the Table	
"Floor"	=			ge specified d in the Table	
"Leverage"	=			entage special in the Table	
"Margin"	=			percentage speriod in the T	
		[TABI	Æ		
Interest period ending on or about		[Cap	[Floor	[Leverag e	[Margin
[●]		[●] %	[●] %	[●] %	[●]%
[●]		[●]%]	[●]%]	[●]%]	[•]%]
	(Specify	for each in	terest period)]]	

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

Interest period ending on or about	[Сар	[Floor	[Specified Rate	[Leverag e
[●]	[●] %	[●] %	[●] %	[●] %
[•]	[●] %]	[●] %]	[●] %]	[●]%]
	(Specify for each	interest peri	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] / [[●] 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"	=		d for th		able/the nt interest	percentage period in the
"Floor"	=			•	itage spec	ified for the le below]
"Leverage"	=	[[●]%/100%/the percentage specified for the relevant interest period in the Table below]				
"Strike Rate"	=		age spe	cified fo		period, the rest period in
		[TAI	BLE			
Interest period ending on or about		[Strike Rate	[Cap		[Floor	[Leverage

[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]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] is determined by reference to the following formula:

(Specify for each interest period)]]

[**●**]%

[•]%]

[**●**]%

[•]%]

[•]%

[•]%]

[**●**]%

[•]%]

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

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]

[[●]%/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" = $[[\bullet]\%/\text{the percentage specified for such interest period in the table below}]$

[TABLE

Interest period ending on or about	[Snowball Amount _t	[Сар	[Floor	[Leverage
[●]	[●]%	[●]%	[●]%	[●]%
[●]	[●]%]	[●]%]	[●]%]	[●]%]

(Specify for each interest period)]]

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

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

For the purposes of the above:

"Floor"

"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 Iten	n " means [ins	ert de	scription of Ref	erence 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	=	spe][Zero][%]/the ccified for the roble below]	[percent elevant interest p	age/amount] period in the
"Specified Rate	= 1" =			specified for the Table below]	he relevant
"Specified Rate	Rate 2" = [[●]%/Zero/the rate specified for the relevant interest period in the Table below]				the relevant
"Upper Barrier	rier" = [[●][%]/the [percentage/amount] specified for the relevant interest period in the Table below]				
	1	I	TABLE	Ī	ı
Interest period ending on or about	[Lower Bar	rier	[Upper Barrier	[Specified Rate 1	[Specified Rate 2
[●]	[•][%]		[•][%]	[●]%	[●]%
[●]	[•][%]]		[•][%]]	[•]%]	[•]%]
	(Specif	y for e	ach interest per	riod)]]	
[Binary Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is one of two binary rates depending on whether the Reference Price _t of the Reference Item is equal to or greater than the Lower Barrier and equal to or less than the					

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

(a) if Reference Price_t is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, Specified Rate 1; or

(b) otherwise, Specified Rate 2.

For the purposes of the above:

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

"Reference Price_t" means, in respect of the relevant interest determination date

	'Lower Barrier"		[[●][Zero] specified for Table below	or the relevant	[percentage interest peri	
،	Specified Rate 1			rate specifie		relevai
٠	Specified Rate 2			rate specifie iod in the Tabl		releva
د	'Upper Barrier"			e [percentage/a t interest perio		
			[TABLI	E		
	Interest	[Interest Determinate	[Spec ti ed Ra		[Lower Barrier	[Up] er Barı
t	period ending on or about	on Date	1	2		er
	ending on or			[●]%	[•][%]	
	ending on or about	on Date	1	[●]%	[•][%]	er [●][

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

Specified Rate x Reference Price_t

For the purposes of the above:

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

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

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

[TABLE

t Interest period [Interest [Specified Rate ending on or about Determination Date

1 [•]	[●]		[●]%		
[•]	[•]]	[●]%]		
	(Specify)	for each interest peri	od)]]		
determined by refer Interest Amount in a will be determined as	rence to the respect of a stronger follows:	ne performance of the an Interest Period and	in respect of interest will be the Reference Item[s], the ad each calculation amount		
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	he above:				
"Autocall Interest Amount" means an amount determined by reference to the following formula:					
[CA	A [x <i>t</i>] x Sp	ecified Rate][– Paid	Interest]		
[CA x Max [Spec		Relevant Autocall I Autocall Strike]]	nterest Performance -		
[where "t" is the num	nerical valu	e of the relevant inte	rest determination date]		
"Autocall Interest Performance" means, in respect of [the/a] Reference Item and a specified interest determination date (t), the [level/price/rate/value] of such Reference Item on such specified interest determination date (t) DIVIDED BY the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], expressed as a percentage.					
"Paid Interest" me previously paid prior			Interest Amounts (if any)		
Performance of the	Reference ch of the R	Item/the sum of the eference Items/the [9]	ans [the Autocall Interest weighted Autocall Interest] highest Autocall Interest		
"Specified Rate"	=	_	rcentage specified for the ermination date below]		
["Autocall Strike"	=	-	centage specified for the ermination date below]		
"Interest Barrier"	=	_	centage specified for the ermination date below]		
"interest determina	tion dates'	$$ = [[\bullet], [\bullet] below] (subject to	and [●] / As specified postponement])]		

		[TABL	Æ		
t	interest determinatio n dates	[Specified]	Rate [Autocall Strike	[Interest Barrier	
1	[•]	[●]	[●] %	[•]	
	[●]	[●]]	[●] %]	[•]]]	
	(Specif	y for each Int	terest Period)]]		
[Valuation					
"initial valua	ation date"	= [•	(subject to postpo	nement)]	
["initial aver	raging dates"	[]		(subject to	
"initial valua	ation period"	[• [• po	om ([but excluding] to ([and including] (each valuation of eriod subject to ostponement / omiss	g/but excluding]) date during such to [[modified]	
["interest de	termination dat	_	●], [●] and [●] oostponement)]]	old [] (subject to	
	Rate" is the swap rates, deter		ned by reference t	o the difference	
Swap Rate 1	– Swap Rate 2				
For the purpo	oses of the above	:			
"Swap Rate	1 " is [●] year [<i>in</i>	nsert relevan	t Reference Rate]		
"Swap Rate 2" is [●] year [insert relevant Reference Rate]]					
arrear] on [•		ach year[, su	semi-annually/quartebject to adjustment nade on [●].]		
annual/quarte	erly/monthly] int nterest period w	erest period	e] in respect of ear but the interest amo te and will only be	ount in respect of	
each interest	period shall be	multiplied by	and the Interest Amo y the [●] exchange te] on the specifi	rate [determined	

business day] prior to the credit being] [the [average] [initial pric reference to the relevant cross	determination date in respect of such interest period [or, if applicable, the [fifth business day] prior to the credit event redemption date] DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]]], expressed as a percentage]				
["initial valuation date" =	[●] (subject to postponement)]				
["initial averaging dates" =	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]				
["interest FX = determination date"	In respect of an interest period and the related Interest [Period/Payment] Date, [the [•] Currency Business Day prior to such Interest [Period/Payment] Date/the date specified for such Interest [Period/Payment] Date in the table below (subject to postponement):				
Interest [Period/Payment] Date	Interest FX Determination Dates				
[●]	[●]				
[●]	[●]				
[•]	[●]				
(Specify for	r each Interest Period)]				
1					
[The Notes do not bear any interwill be offered and sold at a disco	est.] [The Notes are Zero Coupon Notes and unt to their principal amount.]				

Maturity Date
and
arrangements
for the
amortisation of
the loan,
including the
repayment
procedure

[Optional redemption

[The Issuer may elect to redeem the Notes prior to their stated maturity ([either] in whole [or in part]). The optional redemption amount payable in such circumstances is $[\bullet]$ 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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], expressed as a percentage

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

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

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

 [t
 autocall valuation date
 Autocall Barrier

 1
 $[\bullet]$

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

[Valuation

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

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

postponement / omission])]	
["initial valuation period"	= from ([but excluding/and including]) [●] to ([and including/but excluding]) [●] (each valuation date during such period subject to [[modified] postponement / omission])]
["autocall valuation dates"	= $[\bullet]$, $[\bullet]$ 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 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 $[\bullet]$.

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.

		See also Element C.8 above.
	T	T
[C.10	Derivative component of	[Not Applicable – there is no derivative component in the interest payments.]
(Applicab le for Annex V)	the interest payment	[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,

[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

depending on whether Reference Price_t falls within the specified parameters on

the relevant interest determination date.]

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

XII)	OMX Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX
	[Sweden/Finland])]] / [the Luxembourg Stock Exchange]].] / [Not Applicable.
	The Notes are not admitted to trading on any exchange.]]

[C.15 (Applicab le for Annex XII)

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

[[The Notes [fixed/variable] rate Notes [which are 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 t C.18 below	is	the	[final
(Applicab	reference date			_					
le for									
Annex									
XII)									

[C.17	Settlement		The Notes are cash settled Notes.]
(Applicab	procedure	of	

le for	derivative	
Annex XII)	securities	
	I	
	Return on derivative securities	The interest amounts (if any) and the redemption amount due at maturity are determined as follows:
		Interest
		[Fixed Rate Notes: [Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]] at the fixed rate of [●] per cent. [per annum].]
		[Variable Rate Notes: The Notes are [[Capped/Floored/Collared/Reverse] Floating Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range Accrual Notes] / [Binary Rate Notes] / [Inflation-Linked Interest Notes] [specify combination of the above].
		[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]
		[Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/for the interest period[s] specified below] at a variable rate calculated by reference to [the Relevant Rate/Reference Price _t] specified below.]
		[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:
		(Leverage x Relevant Rate) + Margin
		For the purposes of the above:
		"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].
		"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.
		"Leverage" = [[•]%/100%/the percentage specified for the relevant interest period in the Table below]

"Margin"	=	[[+/-][●]%/Zero/the perce the relevant interest period [TABLE	
Interest period ending on or about		[Leverage	[Margin
[•]		[●]%	[●]%
[•]		[●] %]	[•]%]
	(Specify)	for each interest period)]]	

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

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

For the purposes of the above:

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

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

"Cap"	=	[[●]%/the perceinterest period in	~ .	for the relevant w]			
"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:

"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"	=	[[$ullet$]%/100%/the percentage specified for the relevant interest period in the Table below]
"Margin"	=	[[+/-][●]%/Zero/the percentage specified for the relevant interest period in the Table below]
		[TABLE

Interest period ending on or about	[Floor	[Leverage	[Margin
[●]	[●] %	[●] %	[●] %
[●]	[●] %]	[●] %]	[●] %]
(,	Specify for each into	erest period)]]	

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

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

For the purposes of the above:

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

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

the R	the Reference Item for such interest determination date.		
"Сар	" =	[[●]%/the percentage specified for the relevant interest period in the Table below]	
"Floo	pr " =	[[●]%/the percentage specified for the relevant interest period in the Table below]	
"Lev	erage" =	[[●]%/100%/the percentage specified for the relevant interest period in the Table below]	
"Ma	gin" =	[[+/-][●]%/Zero/the percentage specified for the relevant interest period in the Table below]	

	[TABLE			
Interest period ending on or about	[Сар	[Floor	[Leverag e	[Margin
[●]	[●] %	[●] %	[●] %	[●] %
[•]	[●] %]	[●] %]	[●]%]	[●] %]
	(Specify for each	interest perio	od)]]	
[Reverse Floating Raperiod/in respect of [([and including/but exdetermined by reference Max [Floor; Min [For the purposes of the "Reference Item" me [currency] LIBOR / E	the/each] interest cluding]) [•] to ce to the following Cap; Specified Rate above:	t period falling (([and including formula: ate - (Levernation of Infinity)	ng during the ng/but excluding age x Relevar	period from ing])) [●]] is nt Rate)]]
year [currency] OMX "Relevant Rate" mea for an interest period, the Reference Item for	ans, in respect of the [underlying	the relevant rate] [[specif	y period] peri	
"Cap"	= [[●]%, specifi Table l	ed for the rel	olicable/the evant interest	percentage period in the
"Floor"			centage speci od in the Tabl	
"Leverage"	"Leverage" = [[●]%/100%/the percentage specified for the relevant interest period in the Table below]			
"Specified Rate"	"Specified Rate" = [[●]%/the percentage specified for the relevant interest period in the Table below]			
	[TABLE			
Interest period ending on or about	[Сар	[Floor	[Specifie d Rate	[Leverag e
[•]	[●] %	[●] %	[●] %	[●] %
[•]	[●]%]	[●] %]	[●]%]	[•]%]

	(Specif	y for each i	interest perio	pd)]]	
	\ 1 J.	J	1	/11	
[Steepener Notes: 7 of [the/each] interest excluding]) [•] to reference to the following the state of the sta	est period f o (([and in	alling duri cluding/bu	ng the period	d from ([and	including/but
Max [Floor; N	Max [Floor; Min [Cap; Leverage x (Relevant Rate - Strike Rate)]]				
For the purposes of	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].				
for an interest peri	"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"	=	[[●]%/I specifie Table b	d for the rele	olicable/the evant interest	percentage period in the
"Floor"	=		_	centage spec od in the Tab	
"Leverage"	"Leverage" = [[●]%/100%/the percentage specified for the relevant interest period in the Table below]				
"Strike Rate"	"Strike Rate" = [[●]%/in respect of an interest period, the percentage specified for such interest period in the Table below]				
	[TABLE				
Interest period ending on or about		[Strike Rate	[Cap	[Floor	[Leverag e
[•]		[●] %	[●] %	[●] %	[●] %
[•]		[●]%]	[●]%]	[●] %]	[●]%]
	(Specif	y for each	interest perio	pd)]]	
[Snowball Notes: T					

[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]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] 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	[Snowbal l Amount _t	[Cap	[Floor	[Leverag e		
[•]	[●] %	[●] %	[●] %	[●] %		
[•]	[●] %]	[●] %]	[●] %]	[●] %]		
	(Specify for each i	nterest 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]) [●] to (([and including/but excluding])) [●]] is determined by reference to the relevant specified rate[s] and the number of interest observation dates in such interest period for which the relevant Reference Price_t is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier ("n"), determined as follows:

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

For the purposes of the above:

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

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

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

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

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

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

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

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

[TABLE

Interest period ending or about	[Lower Barrier on	[Upper Barrier	[Specified Rate 1	[Specified Rate 2	
[•]	[●][%]	[●][%]	[●] %	[●] %	
[●]	[•][%]]	[•][%]]	[●]%]	[●] %]	
	(Spec	ify for each inter	est period)]]		
respect of including/b of two bins Item is equ Upper Barr (a) if equ (b) oth For the pur "Reference [currency] year [currency] interest per equivalent content of the per equivalent currency interest per equivalent currency in the per equ	[Binary Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is one of two binary rates depending on whether the Reference Price _t of the Reference Item is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, determined as follows: (a) if Reference Price _t is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, Specified Rate 1; or				
"Lower Ba			e [percentage/a	mount] specified the Table below]	
"Specified	Rate 1 " =		pecified for the	e relevant interest	
"Specified		[[●]%/the rate speriod in the Table	•	e relevant interest	
"Upper Ba		[[●][%]/the [percrelevant interest p	•	specified for the below]	
		[TABLE			
t Interesperior endin or abo	d Determ g on n Date			[Lower [Uppe Barrier r Barrie r	
1 [•]	[•]	[●]%	[●] %	[•][%] [•][%	

[•]	[●]]	[●]%]	[•]%]	[•][%]]	[•][%]]
	(Specify f	for each interes	st 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	d Rate x Refere	ence Price _t		
For the purpos	es of the above:				
"Reference Ite	e m " means [inser	rt description o	f inflation i	ndex].	
"Reference Price _t " means, in respect of the relevant interest determination date (t), the [specify period] performance of the Reference Item for such interest determination date.					
"Specified Rate" = $[[\bullet]\%/\text{the percentage specified for the relevant interest period in the Table below].}$					
		[TABLE			
t Interest ending on		erest ermination Da		pecified Rate	e
1 [•]	[●]		[•]%	
[•]	[●]]]	[•]%]	
	(Specify)	for each interes	st period)]]		
[Autocall Interest Notes: As amounts in respect of interest will be determined by reference to the performance of the Reference Item[s], the Interest Amount in respect of an Interest Period and each calculation amount will be determined as follows: If on a specified coupon valuation date, the Relevant Autocall Interest Performance is equal to or greater than the Interest Barrier, the Interest Amount per calculation amount shall be an amount equal to the Autocall Interest Amount. Otherwise the Interest Amount shall be zero.					
For the purpose	es of the above:				
For the purposes of the above: "Autocall Interest Amount" means an amount determined by reference to the following formula:					
following form	ıula:				

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

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

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

"Paid Interest" means the sum of the Autocall Interest Amounts (if any) previously paid prior to such Interest Payment Date.

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

[[•]%] / The percentage specified for

the relevant interest determination date below]

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

"Interest Barrier" = [[•]% / The percentage specified for

the relevant interest determination date below]

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

[TABLE

t	interest determinatio n dates	[Specified Rate	[Autocall Strike	[Interest Barrier		
1	[•]	[•]	[●]%	[•]		
•••	[•]	[•]]	[•]%]	[•]]		
		(Specify for each Interest Period)]				

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

Swap Rate 1 – Swap Rate 2

"Specified Rate"

For the purposes of the above:

"Swap Rate 1" is $[\bullet]$ year [insert relevant Reference Rate].

"Swap Rate 2" is [●] year [insert rele	vant Reference Rate].]			
[Subject as provided in Element C.15, interest/Interest][, if any,] will be paid [annually/ semi-annually/quarterly/monthly] [in arrear] on [●] [and [●]] in each year[, subject to adjustment for non-business days]. The first interest payment will be made on [●].]				
annual/quarterly/monthly] interest per	ccrue] in respect of each [annual/semi- iod but the interest amount in respect of ate and will only be payable on [[•]/ the			
each interest period shall be multiplied reference to the relevant cross-rate] of date in respect of such interest period prior to the credit event redemption [average] [initial price/rate] of such ex-	ble and the Interest Amount in respect of by the [●] exchange rate [determined by a the specified interest FX determination [or, if applicable, the [fifth business day] date] DIVIDED BY [[●], being] [the schange rate [determined by reference to averaging/valuation] date[s]]], expressed			
["initial valuation date" =	[●] (subject to postponement)]			
["initial averaging dates" =	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]			
["interest FX determination = date"	In respect of an interest period and the related Interest [Period /Payment] Date, [the [●] Currency Business Day prior to such Interest [Period/Payment] Date/the date specified for such Interest [Period/Payment] Date in the table below (subject to postponement):			
Interest [Period/Payment] Date	Interest FX Determination Dates			
[•]	[•]			
[●]	[●]			
[●]	[●]			
(Specify for each Interest Period)]				
[The Notes do not bear any interest.] will be offered and sold at a discount to	[The Notes are Zero Coupon Notes and o their principal amount.]			
[Optional redemption				
[The Issuer may elect to redeem the	ne Notes prior to their stated maturity 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] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]], expressed as a percentage

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

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

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

[TABLE

t	autocall valuation date	[Autocall Barrier
1	[•]	[●]%
•••	[•]	[•]%]
(Sp.	ecify for each Interest Period\]	

Redemption at maturity

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

The maturity date is $[\bullet]$.

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

["FX Principal Conversion": Applicable and the Final Redemption Amount shall be multiplied by the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] [or, if applicable, the [fifth business day] prior to the credit event redemption date]

DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]]], expressed as a percentage]

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

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

postponement)]

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

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

postponement)]

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

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

 $RPA\ x\ Max\ [Performance\ Floor; (PR\ x\ Reference\ Price_f)]\ x\ OFX$

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]

"**Reference Price**_f" means the [*specify period*] performance of the Reference Item for the final valuation date.

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

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

"FX Principal Conversion": [Applicable and "PFX" shall be the $[\bullet]$ 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period], expressed as a percentage

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

"Performance Floor" = [[●]%/Zero]

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

"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:

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

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

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

"Performance Floor" = [[●]%/Zero]

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

"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:

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

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

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

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

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

Performance

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

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

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

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

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

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

"Performance Cap" = [●]%

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

"**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

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

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

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

"**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

"Call Performance" means, in respect of a Reference Item, the Performance of such Reference Item MINUS Strike "FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX
[averaging/valuation] date[s] DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage] / [Not Applicable, OFX = 1]
"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]
"Performance" means, in respect of a Reference Item and the specified final [averaging/valuation] date[s], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage
"Rainbow Call Performance" means the sum of the weighted Call Performances for each of the Reference Items
For the purposes of such determination, the weighting of each Reference Item shall be determined as follows: the Call Performance of each Reference Item shall ranked in order of the highest such Call Performance to the lowest such Call Performance and the weighting assigned to each Reference Item shall depend on the order in which it is so ranked, as follows:
Ranking Weighting
Best performing [●]%
[●]%
Worst performing [●]%
"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX
"Performance Floor" = [[●]%/Zero]
"PR" = $[[\bullet]\%/100\%]$
"Strike" = [[●]%/100%]]
[The Reference Item-Linked Redemption Amount shall be the "Quadratic
Call Redemption Amount" determined by reference to the following formula:
RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

"FX Principal Conversion": [Applicable and "**PFX**" shall be the $[\bullet]$ 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], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period] DIVIDED BY the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s], expressed as a percentage

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

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

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

"FX Option Conversion": [Applicable and "OFX" shall be the $[\bullet]$ 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], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period] DIVIDED BY the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s], expressed as a percentage

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

"Performance Floor" = [[●]%/Zero]

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

"FX Principal Conversion": [Applicable and "PFX" shall be the $[\bullet]$ 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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/during the initial valuation period], expressed as a percentage

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

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

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

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

"Adjusted Periodic Performance" means, in respect of a periodic valuation

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

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

"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[\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" = $[[\bullet]\%/Zero]$

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

following formula:

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

Where:

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

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

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

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

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

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

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

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

["Lock-in Level" = $[[\bullet]\%[, [\bullet]\% \text{ and } [\bullet]\%]]$

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

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

periodic valuation date and (ii) the highest [level/price/rate/value] of such Reference Item on any periodic valuation date preceding such periodic valuation date

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

"Performance Floor" = [[●]%/Zero]

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

"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:

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

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

"FX Option Conversion": [Applicable and "**OFX**" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[\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], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED

BY [[•], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage

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

"Barrier Level" = [•]

"Performance Floor" = [[•]%/Zero]

"PR" = [[•]%/100%]

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

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

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:

"Strike"

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

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

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

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

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

"Barrier Level" = [●]

"Performance Floor" = [[●]%/Zero]

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

CA x Fixed Performance x OFX

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

Where:

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

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

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

	"Barrier Level"	=	[•]
	"Fixed Performance"	=	[•]%]

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

CA x Highest Fixed Performance x OFX

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

Where:

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

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

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

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

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

	multiplied by PFX		
	"Strike" =	[[●]%/100%]	
	"Barrier"	"Fixed Performance"	
	[●]%	[●]%	
	[[●]%	[[●]%	
	[•]%]	[●]%]]	

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

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

Where:

"Barrier Event" means Put Performance is equal to or less than the Barrier

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

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

[•] highest Performance	[•] highest Performance of any Reference Item]				
"Relevant Principal A multiplied by PFX	"Relevant Principal Amount" ("RPA") means the CA multiplied by $[ullet]$ multiplied by PFX				
"Barrier"	=	[●]%			
"Performance Floor"	=	[[●]%/Zero]			
"PR"	=	[[●]%/100%]			
"Strike"	=	[[•]%/100%]]			

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

Where:

"Barrier Event" means Put Performance is equal to or less than the Barrier

"FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]19 / [Not Applicable, OFX = 1]

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

"Put Performance" means Strike MINUS [the Performance of the Reference

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

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

"Barrier" = [●]%

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

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

CA x Highest Fixed Performance x OFX

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

Where:

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s], the [average] [level/price/rate/value] of

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

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

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

"Strike"	=	[[•]	[%/100%]

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

"Relevant TOM Performance" means, in respect of a TOM Period (t), [the RI

TOM Performance of the Reference Item/the sum of the weighted RI TOM Performances for each of the Reference Items] for such TOM Period (*t*)

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

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

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

TABLE

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

(Specify for each TOM Period)

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

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

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

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

(i) if Relevant Performance is less than 100%, an amount determined by reference to the following formula

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

(ii) otherwise, if Relevant Performance is greater than or equal to 100%, CA

Where:

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

such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage "Put Performance" means Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item] "Performance Floor" = [[●]%/Zero] "PR" [[•]%/100%] "Strike" $[[\bullet]\%/100\%]]$ [The Reference Item-Linked Redemption Amount shall be the "Non-Protected Knock-in Put Redemption Amount (Reverse Convertible)", determined as follows: (i) if Relevant Performance is less than the Barrier, an amount determined by reference to the following formula: [CA - (CA x Max [Performance Floor, (PR x Put Performance)])] (ii) otherwise, if Relevant Performance is greater than or equal to the Barrier, CA Where: "Performance" means, in respect of [the/a] Reference Item and the specified final [averaging/valuation] date[s], the [average] [level/price/rate/value] of such Reference Item on such specified final [averaging/valuation] date[s] DIVIDED BY [[●], being] the [average] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]], expressed as a percentage "Put Performance" means Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Barrier" [•]% "Performance Floor" = [[●]%/Zero] "PR" [[●]%/100%] "Strike" [[•]%/100%]]

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

(i) if Relevant Performance is less than the Put Barrier, an amount

determined by reference to the following formula:

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

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

[CA + (CA 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]

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

"Put Performance" means Put Strike MINUS Relevant Performance

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

"Call Barrier" = [●]%

"Call Strike" = [[●]%/100%]

"Put Barrier" = [●]%

"**Put Strike**" = [[●]%/100%]

"Performance Floor_{Call}" = $[[\bullet]\%/Zero]$

"Performance Floor_{Put}" = $[[\bullet]\%/Zero]$

 $"PR_{Call}" = [\bullet]\%$

 $"PR_{Put}" = [\bullet]\%]$

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

follows:

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

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

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

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

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]

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

"Put Performance" means Put Strike MINUS Relevant Performance

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

"Call Barrier" = [●]%

"Call Strike" = [[●]%/100%]

"Put Barrier" = [●]%

"**Put Strike**" = [[●]%/100%]

"Performance Cap" = [●]%

"Performance Floor_{Call}" = $[[\bullet]\%/Zero]$

	"Performance Floor _{Put} "	=	[[●]%/Zero]
	"PR _{Call} "	=	[●]%
	"PR _{Put} "	=	[●]%]

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

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

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

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

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

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

 $\begin{array}{l} [\text{CA - (CA x Max [Performance Floor}_{\text{Put,}} (\text{PR}_{\text{Put}} \, \text{x Put Performance)}]) \, + \\ (\text{CA x Max [Performance Floor}_{\text{Call,}} (\text{PR}_{\text{Call}} \, \text{x Call Performance)}] \, \text{x OFX)}] \end{array}$

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]

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

initial [averaging/valuation] date[s]], expressed as a percentage

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

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

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

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

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

For the purposes of the above:

"Barrier Event" means, in respect of a Reference Item, the [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] [initial price/level/price/rate/value] of such Reference Item on the initial [averaging/valuation] date[s]

"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]

["Observation Price" means, in respect of a Reference Item, the

[level/price/rate/value] of such Reference Item (observed continuously) during the observation period]

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

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

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

[Valuation	
["initial valuation date"	= [●] (subject to postponement)]
["initial averaging dates	$[\bullet]$ and $[\bullet]$ (subject [[modified] postponement omission])]
["initial valuation period	d" = from ([but excluding/and including [●] to ([and including/but excluding [●] (each valuation date during supperiod subject to [[modified postponement / omission])]
["final valuation date"	= [●] (subject to postponement)]
["final averaging dates"	=
["final valuation period	from ([but excluding/and including [•] to ([and including/but excluding [[•]/the specified final valuation date (each valuation date during superiod subject to [[modified postponement/omission])]
["periodic valuation dat	$e[s]$ " = $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject [[modified] postponement omission])]
["observation period"	= from ([but excluding/and including [●] to ([and including/but excluding [[●]/the specified final valuation [[e]] the specified final valuation [[e]] the specified final valuation [[e]] the specified final valuation
["valuation period"	= from ([but excluding/and including [●] to ([and including/but excluding [●]]

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

[Inflation-Linked Notes: Adjustments

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

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

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

[Redemption following the occurrence of a Credit Event

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

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

"Credit Event Redemption Amount" means:

[[specify]]/

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

[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:

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

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

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

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

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

Where:

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

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

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

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

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

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

["TUC" means each Note's pro rata portion of the 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.]
(Applicab	reference price	
le for	-	
Annex		
XII)		

$\Lambda II)$					
	T	T			
[C.20 (Applicab le for Annex XII)	Underlying	[The Reference [Entity is/Eincluding, where relevant, the In respect of [interest] Conversion] [the/each] Full "Description of Reference Reference Item specified below.	ne Reference Entity I [and] [redemption] Reference Item sp Item[s]" in the Ta	Notional Amount [and FX [Proceedified under lible below, being]	incipal/Option] the heading ng the type of
		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)	Rate]	[●] [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 element relating to a payout and for FX Interest Conversion, FX Principal Conversion and/or FX Option Conversion (if applicable))]

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

[C.21 Market where Notes will be traded and for which the Base Prospectus has been published

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

Section D- Risks

Element	Title	
D.2	Title Key risks specific to the Issuer	In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in the Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Notes. [These factors include: • the Group is exposed to a number of risks, the categories of which are credit risk, counterparty credit risk, market risk, liquidity risk, operational risk, insurance risk, and pension risk; • regulatory changes could materially affect the Issuer's business; • the Issuer will face increased capital and liquidity requirements as a result of the framework implementing, among other things, the Basel Committee on Banking Supervision's proposals imposing stricter capital
		and liquidity requirements upon banks in the EU;

•	the implementation of a bank recovery and resolution directive or the taking any action under it could materially affect the value of any Notes;
	the Group may have to pay additional amounts under denocit querentee

- 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] **Key information** on key risks (D.3 specific to the applicable **Notes** for Annexes V and XIII) (D.6)applicable for Annex XII)

The Issuer believes that the factors summarised below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay amounts on or in connection with any Notes for other reasons which may not be considered significant risks by the Issuer based on information currently available to it and which it may not currently be able to anticipate.

[Notes may involve a high degree of risk. There are certain factors which are material for the purpose of assessing the market risks associated with investing in the Notes, which include, without limitation, the following: an active secondary market in respect of the Notes may never be established or may illiquid and this would adversely affect the value at which an investor could sell its Notes, if an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding and the imposition of exchange controls could result in an investor not receiving payment on those Notes, the market value of the Notes will be affected by a number of factors independent of the creditworthiness of the Issuer, credit ratings assigned to the Issuer may not reflect all the risks associated with an investment in the Notes, the Notes may not be a suitable investment for all investors, [because the global Notes are held by or on behalf of Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer/because the VP Systems Notes are dematerialised securities, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer,] [investors who purchase Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued,] the recognition as eligible collateral for the Eurosystem and intra-day credit operations by the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem eligibility criteria at the relevant time, [there is no taxation gross-up in respect of the Notes, taxes and expenses may be payable by holders in connection with the Notes, there may be withholding under the EU Savings Directive, U.S. Foreign Account Tax Compliance Act withholding may affect payments on the Notes, the Hiring Incentives to Restore Employment Act withholding may affect payments on the Notes, the proposed financial transactions tax may apply in respect of certain dealings in Notes, the Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors, the value of the Notes could be adversely affected by a change in applicable laws or administrative practice, the Issuer has issued covered bonds and if any relevant claims in respect of these covered bonds are not met out of the pool of assets or the proceeds arising from it, any remaining claims will subsequently rank pari passu with the Issuer's obligations under the Notes. In addition, there are certain factors which are material for the purpose of assessing the risks relating to the structure of the Notes, which include, without limitation, the following: [as the Issuer has the right to redeem the Notes at its option, this may limit the market value of the Notes and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return] [and] [if the Issuer's obligations under the Notes become illegal, the Issuer may redeem the Notes] [and] [the value of Fixed Rate Notes may be affected by movements in market interest rates] [and] [investors in Capped Floating Rate Notes will not benefit from increases in reference rates which would apply to Variable Rate Notes with no cap] [and] [Variable Rate Notes may be volatile investments] [and] [where a Rate of Interest is determined in conjunction with a multiplier or other leverage factor, the effect of changes will be enhanced [and] [interest is accumulated during the term of the Notes and is only paid on or about the Maturity Date] [and] [Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates] [There are certain additional risks associated with Notes linked to the Reference Item[s]: prospective investors in the Notes should understand the risks of transactions involving the Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of the Notes in light of their particular financial circumstances, the information set forth in the Base Prospectus and the information regarding the Notes and the Reference Item[s] to which [the value of, or payments in respect of,] the Notes relate. Fluctuations in the value and/or volatility of [the Reference Item[s]/obligations issued or guaranteed by the Reference Entity] may affect the value of the Notes. Investors may risk losing their entire investment. Investors will have no claim against any Reference Item. Hedging arrangements of the Issuer may affect the value of the Notes and there may be conflicts of interest in respect of the Notes. [Market disruptions or other adjustment events may occur in respect of the Reference Item[s] which may result in valuations and/or payments being delayed, the Notes may be subject to adjustment (including, without limitation, that the relevant Reference Item may be substituted) or the Notes may be redeemed early.] The Notes will represent an investment linked to [the performance of] the Reference Item[s] and prospective investors should note that the return (if any) on their investment in the Notes will depend upon [the performance of] the Reference Item[s].]

		[There are certain additional risks associated with Credit-Linked Notes:
		prospective investors in the Notes should understand the risks of
		transactions involving the Notes and should reach an investment decision
		only after careful consideration, with their advisers, of the suitability of the
		Notes in light of their particular financial circumstances, the information set
		forth in the Base Prospectus and the information regarding the Notes and the
		Reference Entit[y][ies] to which the value of and payments in respect of the
		Notes relate. Fluctuations in the value and/or volatility of obligations issued
		or guaranteed by a Reference Entity may affect the value of the Notes and
		the occurrence of a Credit Event in respect of a Reference Entity will reduce
		the amount of interest and principal payable and may alter the timing of
		redemption. Investors may risk losing their entire investment. Investors
		will have no claim against any Reference Entity. Hedging arrangements of
		the Issuer may affect the value of the Notes and there may be conflicts of
		interest in respect of the Notes. The terms of the Notes may change by
		reference to market convention and as a result of determinations made by a
		relevant Credit Derivatives Determination Committee. A Reference Entity
		may be replaced due to events beyond the control of the Issuer. The risk
		associated with the Notes may increase as a result of changes to the Notes
		after the issue date.]
ID. (D: 1 337	THE AMOUNT DATE ON DEDEMOTION OF THE NOTES MAN DE
[D.6	Risk Warning	THE AMOUNT PAID ON REDEMPTION OF THE NOTES MAY BE
(Applicabl		LESS THAN THE PRINCIPAL AMOUNT OF THE NOTES, TOGETHER WITH ANY [ACCRUED] INTEREST, AND MAY IN
e for		CERTAIN CIRCUMSTANCES BE ZERO. INVESTORS MAY LOSE
Annex XII)		THE VALUE OF THEIR ENTIRE INVESTMENT, OR PART OF IT,
12.0.00.00 1211)		AS THE CASE MAY BE.]
		THE CHIEF THAT BEIN

Section E – Offer

Element	Title	
E.2b (Applicable of for Annexes Very and XII)	Reasons for offer and use of proceeds when different from making profit and/or hedging certain risks	The net proceeds from each issue of Notes will be applied by the Issuer to meet part of its general financing requirements.
E.3 (Applicable for Annexes Vand 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 from item 14(iv) − 14(vii) and 15 in 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 of 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.]	