



WARRANT AND CERTIFICATE PROGRAMME

This Base Prospectus has been approved by the Financial Supervisory Authority (Finanssivalvonta) (the “FIN-FSA”), which is the Finnish competent authority for the purpose of the Prospectus Directive (as defined below) and relevant implementing legislation in Finland, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing legislation in Finland for the purpose of giving information with regard to the issue of warrants and certificates (the “Securities”) under the programme (the “Programme”) during the period of twelve months from the date of its approval by the FIN-FSA. This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. The FIN-FSA assumes no responsibility for the correctness of the information contained herein.

Application may be made for Securities issued under the Programme to be admitted to trading and to be listed on the NASDAQ OMX Copenhagen A/S, the NASDAQ OMX Helsinki Oy, the NASDAQ OMX Stockholm AB and the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)). No assurance can be given that any such application will be successful. The regulated markets of the NASDAQ OMX Copenhagen A/S, the NASDAQ OMX Helsinki Oy, the NASDAQ OMX Stockholm AB and the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)) are regulated markets for the purposes of Directive 2004/39/EC. The Programme also permits Securities to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

EACH ISSUE OF SECURITIES IS OF A SPECIALIST NATURE AND SHOULD ONLY BE BOUGHT AND TRADED BY INVESTORS WHO ARE PARTICULARLY KNOWLEDGEABLE IN INVESTMENT MATTERS.

Prospective purchasers of Securities should ensure that they understand the nature of the relevant Securities and the extent of their exposure to risks and that they consider the suitability of the relevant Securities as an investment in the light of their own circumstances and financial condition. ISSUES OF SECURITIES INVOLVE A HIGH DEGREE OF RISK, INCLUDING THE RISK OF THEIR EXPIRING WORTHLESS. PROSPECTIVE PURCHASERS OF SECURITIES SHOULD BE PREPARED TO SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT. Without prejudice to the Issuer’s or, as the case may be, any Dealer’s obligations under Directive 2004/39/EC (or any related legislation, including any relevant implementing measure), it is the responsibility of prospective purchasers of Securities to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the relevant Securities and are not relying on the advice of the Issuer or any Dealer in that regard. For a discussion of these risks see “Risk Factors” below.

Arranger for the Programme

DANSKE BANK

Dealer

DANSKE BANK

This Base Prospectus has been prepared in accordance with the Finnish Securities Markets Act (*Arvopaperimarkkinalaki*, 746/2012) and applying the EU Commission Regulation (EC) 809/2004 (as amended) (Annexes XI, XII, XXII and XXX).

This Base Prospectus should be read and construed together with any supplement hereto and with any other documents incorporated by reference herein and, in relation to any Series (as defined herein) of Securities, should be read and construed together with the relevant Final Terms (as defined below), in so far as such Final Terms relates to such Series.

No person has been authorised by Danske Bank A/S (the “**Issuer**”) or Danske Bank A/S in its capacity as a dealer (together with any additional dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an on-going basis, the “**Dealers**” and each a “**Dealer**”) to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Security shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial situation of the Issuer since the date hereof, or, as the case may be, the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of the Securities, prepare or procure the preparation of a supplement to this Base Prospectus or, as the case may be, publish a new Base Prospectus for use in connection with any subsequent offering by the Issuer of Securities.

Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and any Dealer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Securities and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Securities, see “*Subscription and Sale*”. In particular, no Securities or any guarantee thereof have been, or will be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and trading in Securities has not been approved by the Commodities Futures Trading Commission under the United States Commodity Exchange Act, as amended. No Securities may be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. **Neither this Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.**

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Securities and should not be considered as a recommendation by the Issuer or any Dealer that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Securities. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

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IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF SECURITIES

Restrictions on Non-exempt offers of Securities in Relevant Member States

Certain Tranches of Securities may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. As used herein, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State (as defined below)) and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU. Any such offer is referred to as a “**Non-exempt Offer**”. This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Securities in each Member State in relation to which the Issuer has given its consent, as specified in the relevant Final Terms (each specified Member State a “**Non-exempt Offer Jurisdiction**” and together the “**Non-exempt Offer Jurisdictions**”). Any person making or intending to make a Non-exempt Offer of Securities on the basis of this Base Prospectus must do so only with the Issuer's consent to the use of this Base Prospectus as provided under “*Consent given in accordance with Article 3.2 of the Prospectus Directive*” and provided such person complies with the conditions attached to that consent.

Save as provided above, neither the Issuer nor any Dealer has authorised, nor does any of them authorise, the making of any Non-exempt Offer of Securities in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Consent given in accordance with Article 3.2 of the Prospectus Directive

In the context of a Non-exempt Offer of such Securities, the Issuer accepts responsibility, in each of the Non-exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person (an “**Investor**”) who purchases any Securities in a Non-exempt Offer made by a Dealer or an Authorised Offeror (as defined below), where that offer is made during the Offer Period specified in the relevant Final Terms and provided that the conditions attached to the giving of consent for the use of this Base Prospectus are complied with. The consent and conditions attached to it are set out under “*Consent*” and “*Common Conditions to Consent*” below.

Neither the Issuer nor any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and neither the Issuer nor any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

Save as provided below, neither the Issuer nor, for the avoidance of doubt, any Dealer has authorised the making of any Non-exempt Offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Securities. Any Non-exempt Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor, for the avoidance of doubt, any Dealer accepts any responsibility or liability for the actions of the persons making any such unauthorised offer. If, in the context of a Non-exempt Offer, an Investor is offered Securities by a person who is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of the relevant Non-Exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, it should take legal advice.

Consent

In connection with each Tranche of Securities and subject to the conditions set out below under “*Common Conditions to Consent*”, the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Securities by:

- (a) the relevant Dealer stated in the relevant Final Terms;
- (b) any intermediaries specified in the relevant Final Terms; and
- (c) any other financial intermediary appointed after the date of the relevant Final Terms and 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.

The financial intermediaries referred to in paragraphs (b) and (c) above are together the “**Authorised Offerors**” and each an “**Authorised Offeror**”.

Common Conditions to Consent

The conditions to the Issuer's consent are that such consent:

- (i) is only valid during the Offer Period specified in the relevant Final Terms; and
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in each relevant Member State specified in the relevant Final Terms.

The consent referred to above relates to Offer Periods (if any) occurring within 12 months of the date of this Base Prospectus.

The only relevant Member States referred to in (ii) above which may, in respect of any Tranche of Securities, be specified in the relevant Final Terms (if any relevant Member States are so specified), will be Denmark, Finland and Sweden and accordingly each Tranche of Securities may only be offered to Investors as part of a Non-exempt Offer in Denmark, Finland and Sweden as specified in the relevant Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Arrangements Between Investors and Authorised Offerors

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES 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. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE SECURITIES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NEITHER THE ISSUER NOR, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

All references in this Base Prospectus to “Danish Kroner”, “kroner”, “DKr” or “DKK” are to the currency of Denmark, to “EUR” or “euro” are to the currency introduced at the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, of those members of the European Union which are participating in the European economic and monetary union (the “**Euro Zone**”), to “Japanese Yen” or “Yen” are to the currency of Japan and all references to “U.S.\$”, “USD” and “U.S. Dollars” are to the currency of the United States of America.

RESPONSIBILITY STATEMENT

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Securities. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. References herein to the “Base Prospectus” are to this document as supplemented from time to time including the documents incorporated by reference.

SUMMARY OF THE BASE PROSPECTUS

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 Securities 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	<ul style="list-style-type: none"> • This summary should be read as an introduction to this Base Prospectus and the relevant Final Terms. • Any decision to invest in any Securities should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference and the relevant Final Terms. • Where a claim relating to information contained in this 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 this 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 this Base Prospectus and the relevant Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this 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 Securities.
A.2	<p>[Not Applicable – [There is no offer of Securities within the meaning of the Prospectus Directive] / [The Securities 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”).]</p> <p>[The Securities 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”).</p> <p><i>Consent:</i> 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 Securities by [[Danske Bank A/S]/[name(s) of relevant Dealer/Managers]] [, [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] (each an “Authorised Offeror”).</p>

SUMMARY OF THE BASE PROSPECTUS

	<p><i>Offer period:</i> The Issuer’s consent referred to above is given for Non-exempt Offers of Securities during [<i>offer period for the issue to be specified here</i>] (the “Offer Period”).</p> <p><i>Conditions to consent:</i> The conditions to the Issuer’s consent are that such consent (a) is only valid during the Offer Period; and (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in [<i>specify each Relevant Member State in which the particular Tranche of Securities can be offered</i>].</p> <p>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES 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. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.]</p>
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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	<p>The Issuer is the parent company of the Danske Bank Group (the “Group”).</p> <p>The Issuer is an international retail bank that operates in 15 countries with a focus on the Nordic region. In Denmark, customers are also served by head office departments, finance centres and subsidiaries. The Group has branches in London, Hamburg and Warsaw and a representative office in Moscow. Its subsidiary in Luxembourg serves private banking customers and another in St. Petersburg serves corporate banking customers. The Group also conducts broker-dealer activities in New York.</p>
B.9	Profit forecast or estimate	Not Applicable - No profit forecast or estimates have been made in this Base Prospectus.
B.10	Qualifications to	Not Applicable - No qualifications are contained in any audit report

	audit report	incorporated by reference in this Base Prospectus.	
B.12	Selected historical key financial information¹		
	<i>(DKK millions)</i>	<i>Twelve months ended 31 December 2013 (audited)</i>	<i>Twelve months ended 31 December 2012 (audited)</i>
	Income statement:		
	Total income	40,004	45,662
	Expenses	(24,343)	(24,642)
	Loan impairment charges	(4,187)	(7,680)
	Profit before tax, core	11,474	13,340
	Profit before tax, non-core	(1,415)	(4,801)
	Tax	(2,944)	(3,814)
	Net profit for the year	7,115	4,725
	Balance sheet:		
	Loan and advances	1,552,645	1,640,656
	Trading portfolio assets	695,722	812,966
	Other assets	978,690	1,031,327
	Total assets	3,227,057	3,484,949
	Deposits	788,269	783,759
	Bonds issued by Realkredit Danmark	614,196	614,325
	Trading portfolio liabilities	435,183	531,860
	Other liabilities	1,243,752	1,417,001
	Total liabilities	3,081,400	3,346,945
	Total equity	145,657	138,004
	<i>(DKK million)</i>	<i>Three months ended 31 March 2014 (unaudited)</i>	<i>Three months ended 31 March 2013 (unaudited)</i>
	Income statement:		
	Total income	10,335	10,077
	Expenses	(5,432)	(5,804)
	Loan impairment charges	(641)	(1,438)
	Profit before tax, core	4,262	2,834
	Profit before tax, non-core	(632)	(618)
	Tax	(818)	(744)
	Net profit for the period	2,812	1,472
	Balance sheet:		
	Loan and advances	1,558,948	1,619,556
	Trading portfolio assets	706,906	831,668
	Other assets	1,048,364	1,049,774

¹ The selected historical key financial information is extracted from the figures presented as financial highlights in the annual/interim report. It deviates from the corresponding figures in the consolidated financial statements.

SUMMARY OF THE BASE PROSPECTUS

	Total assets	3,314,218	3,500,998
	Deposits	781,700	783,919
	Bonds issued by Realkredit Danmark	623,956	623,133
	Trading portfolio liabilities	386,249	544,406
	Other liabilities	1,370,496	1,409,972
	Total liabilities	3,162,401	3,361,430
	Total equity	151,817	139,568
	Statement of no material adverse change	There has been no material adverse change in the prospects of the Issuer since 31 December 2013, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.	
	Description of significant changes to financial or trading position	There has been no significant change in the financial position of the Issuer or of the Issuer and its subsidiaries taken as a whole since 31 March 2014, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared.	
B.13	Recent events materially relevant to an evaluation of the Issuer's solvency	Not Applicable – There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.	
B.14	Dependence on other entities within the Group	See Element B.5. Not Applicable – The Issuer is not dependent on any other entities within the Group.	
B.15	Principal activities	The Group is the leading financial service provider in Denmark – and one of the largest in the Nordic region – measured by total assets as at 31 December 2012 (Source: Finansrådet (Danish Bankers' Association)). The Group offers its customers in Denmark and in its other markets a broad range of services that, depending on the market, include services in banking, mortgage finance, insurance, trading, leasing, real estate agency and investment management. The Group has a leading market position in Denmark and is one of the larger banks in Northern Ireland and Finland. The Group also has significant operations in its other main markets of Sweden, Norway, Ireland, and the Baltics.	
B.16	Controlling shareholders	Not Applicable – The Issuer is not aware of any shareholder or group of connected shareholders who directly or indirectly control the Issuer.	

Section C – Securities

Element	Title	
C.1	Type and class	The securities are [warrants/certificates] which are [call warrants / put warrants / turbo call warrants / turbo put warrants / certificates up / certificates down /

	of Securities	<p>covered call certificates / certificates bull / certificates bear / mini-future certificates long / mini-future certificates short] (the “Securities”).</p> <p>The Series number[s] of the Securities [is/are] [●] [and [●]] and the Tranche number [of each Series] is [●].</p> <p>[The Securities will be consolidated and form a single series with [identify earlier Tranches] on the Issue Date.]</p> <p>[The International Securities Identification Number (“ISIN”) of Series number [●] is [●] [and the ISIN of Series number [●] is [●]]. The Common Code of Series number [●] is [●] [and the Common Code of Series number [●] is [●].]</p> <p>[The [VP Securities A/S (“VP”) / Euroclear Sweden AB (“Euroclear Sweden”) / Euroclear Finland Oy (“Euroclear Finland”)] identification number of Series number [●] is [●] [and the [VP/Euroclear Sweden/Euroclear Finland] identification number of Series number [●] is [●].]</p>
C.2	Currency	The Securities are denominated in [●] and the settlement currency for payments is [●] (the “ Settlement Currency ”).
C.5	Restrictions on transferability	<p>[Transfers of Securities may be effected only through the book entry system and register maintained by the [VP / Euroclear Sweden / Euroclear Finland.]</p> <p>[There are no restrictions on free transferability.]</p>
C.8	Rights attaching to the Securities, including ranking and limitation to those rights	<p>The Securities have terms and conditions relating to, among other matters:</p> <p>Ranking</p> <p>The Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank <i>pari passu</i> without any preference among themselves and at least <i>pari passu</i> with all other unsubordinated and unsecured obligations (including liabilities in respect of deposits) of the Issuer, present and future (save for certain mandatory exceptions provided by law).</p> <p>Taxation</p> <p>The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise, settlement or enforcement of any Security and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.</p> <p>Negative pledge and events default</p> <p>The terms of the Securities will not have the benefit of a negative pledge or any events of default.</p> <p>Governing Law</p> <p>English law, except for the registration of the Securities in [the VP / Euroclear Sweden / Euroclear Finland], which shall be governed by [Danish / Swedish / Finnish] law.</p>
C.11	Admission to trading	[Application has been made for the Securities to be admitted to trading on the [[NASDAQ OMX Copenhagen A/S’s] [and] [the NASDAQ OMX Helsinki

SUMMARY OF THE BASE PROSPECTUS

		<p>Oy's] [and] [the NASDAQ OMX Stockholm AB's] [and] [the Nordic Growth Market NGM AB [NDX Sweden][NDX Finland]] regulated market.]</p> <p>[Not Applicable – The Securities are not intended to be admitted to trading on any market.]</p>
C.15	Description of how the value of the investment is affected by the value of the underlying instrument(s)	<p>The cash settlement amount in respect of a Series payable on the cash settlement date of the Securities of such Series (as referred to in Element C.16 below) is linked to the performance of the Reference Item[s] specified in Element C.20 below [and, depending on the performance of the Reference Item[s], may be less than the issue price].</p>
C.16	Maturity date, exercise date and final reference date	<p>[The maturity date[s] of the Securities, being the scheduled cash settlement date[s], subject to adjustment for disruptions and non-business days (the “cash settlement date”), [is [●]]/[are as follows:</p> <ul style="list-style-type: none"> - in the case of Series number [●], [●]; and - in the case of Series number [●], [●].] <p>Each Security will be exercised automatically and will expire on the [final valuation date/last of the final averaging dates/final reference date] referred to in Element C.18 below.]</p> <p>[[Each of t/T]he Securities are “Open Ended Securities” and therefore do not have a scheduled cash settlement date. [Each issue of/The] Securities may be terminated by the Issuer in its discretion on giving notice (a “Termination Notice”) to holders in accordance with the terms and conditions. Any Securities so terminated will be automatically exercised and will expire on the [final valuation date/last of the final averaging dates/final reference date] specified in the Termination Notice and referred to in Element C.18 below.]</p>
C.17	Settlement procedure of derivative securities	<p>The Securities are cash settled.</p>
C.18	Return on derivative securities	<p><i>Cash settlement amount payable on the cash settlement date</i></p> <p>The cash settlement amount payable on the cash settlement date of [each Series of] the Securities is determined by reference to [the following formula]:</p>
		<p>[Call warrants, turbo call warrants and certificates up</p> <ul style="list-style-type: none"> (a) Where the Final Price of the Reference Item[s] is higher than the Strike Price of the Reference Item[s]: <p style="padding-left: 40px;">(Final Price – Strike Price) x Multiplier [x Exchange Rate]</p> <ul style="list-style-type: none"> (b) Otherwise, zero.] <p>[Put warrants, turbo put warrants and certificates down</p>

		<p>(a) Where the Final Price of the Reference Item[s] is lower than the Strike Price of the Reference Item[s]:</p> <p>(Strike Price – Final Price) x Multiplier [x Exchange Rate]</p> <p>(b) Otherwise, zero.]</p> <p><i>[Covered call certificates]</i></p> <p>(a) Where the Final Price is higher than the Cap Level:</p> <p>Cap Level x Multiplier [x Exchange Rate]</p> <p>(b) Where the Final Price is lower than (or equal to) the Cap Level:</p> <p>Final Price x Multiplier x [Exchange Rate].]</p> <p><i>[Mini-future certificates long]</i></p> <p>(a) Where the Final Price is higher than the Financing Level on the final reference date:</p> <p>(Final Price – Financing Level on the final reference date) x Multiplier [x Exchange Rate]</p> <p>(b) Otherwise, zero.</p> <p><i>[Mini-future certificates short]</i></p> <p>(a) Where the Final Price is lower than the Financing Level on the final reference date:</p> <p>(Financing Level on the final reference date - Final Price) x Multiplier [x Exchange Rate]</p> <p>(c) Otherwise, zero.]</p> <p>Where:</p> <p>[“AF” means, in respect of a reference date(<i>t</i>) and an Interest Rate Period, an amount determined by the calculation agent in accordance with the following formula:</p> $AF = FL_{t-1} * (\text{Interest Rate Base } [+/-] \text{ Margin}) * \text{Day Count.}]$ <p>[“Cap Level” means [●].]</p> <p>[“Day Count” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360.]</p> <p>[“Dividend_t” means, in respect of the [Reference Item/each component security in the index] and a reference date (<i>t</i>), a dividend, the ex-dividend date in respect of which falls on such reference date (<i>t</i>).]</p>
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	<p>["Exchange Rate"] means [●].]</p> <p>"Final Price" means an amount equal to [the value of the Reference Item[s] in relation to the final [valuation/reference] date] / [the average value of the Reference Item[s] in relation to the final averaging dates].</p> <p>["Financing Level"] means, in respect of a reference date(<i>t</i>) during the reference period, an amount in the Settlement Currency determined by the calculation agent by reference to the following formula:</p> $FL_t = (FL_{t-1} + AF).$ <p>[provided that, the Financing Level on any reference date (<i>t</i>) which is an ex-dividend date will instead be determined by the calculation agent by reference to the following formula:</p> $FL_t = (FL_{t-1} + [AF - Dividend_t])]$ <p>["FL_{t-1}"] means, in respect of a reference date (<i>t</i>), an amount equal to the value of the Reference Item in relation the reference date immediately preceding such Reference Date (<i>t</i>) and, where <i>t</i> = 1, "FL_{t-1}" means [●] (the "Initial Financing Level") [provided that, if reference date (<i>t</i>) is a roll date in respect of the futures contract, FL_{t-1} shall be subject to adjustment by the calculation agent].]</p> <p>["Interest Rate Base"] means [EONIA/SIOR/DKKOIS].</p> <p>"Interest Rate Period" means, in respect of a reference date (<i>t</i>), the period from (and including) the reference date immediately preceding such reference date (<i>t</i>) to (but excluding) such reference date (<i>t</i>) and, where <i>t</i> = 1, the immediately preceding reference date shall be the initial reference date.]</p> <p>["Margin"] means [●].]</p> <p>"Multiplier" means [●].</p> <p>["Strike Price"] means [[●]/[an amount equal to the value of the Reference Item[s] in relation to the initial valuation date / an amount equal to the average value of the Reference Item[s] in relation to the initial averaging dates].]</p> <p><i>[Certificates bull and certificates bear</i></p> <p>Accumulated Value on the final reference date.]</p> <p>[Where:</p> <p>"AF" means, in respect of a reference date (<i>t</i>) and an Interest Rate Period, an amount determined by the calculation agent in accordance with the following formula:</p> <p>[$AF = AV_{t-1} * (InterestRate\ Base - Margin - ManagementFee) * Day\ Count$]</p> <p>[$AF = AV_{t-1} * (IRB - Margin - MF) * Day\ Count - Multiplier * IRB * AV_{t-1} * Day\ Count$]</p>
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“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a reference date (t) and subject as provided below, an amount determined by the calculation agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - \text{Reference Price}_{t-1}) * \frac{AV_{t-1}}{\text{Reference Price}_{t-1}}$$

[provided that, the Accumulated Change in Value on any reference date (t) which is an ex-dividend date will instead be determined by the calculation agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - [\text{Reference Price}_{t-1} - \text{Dividend}_t]) * \left[\frac{AV_{t-1}}{[\text{Reference Price}_{t-1} - \text{Dividend}_t]} \right]$$

“**Accumulated Value**” means, in respect of a reference date (t) during the reference period, an amount in the Settlement Currency determined by the calculation agent by reference to the following formula:

$$AV_t = (AV_{t-1} + ACV + AF) * \left[\frac{\text{Exchange Rate}_t}{\text{Exchange Rate}_{t-1}} \right]$$

“**AV_{t-1}**” means, in respect of a reference date (t), the Accumulated Value on the reference date immediately preceding such reference date (t) and, where $t = 1$, “**AV_{t-1}**” means [●].

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360.

[“**Dividend_t**” means, in respect of the [Reference Item/each component security in the index] and a reference date (t), a dividend, the ex-dividend date in respect of which falls on such reference date (t).]

[“**Exchange Rate**” means [●].]

“**Interest Rate Base**” (“**IRB**”) means [EONIA/SIOR/DKKOIS].

“**Interest Rate Period**” means, in respect of a reference date (t), the period from (and including) the reference date immediately preceding such reference date (t) to (but excluding) such reference rate (t) and, where $t = 1$, the immediately preceding reference date shall be the initial reference date.

“**Management Fee**” (“**MF**”) means a fee expressed as a percentage charged by the Issuer for the costs of administration and/or hedging of the Securities, the initial amount of which is [●], provided that the Management Fee may be increased or decreased from time to time by the Issuer if the Issuer's costs of administration and/or hedging change and provided further that, the Management Fee shall never be greater than [●] per cent.

“**Margin**” means [●].

“**Multiplier**” means [●].

[“**Reference Price_{t-1}**” means, in respect of a reference date (t), the relevant

SUMMARY OF THE BASE PROSPECTUS

		<p>value of the Reference Item on the reference date immediately preceding such reference date (t) and, where $t = 1$, “Reference Price_{t-1}” means [●] [provided that, if reference date (t) is a roll date in respect of the futures contract, Reference Price_{t-1} shall be subject to adjustment by the calculation agent.]</p>
		<p><i>[Early Termination</i></p>
		<p>If an early termination event occurs, the relevant Security will expire automatically on the early termination date.</p> <p><i>[Turbo call warrants, turbo put warrants, certificates up and certificates down</i></p> <p>An early termination event shall occur if the value of the Reference Item at any time during the observation period is [lower/higher] than or equal to the Barrier Level.</p> <p>The early termination cash settlement amount shall be determined as set out above for the cash settlement amount save that the “Final Price” shall, for the purposes of the early termination cash settlement amount, be an amount equal to the [lowest/highest] value of the Reference Item as determined by the calculation agent during the aggregate period of three regular trading hours from (and including) the time at which the relevant early termination event has occurred.</p> <p>Where:</p> <p>“Barrier Level” means [●].]</p> <p><i>[Certificates bull and certificates bear</i></p> <p>An early termination event shall occur if [either:</p> <p>(a)]on any reference date during the observation period (each an “Observation Date”) the percentage [decrease/increase] in the value of the Reference Item at any time compared to Reference Price_{t-1} for the reference date corresponding to such Observation Date is greater than or equal to the Barrier Level; or</p> <p>(b) the Issuer gives notice to holders that the Securities will be terminated early on the early termination date specified in such notice.</p> <p>Where:</p> <p>“Barrier Level” means [●].</p> <p>The early termination cash settlement amount shall be:</p> <p>(i) in the case of an early termination event described in (a) above, zero; or</p> <p>(ii) in the case of an early termination event described in (b) above, the final reference date shall be deemed to be the early termination date and the early cash settlement amount shall be determined as set out above for the cash settlement amount.]</p>

		<p><i>[Mini-future certificates long and mini-future certificates short</i></p> <p>An early termination event shall occur if [either:</p> <p>(a)]the value of the Reference Item at any time during the observation period is [lower/higher] than or equal to the Barrier Level; or</p> <p>(b) the Issuer gives notice to holders that the Securities will be terminated early on the early termination date specified in such notice].</p> <p>Where:</p> <p>“Barrier Level” means the Barrier Percentage multiplied by the Initial Financing Level, as adjusted on the first business day of each month by multiplying the Barrier Percentage by the Financing Level of the immediately preceding reference date.</p> <p>“Barrier Percentage” means [●] per cent.</p> <p>The early termination cash settlement amount shall be:</p> <p>(i) in the case of an early termination event described in (a) above, determined as set out above for the cash settlement amount save that the “Final Price” shall, for the purposes of the early termination cash settlement amount, be an amount equal to the [lowest/highest] value of the Reference Item as determined by the calculation agent during the aggregate period of three regular trading hours from (and including) the time at which the relevant early termination event has occurred; or</p> <p>(ii) in the case of an early termination event described in (b) above, the final reference date shall be deemed to be the early termination date and the early cash settlement amount shall be determined as set out above for the cash settlement amount.]</p>
		<i>Cancellation upon Illegality</i>
		If the calculation agent determines that the performance of the Issuer's obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities 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 cancel the Securities and will pay an amount equal to the cancellation amount in respect of each Security.
		The “ cancellation amount ” payable on any cancellation of a Security will be such amount(s) determined by the calculation agent which shall represent the fair market value of such Security on the relevant date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the calculation agent
		<i>Applicable dates for cash settlement amount [and early termination]</i>
		[“ initial valuation date ” = [●]]

SUMMARY OF THE BASE PROSPECTUS

		<p>[“initial averaging dates” = [●], [●] and [●] (subject to [[modified] postponement / omission])]</p> <p>[“final valuation date” = [[●]/As specified in the Termination Notice]]</p> <p>[“final averaging dates” = [[●], [●] and [●]/As specified in the Termination Notice] (subject to [[modified] postponement / omission])]</p> <p>[“initial reference date” = [●]]</p> <p>[“final reference date” = [[●]/As specified in the Termination Notice]]</p> <p>[“observation period” = the period from (and including) the issue date to (and including) the [final valuation date/last of the final averaging dates/final reference date]</p> <p>[“reference date” = a scheduled trading day for the Reference Item which is not a disrupted day in relation to the Reference Item</p> <p>[“reference period” = the period from (but excluding) the initial reference date to (and including) the final reference date</p>					
		<i>Disrupted Days, Market Disruption Events and Adjustments</i>					
		The terms and conditions of the Securities contain provisions, as applicable, relating to events affecting the Reference Items(s), modification or cessation of the Reference Items(s) and market disruption provisions and provisions relating to subsequent corrections of the level of the Reference Items(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 the substitution of a substitute reference item) or to cancel the Securities and to pay an amount equal to the cancellation amount as specified above.					
C.19	Exercise price/final reference price	See Element C.18 above.					
C.20	Underlying	In relation to [the/each] Series specified below, [the/each] Reference Item specified under the heading “Description of Reference Item[s]” in the Table below, being the type of Reference Item specified under the heading “Classification” in the Table below.					
		<table border="1"> <thead> <tr> <th>Series number and</th> <th>Description of Reference Item[s]</th> <th>Classification</th> <th>Electronic Page</th> <th>Weight</th> </tr> </thead> </table>	Series number and	Description of Reference Item[s]	Classification	Electronic Page	Weight
Series number and	Description of Reference Item[s]	Classification	Electronic Page	Weight			

		ISIN				
		[●]	[●] (Include details of Related Asset where applicable)	[Index] [Futures Contract] [Equity Security]	[●]	[●]
		<i>(specify for each Reference Item)</i>				
		[Information relating to the Reference Item[s] can be obtained from the electronic page specified under the heading “Electronic Page” for such Reference Item[s] in the Table above and from [[●]/other internationally recognised published or electronically displayed sources].]				

Section D – Risks

Element	Title	
D.2	Key risks specific to the Issuer	<p>In purchasing Securities, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Securities. 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 Securities. 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 this Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Securities. These factors include:</p> <ul style="list-style-type: none"> • the Group is exposed to a number of risks, the categories of which are credit risk, market risk, liquidity risk, operational risk, insurance risk and pension risk; • regulatory changes could materially affect the Issuer's business; • the Issuer will face increased capital and liquidity requirements as a result of the new Basel III framework; • the Group may have to pay additional amounts under deposit guarantee schemes or resolution funds; • the Group may be affected by general economic and geopolitical conditions; and • the impact of European implementation of the Basel III framework.
D.6	Key information on key risks specific to the Securities	<p>Issues of Securities involve a high degree of risk, including the risk of their expiring worthless. Investors in Securities should be prepared to sustain a loss of all or part of their investment.</p> <p>There are also risks associated with specific types of Securities, and</p>

		<p>with the Securities and the markets generally, including:</p> <ul style="list-style-type: none"> • an active secondary market in respect of the Securities may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Securities; • if an investor holds Securities 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. In addition, the imposition of exchange controls in relation to any Securities could result in an investor not receiving payments on those Securities; • the market value of Securities will be influenced by factors separate to the creditworthiness of the Issuer; • credit ratings assigned to the Issuer or any of its debt or other securities may not reflect all the risks associated with an investment in Securities and may be lowered, withdrawn or not maintained; • the Issuer is exposed to changing methodology by rating agencies; and • the Securities may not be a suitable investment for all investors. <p>There are also risks related to the structure of a particular issue of Securities, general risks related to a particular issue of Securities and risks related to Securities generally, including:</p> <ul style="list-style-type: none"> • risks relating to Securities linked to Reference Items; • [Open Ended Securities do not have a pre-defined expiration date and the Securities will only be terminated and cash settlement amounts in respect of the Securities paid on a day determined at the discretion of the Issuer;] • payments of cash amounts in respect of [Index/Futures/Equity]-Linked Securities may be made at different times than expected; • [the terms of the Securities may be subject to adjustment or the Securities may be cancelled upon the occurrence of any additional disruption events;] • the Issuer may cancel Securities of a particular Series in the case of illegality in relation to its obligations under such Series of Securities; • [the value of a Security may be affected by a change in currency exchange rates;] • [the price of a [Turbo] Call Warrant or a [Turbo] Put Warrant will be influenced by changes in the value of the Reference Items(s) linked to such Security;] • [the price of a Certificate Up or a Certificate Down may be affected by changes in the value of the relevant Reference Item(s) linked to such Security;]
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		<ul style="list-style-type: none"> • [the price of a Covered Call Certificate will follow changes in the value of the relevant Reference Item(s) linked to such Security until a certain level is reached;] • [the price of a Certificate Bull or a Certificate Bear will be affected by changes in the value of the relevant Reference Item linked to such Security;] • [the price of a Mini-Future Certificate Long or a Mini-Future Certificate Short will be affected by changes in the value of the relevant Reference Item linked to such Security;] • a Securityholder will not have any recourse under a Security to bring a claim against any Reference Item; • the Issuer and/or any of its affiliates may enter into hedging arrangements which may affect the market price, liquidity or value of the Securities; • there is a risk that conflicts of interest may arise between certain parties that may not be beneficial to a Securityholder; • there may be certain circumstances in which the market maker is unable to fulfil its obligations which may make it impossible for an investor to buy or sell the relevant Securities; • if the cash settlement amount is equal to or less than the minimum cash settlement amount, no cash settlement amount shall be paid; • because the Securities are dematerialised securities, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer; • the terms and conditions of the Securities contain provisions which may permit their modification without the consent of all investors • the value of the Securities could be adversely affected by a change in law or administrative practice; • the Issuer is not under any obligation to gross-up in respect of any tax, duty, withholding or other payment; • potential purchasers and sellers of Securities are liable for taxation and other expenses applicable in the country where such Securities are transferred; • there may be withholding under the EU savings Directive; • Foreign Account Tax Compliance withholding may affect payments on the Securities; • the proposed financial transactions tax may apply to dealings in the Securities; [and] • [European implementation of the Basel III Framework may impact on the Securities; and] • 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
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		assets or the proceeds arising from it, any remaining claims will subsequently rank pari passu with the Issuer's obligations under the Securities.
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Section E – Offer

E.2b	Reasons for offer and use of proceeds when different from making profit and/or hedging certain risks	The net proceeds from each issue of Securities will be applied by the Issuer to meet part of its general financing requirements.
E.3	Terms and conditions of the offer	<p>[Not Applicable – [There is no offer of Securities within the meaning of the Prospectus Directive / the offer relating to the Securities is an Exempt Offer.]</p> <p>[This issue of Securities is being offered in a Non-Exempt Offer in <i>[specify particular country/ies]</i>.</p> <p><i>[Summarise other details of any non-exempt offer, copying the language from items [8] and [9] of Part B of the Final Terms.]</i></p> <p>An Investor intending to acquire or acquiring any Securities in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Securities 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.]</p>
E.4	Interests material to the issue/offer, including conflicting interests	<p>[Not Applicable – So far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer.]</p> <p>[The [Authorised Offeror(s)] will be paid aggregate commissions equal to [●] per cent. of the nominal amount of the Securities. So far as the Issuer is aware, no other person involved in the issue of the Securities has an interest material to the offer.]</p>
E.7	Expenses charged to the investor	No expenses are being charged to an investor by the Issuer [or any Authorised Offeror (as defined above)]. [However, expenses may be charged by an Authorised Offeror [in the range between [●] per cent. and [●] per cent.] of the nominal amount of the Securities to be purchased by the relevant investor.]

RISK FACTORS

Prospective investors should read this entire Base Prospectus and reach their own views prior to making any investment decision.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under any Securities. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Securities issued under the Programme are also described below. All of these factors are contingencies that may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Securities, but the Issuer may be unable to pay any amounts in connection with any Securities 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.

The following is a general discussion of certain risks typically associated with the Issuer and the acquisition and ownership of Securities. In particular, it does not consider an investor's specific knowledge and/or understanding about risks typically associated with the Issuer and the acquisition and ownership of Securities, whether obtained through experience, training or otherwise, or the lack of such specific knowledge and/or understanding, or circumstances that may apply to a particular investor.

THE PURCHASE OF SECURITIES MAY INVOLVE SUBSTANTIAL RISKS AND MAY BE SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN SECURITIES. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY, IN LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES, (I) ALL THE INFORMATION SET FORTH IN THIS BASE PROSPECTUS AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW AND (II) ALL THE INFORMATION SET FORTH IN THE RELEVANT FINAL TERMS. PROSPECTIVE INVESTORS SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM NECESSARY WITHOUT RELYING ON THE ISSUER OR ANY DEALER.

AN INVESTMENT IN SECURITIES MAY ENTAIL SIGNIFICANT RISKS NOT ASSOCIATED WITH INVESTMENTS IN A CONVENTIONAL SECURITY SUCH AS A DEBT OR EQUITY SECURITY, INCLUDING BUT NOT LIMITED TO THE RISKS SET OUT BELOW. THE AMOUNT PAID ON SETTLEMENT OF THE SECURITIES MAY BE LESS THAN THE PURCHASE PRICE OF THE SECURITIES, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO.

SECURITIES INVOLVE A HIGH DEGREE OF RISK AND POTENTIAL INVESTORS SHOULD BE PREPARED TO SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT.

Words and expressions defined in the "Terms and Conditions of the Securities" below or elsewhere in this Base Prospectus have the same meanings in this section, unless otherwise stated.

RISK FACTORS

Risks relating to the Issuer

The Group is exposed to a number of risks, the categories of which are credit risk, market risk, liquidity risk, operational risk, insurance risk and pension risk

The Group is exposed to a number of risks, which it manages at different organisational levels. The categories of risk are as follows:

- Credit risk: Credit risk is the risk of losses arising because debtors or counterparties fail to meet all or part of their payment obligations. Credit risk includes the risk of losses if a sovereign state encounters financial difficulties, or losses because of political decisions on nationalisation and expropriation, for example.
- Market risk: Market risk is defined as the risk of losses because the fair value of financial assets, liabilities and off-balance-sheet items varies with market conditions.
- Liquidity risk: Liquidity risk is the risk of losses arising because:
 - funding costs become excessive;
 - a lack of funding prevents the Group from maintaining its current business model; or
 - a lack of funding prevents the Group from fulfilling its payment obligations.
- Operational risk: Operational risk is the risk of losses resulting from inadequate internal procedures, human or system errors, or external events. Operational risk includes legal risk.
- Insurance risk: Insurance risk in the Group is defined as all types of risk in the Danica group (which consists of the Issuer's subsidiary, Forsikringselskabet Danica, Skadeforsikringsaktieselskab af 1999, which is the parent company of Danica Pension Livsforsikringsaktieselskab and its respective subsidiaries), including market risk, and life insurance risk.
- Pension risk: Pension risk arises because of the Group's liability for defined benefit pension plans. Valuation is uncertain because this type of pension plan entails protracted liabilities and is based on actuarial assumptions. Pension risk includes, *inter alia*, risks of the following:
 - lower-than-expected returns on invested funds;
 - changes in actuarial assumptions, including the assumptions about the discount rate and inflation, that cause an increase in the pension obligations; or
 - longer-than-expected longevity among members of the plan.

Regulatory changes could materially affect the Issuer's business

The Issuer is subject to financial services laws, regulations, administrative actions and policies in Denmark and in each other jurisdiction in which the Issuer carries on business. Changes in supervision and regulation, in particular in Denmark, could materially affect the Issuer's business, the products and services offered or the value of its assets. Although the Issuer works closely with its regulators and continually monitors the situation, future changes in regulation, fiscal or other policies can be unpredictable and are beyond the control of the Issuer.

The Issuer is subject to risks as a result of implementation of the European Banking Union. The Group has entities both within and outside the eurozone. Accordingly, these risks could include the outcome of the ECB asset quality review to be performed in 2014 on entities within the eurozone as well as the manner in which the Danish Financial Supervisory Authority (the "DFSA") may implement a similar review of the Group.

The Issuer will face increased capital and liquidity requirements as a result of the new Basel III Framework

The final versions of the Regulation of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the “**CRR**”) and the Directive of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the “**CRD IV Directive**”) were adopted in June 2013. The CRR entered into force on 1 January 2014, and the CRD IV Directive is anticipated to be implemented in Denmark in 2014. The framework implements among other things the Basel Committee on Banking Supervision’s proposals imposing stricter capital and liquidity requirements upon banks (“**Basel III**”) in the EU. Each of the CRR and the CRD IV Directive covers a wide range of prudent requirements for banks across EU member states, including capital requirements, stricter and aligned definitions of capital, risk-weighted assets (“**RWA**”), leverage ratio, large exposure framework and liquidity and funding requirements. The CRD IV Directive covers the overall supervisory framework for banks (including the individual risk assessment) and other measures such as the combined capital buffer requirements, SIFI (as defined below) definition, governance and remuneration requirements.

The regulatory impact on the Issuer’s common equity tier 1 is expected to be moderate (-1.9 percentage points as of 1 January 2014) and will arise from the changed rules of deductions. The new rules will also have a moderate impact on the RWA. According to the CRR, instruments that no longer qualify as additional tier 1 and tier 2 capital shall be subject to grandfathering, which means that such instruments will be phased out during a 10-year period.

CRD IV includes a requirement for credit institutions to calculate, report and monitor their leverage ratios, defined as tier 1 capital as a percentage of total exposure. The leverage ratios will be assessed under Pillar II (as defined in CRD IV) pending a subsequent political decision in the European Union on whether this should be a Pillar I (as defined in CRD IV).

The CRD IV Directive will come into force through implementation in the Danish Financial Business Act, whereas the CRR applies directly without implementation in national law. The phase-in of the capital requirements will follow the path in the CRR until 2018 unless required earlier in applicable Danish legislation. The European Banking Authority (“**EBA**”) will propose detailed rules through binding technical standards during the period 2014 to 2016 for many areas including, *inter alia*, liquidity requirements and certain aspects of capital requirements.

For each systemically important financial institution (“**SIFI**”), there will be additional capital requirements beyond the minimum requirements. In October 2013 a political agreement on SIFI requirements was reached in Denmark. In the agreement, which is expected to be implemented into Danish law in 2014, the Issuer has been designated as a SIFI. According to the agreement, this will require the Issuer to comply with an additional CET1 (as defined below) capital requirement of 3 per cent. The intention is for the capital requirements imposed on Danish SIFIs to be on a par with the requirements set in other comparable European countries. Accordingly the final level of the Danish SIFI capital requirements will be assessed no later than 2017 after evaluating these other countries’ final requirements. Regulations for the crisis management of Danish SIFIs and other banks and mortgage-credit institutions will not be established until forthcoming common EU crisis management regulations have been agreed upon, in particular the RRD and SRM (both as defined below) proposals, including whether there should be additional requirements for Danish banks to issue debt that can be bailed-in. The agreement specifically states that it is not the intention that Danish SIFIs shall be resolved pursuant to Bank Package III (as defined in “Description of the Danske Bank Group” below). A position on the Liquidity Coverage Ratio (“**LCR**”) requirement for Danish SIFIs awaits the European Commission’s decision in 2014 on the final definition of the LCR requirement, including clarification of which assets can be used in complying with the LCR requirement, in particular whether Danish covered bonds can be used. All SIFIs must comply with the LCR requirement by 2015.

The Group may have to pay additional amounts under deposit guarantee schemes or resolution funds

In Denmark and other jurisdictions, deposit guarantee schemes and similar funds (“**Deposit Guarantee Schemes**”) have been implemented from which compensation for deposits may become payable to customers of financial services firms in the event a financial services firm is unable to pay, or unlikely to

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pay, claims against it. In most jurisdictions in which the Group operates, these Deposit Guarantee Schemes are funded, directly or indirectly, by financial services firms which operate and/or are licensed in the relevant jurisdiction. Revised legislation regarding the Danish Deposit Guarantee Scheme (Bank Package IV (as defined below) and the Deposit Guarantee Scheme Directive) redefines the Danish scheme as a premium based scheme such that the participating banks' payments to the scheme will be more stable every year in profit and loss terms. The premium payments will stop when a target level of 1 per cent. of covered net deposits has been reached. The future target level of funds to be accumulated in Deposit Guarantee Schemes and resolution funds across different EU countries may exceed the minimum target levels provided for in the RRD, the proposal for a repeal and recast of Directive 94/19/EC (the "**revised Deposit Guarantee Schemes Directive**") and in discussions on a single resolution fund according to the proposal for a regulation establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund published by the European Commission on 10 July 2013 (the "**SRM**") (the latter of which will be relevant should Denmark choose to participate in the Single Resolution Mechanism). The final texts of the RRD, the revised Deposit Guarantee Schemes Directive and the SRM are anticipated to be published in the first half of 2014, to be followed by entry into force of each of those proposals and the transposition into national legislation of the RRD and the revised Deposit Guarantee Schemes Directive.

The Group may be affected by general economic and geopolitical conditions

The financial services industry generally prospers in conditions of economic growth, stable geopolitical conditions, capital markets that are transparent, liquid and buoyant, and positive investor sentiment. Each of the Group's operating segments is affected by general economic and geopolitical conditions, which can cause the Group's results of operations and financial position to fluctuate from year to year as well as on a long-term basis.

The Danish economy picked up throughout 2013. Gross domestic product rose in the second and third quarters, and economic indicators suggest that growth continued towards the end of the year. Growth was stimulated by increasing exports, real wage growth and low interest rates. Exports are expected to continue to increase in 2014. Housing prices started to rise, but the turnaround is weak and the housing market remains a risk factor.

The Swedish economy did not grow in 2013. Survey data indicates that it might expand in 2014 because of the outlook for higher global growth. Housing prices have risen sharply in recent years, and even taking into account the strong underlying economy, the high prices pose a risk of corrections in the years ahead.

The Norwegian economy remains strong, but growth has slowed markedly because of lower oil prices and a lacklustre housing market. As oil prices remain high, despite a drop from their peak, the deceleration is expected to be temporary. Export growth and a continuation of strong domestic demand are expected to underpin the economy. Housing prices fell in the second half of 2013, and the possibility of a further decline is a risk factor.

The Finnish economy saw economic contraction again in 2013 because of weak exports and a tight fiscal policy. Housing prices have been quite flat. The Group expects a slight pickup in growth in 2014.

In Northern Ireland, the Group saw low growth in 2013. The Irish economy is still fragile, but the Irish government has decided to exit the eurozone bailout programme without a European Stability Mechanism precautionary backstop as the public deficit has been reduced significantly. Housing prices appear to have bottomed out at 50 per cent. below their peak and have now started to rise.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

An active secondary market in respect of the Securities may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Securities

Unless Danske Bank acts as market maker for an issue of Securities (see “Market Making Obligation” below), such Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Securities that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Securities generally would have a more limited secondary market and more price volatility than conventional securities. Illiquidity may have a severely adverse effect on the market value of Securities. See also “*The Group may be affected by general economic and geopolitical conditions*” above.

If an investor holds Securities 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. In addition, the imposition of exchange controls in relation to any Securities could result in an investor not receiving payments on those Securities

The Issuer will pay cash amounts in respect of the Securities in the Settlement Currency. This presents certain risks relating to currency conversions if an investor’s financial activities are undertaken principally in a currency or currency unit (the “**Investor’s Currency**”) other than the Settlement Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Settlement Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency or the Settlement Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Settlement Currency would decrease (i) the Investor’s Currency-equivalent value of any such cash amount and (ii) the Investor’s Currency-equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Securities. As a result, investors may receive less than expected, or nothing, as measured in the Investor’s Currency.

The market value of Securities will be influenced by factors separate to the creditworthiness of the Issuer

The market value of an issue of Securities will be affected by a number of factors independent of the creditworthiness of the Issuer, including, but not limited to:

- (i) the value, volatility and implied volatility of the Reference Item(s);
- (ii) where the Reference Item(s) is/are equity securities, the dividend yield on the Reference Item(s) and the financial results and prospects of the issuer of each Reference Item;
- (iii) market interest and yield rates;
- (iv) fluctuations in exchange rates;
- (v) liquidity of the Securities or any Reference Item(s) in the secondary market;
- (vi) the time remaining to expiration;
- (vii) economic, financial and political events in one or more jurisdictions, including factors affecting capital markets generally and the stock exchange(s) on which any Reference Item may be traded.

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Potential investors in Securities should note, in particular, that relatively small movements in the market value of Reference Item(s) could have a considerable impact on the market value of such Securities. The price at which a Securityholder will be able to sell any Securities prior to their expiration may be at a discount, which could be substantial, to the market value of such Securities on the issue date, if, at such time, the market price of the Reference Item(s) is below, equal to or not sufficiently above the market price of the Reference Item(s) on the issue date – see also “Market Making Obligation” below. The historical market prices of any Reference Item should not be taken as an indication of such Reference Item’s future performance during the term of any Security.

Credit ratings assigned to the Issuer or any of its debt or other securities may not reflect all the risks associated with an investment in Securities and may be lowered, withdrawn or not maintained

The value of Securities is expected to be affected, in part, by investors’ general appraisal of the Issuer’s creditworthiness. Such perceptions are generally influenced by the ratings accorded to the Issuer’s outstanding securities by standard statistical rating services. Any rating agency may lower its rating or withdraw its rating if, in the sole judgement of the rating agency, the credit quality of the relevant outstanding debt securities of the Issuer has declined or is in question. If any rating accorded to outstanding debt securities of the Issuer by one of these rating agencies is lowered, withdrawn or not maintained, it could result in a reduction in the trading value of Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

The Issuer is exposed to changing methodology by rating agencies

The Issuer is exposed to changes in the rating methodologies applied by rating agencies. Any adverse changes of such methodologies may materially and adversely affect the Issuer's operations or financial condition, the Issuer's willingness or ability to leave individual transactions outstanding and adversely affect the Issuer's capital market standing.

Factors which are material for the purpose of assessing the market risks associated with Securities issued under the Programme

The Securities may not be a suitable investment for all investors

Each potential investor in Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Securities, the merits and risks of investing in the relevant Securities and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement to this Base Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Securities and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities with amounts payable on settlement in one or more currencies, or where the currency for payments is different from the currency in which such potential investor’s financial activities are principally undertaken;
- (iv) understand thoroughly the terms of the relevant Securities and be familiar with the behaviour of any relevant indices and financial markets; and

- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

In addition an investment in the Securities linked to one or more Reference Item(s), may entail significant risks not associated with investments in a conventional security such as a debt or equity security, including but not limited to, the risks set out in “Risks related to the structure of a particular issue of Securities” set out below.

Securities are complex financial instruments and may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the investor’s overall portfolio. A potential investor should not invest in Securities unless it has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of such Securities and the impact this investment will have on the potential investor’s overall investment portfolio.

Risks related to the structure of a particular issue of Securities

An investment in Securities may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including but not limited to the risks set out in this section “Risks related to the structure of a particular issue of Securities”. The amount paid by the Issuer on settlement of such Securities may be less than the purchase price of the Securities and may in certain circumstances be zero.

A wide range of Securities may be issued under the Programme. A number of these Securities may have features which contain particular risks for potential investors. Set out below is a description of the most common of such features:

Risks relating to Securities linked to Reference Items

The relevant Final Terms will contain information relating to any underlying index, basket of indices, futures contract, basket of futures contracts, equity security or basket of equity securities (each a “**Reference Item**”) to which the relevant Securities relate and which is contained in such Final Terms.

Securities involve a high degree of risk.

Prospective investors should note that, as the Securities include option-style features, an investment in Securities may entail significant risks not associated with investments in conventional securities such as debt or equity securities. Prospective investors should therefore understand the risks of transactions involving Securities and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Securities in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Securities and the particular Reference Item(s) to which the value of, or payments in respect of, the relevant Securities may relate, as specified in the relevant Final Terms.

The risk of the loss of some or all of the purchase price of a Security upon settlement means that, in order to recover and realise a return upon his or her investment, an investor in a Security must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Reference Item(s).

Securities represent an investment linked to the economic performance of the Reference Item(s) specified in the relevant Final Terms and prospective investors should note that the return (if any) on their investment in the relevant Securities will depend upon the performance of such Reference Item(s). Potential investors should also note that whilst the market value of Securities is linked to such Reference Item(s) and

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will be influenced (positively or negatively) by such Reference Item(s), any change may not be comparable and may be disproportionate. It is impossible to predict how the level of the relevant Reference Item(s) will vary over time. In contrast to a direct investment in the relevant Reference Item(s), Securities represent the right to receive payment of the relevant cash amount on the relevant Cash Settlement Date which will be determined by reference to the performance of the relevant Reference Item(s). The Terms and Conditions of the Securities will set out the provisions for the determination of any cash amount.

PROSPECTIVE INVESTORS MUST REVIEW THE RELEVANT FINAL TERMS TO ASCERTAIN WHAT THE RELEVANT REFERENCE ITEM(S) ARE AND TO SEE HOW ANY CASH AMOUNTS ARE PAYABLE AND WHEN ANY SUCH AMOUNTS ARE PAYABLE BEFORE MAKING ANY DECISION TO PURCHASE ANY SECURITIES. SECURITIES HAVE NO GUARANTEED RETURN AND MAY EXPIRE WORTHLESS.

Fluctuations in the value and/or volatility of the relevant Reference Item(s) may affect the value of the relevant Securities. Investors in Securities may risk losing their entire investment if the value of the relevant Reference Item(s) does not move in the anticipated direction.

There is no return on Securities other than the potential payment of the relevant cash amount on the Cash Settlement Date.

Other factors which may influence the market value of Securities include interest rates, potential dividend or interest payments (as applicable) in respect of the relevant Reference Item(s), changes in the method of calculating the level of the relevant Reference Item(s) from time to time and market expectations regarding the future performance of the relevant Reference Item(s), its composition and such Securities.

If any of the relevant Reference Item(s) is an index, the value of such Reference Item on any day will reflect the value of its constituents on such day. Changes in the composition of such Reference Item and factors (including those described above) which either affect or may affect the value of the constituents, will affect the value of such Reference Item and therefore may affect the return on an investment in Securities.

The Issuer may issue several issues of Securities relating to particular Reference Item(s). However, no assurance can be given that the Issuer will issue any Securities other than the Securities to which the relevant Final Terms relate. At any given time, the number of Securities outstanding may be substantial. Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the Reference Item(s) to which such Securities relate.

Open Ended Securities do not have a pre-defined expiration date and the Securities will only be terminated and cash settlement amounts in respect of the Securities paid on a day determined at the discretion of the Issuer

Open Ended Securities do not have a pre-defined expiration date and may only be terminated at the discretion of the Issuer. The Issuer may be expected to terminate the Securities at a time when it determines that the Cash Settlement Amount is likely to increase in the future or where the Cash Settlement Amount has decreased compared to amounts it would have been obliged to pay in the past, which would result in the investor receiving less than it might have received had the Issuer terminated the Securities at any other time. In addition, investors should consider that, at the time that the Issuer is likely to terminate the Securities, the market may not be favourable to investors and investors should consider their reinvestment risk in light of other investments available at that time.

On the termination of Open Ended Securities, such Securities will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Securities will end immediately.

Payments of cash amounts in respect of Index-Linked Securities may be made at different times than expected

The Issuer may issue Securities where the cash amount payable on settlement is dependent upon the level, or changes in the level, of an index or a basket of indices (“**Index-Linked Securities**”).

Potential investors in any such Securities should be aware that, depending on the terms of the Index-Linked Securities (i) payment of any cash amount may occur at a different time than expected and (ii) they may lose all or a substantial portion of their investment. In addition, movements in the level of the index or basket of indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an index or result of a formula, the greater the effect on yield.

If any cash amount payable in respect of Index-Linked Securities (other than Certificates Bull or Certificates Bear) is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices on such cash amount will be magnified. If any such cash amount is determined in conjunction with a multiplier less than one, the effect of changes in the level of the relevant index or indices on such cash amount will be reduced. If any cash amount payable in respect of Index-Linked Securities which are Certificates Bull or Certificates Bear is determined in conjunction with a multiplier greater than one (in respect of a Certificate Bull) or lower than minus one (in respect of a Certificate Bear) or by reference to some other leverage factor, the effect of changes in the level of the index or indices on such amounts will be magnified. If any such cash amount is determined in conjunction with a multiplier less than one (in respect of a Certificate Bull) or greater than minus one (in respect of a Certificate Bear), the effect of changes in the level of the relevant index or indices on such cash amount will be reduced.

The Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay settlement. Prospective purchasers should review the Terms and Conditions of the Securities to ascertain whether and how such provisions apply to the Securities.

If an Index Adjustment Event (being, in summary, a material change in the formula for or the method of calculating a relevant index, any other material modification of the relevant index, a cancellation of the relevant index or a failure to calculate and announce a relevant index) occurs, prospective purchasers should note that, at the Issuer’s option, the terms of the Securities may be subject to adjustment, the relevant index may be substituted by a replacement index or the Issuer may cancel the Securities and pay the fair market value of each Security on the date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent. Investors should note that any such amount may be zero.

The market price of such Securities may be volatile and may be affected by the time remaining to the expiration date and the volatility of the level of the index or indices. The level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded.

Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant securities comprising any index or indices to which such Securities relate.

The rules of an index may specify that the relevant index is either a “price return” or a “total return” index. The level of a “price return” index is determined using only the price movements of its constituents without, except in certain circumstances (e.g. in relation to capital repayments and extraordinary dividends), taking into account dividend payments and other distributions relating to such constituents. The level of a

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“total return” index is determined using the price movements of its constituents but also takes into account dividends, interest, rights offerings and other distributions relating to such constituents. Depending on the rules of the relevant index, certain “total return” indices, may not fully reflect distributions relating to their components in the level of the index and investors should review the relevant index rules to determine the extent to which any distributions are taken into account. Investors should note that, Index-Linked Securities which relate to one or more “price return” indices may not reflect the return an investor would realise through direct ownership of the components of such indices and the level of any such index may fall (all other circumstances being equal) when distributions are paid in respect of any components as the traded price of the relevant component will decrease on the ex-dividend date by an amount equal to the dividend paid (as the market will price this into the traded price of the relevant component).

Payments of cash amounts in respect of Futures-Linked Securities may be made at different times than expected

The Issuer may issue Securities where the cash amount payable on settlement is dependent upon the price of, or changes in the price of, a futures contract or a basket of futures contracts (“**Futures-Linked Securities**”).

Potential investors in any such Securities should be aware that, depending on the terms of the Futures-Linked Securities (i) payment of any cash amount may occur at a different time than expected and (ii) they may lose all or a substantial portion of their investment. In addition, movements in the price of the futures contract or basket of futures contracts may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or relevant indices and the timing of changes in the relevant price of the futures contract or futures contracts may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the futures contract or futures contracts, the greater the effect on yield.

Futures contracts have a predetermined expiration date, i.e. a date on which trading of the futures contract ceases. “Rolling” a futures contract means that if such futures contract is nearing expiration (the “first futures contract”), it is “rolled” (or exchanged), before it expires, into (or for) the futures contract that has an expiration date further in the future nearest to the expiration date of the first futures contract (the “second futures contract”). If so specified in the relevant Final Terms, Securities linked to a futures contract will apply on-going “rolling” of a futures contract due to expire into a futures contract not so due to expire as provided above in order to maintain an on-going exposure to a futures contract and the relevant related asset.

“Rolling” can affect the value of Futures-Linked Securities in a number of ways, including that, where there are extreme market conditions on a roll date (including, without limitation, a “squeeze in the market”, meaning that there is a very high demand for a particular futures contract), this may result in a greater price differential between the relevant first futures contract and the relevant second futures contract than may otherwise be the case under more normal market conditions which may affect the value of the relevant Securities.

If any cash amount payable in respect of Futures-Linked Securities (other than Certificates Bull or Certificates Bear) is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the futures contract or futures contracts on such cash amount will be magnified. If any such cash amount is determined in conjunction with a multiplier less than one, the effect of changes in the price of the relevant futures contract or futures contracts on such cash amount will be reduced. If any cash amount payable in respect of Futures-Linked Securities which are Certificates Bull or Certificates is determined in conjunction with a multiplier greater than one (in respect of a Certificate Bull) or lower than minus one (in respect of a Certificate Bear) or by reference to some other leverage factor, the effect of changes in the price of the futures contract or futures contracts on such amounts will be magnified. If any such cash amount is determined in conjunction with a multiplier less than one (in respect of a Certificate Bull) or greater than minus one (in respect of a Certificate Bear), the effect of changes in the price of the relevant futures contract or futures contracts on such cash amount will be reduced.

The Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay settlement. Prospective purchasers should review the Terms and Conditions of the Securities to ascertain whether and how such provisions apply to the Securities.

If a Futures Adjustment Event (being, in summary, a de-listing, a permanent discontinuation of trading in or the disappearance or unavailability of, or of trading in, a relevant futures contract, a material modification of a relevant futures contract, a material change in the formula for or method of calculating the price of a relevant futures contract or certain events affecting the asset to which the relevant futures contract relates (including, the occurrence of a banking moratorium in a relevant jurisdiction or the bid/offer spread of such asset materially increases or liquidity in such asset materially reduces or the occurrence of any other material event beyond the reasonable control of the Issuer occurs that prevents or limits transactions in such asset)) occurs, prospective purchasers should note that, at the Issuer's option, the terms of the Securities may be subject to adjustment or the Issuer may cancel the Securities and pay the fair market value of each Security on the date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent. Investors should note that any such amount may be zero.

The market price of such Securities may be volatile and may be affected by the time remaining to the expiration date and the volatility of the price of the futures contract or futures contracts. The price of the futures contract or futures contracts may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any such futures contract may be traded.

Holder will not have any rights with respect to the relevant futures contract to which such Securities relate.

Payments of cash amounts in respect of Equity-Linked Securities may be made at different times than expected

The Issuer may issue Securities where the cash amount payable on settlement is dependent upon the price of or changes in the price of an equity security or a basket of equity securities ("**Equity-Linked Securities**").

Potential investors in any such Securities should be aware that, depending on the terms of the Equity-Linked Securities (i) payment of any cash amounts may occur at a different time than expected and (ii) they may lose all or a substantial portion of their investment. In addition, movements in the price of the equity security or basket of equity securities may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the equity security or equity securities may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the equity security or equity securities, the greater the effect on yield.

If any cash amount payable in respect of Equity-Linked Securities (other than Certificates Bull or Certificates Bear) is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the equity security or equity securities on such amounts will be magnified. If any such cash amount is determined in conjunction with a multiplier less than one, the effect of changes in the price of the relevant equity security or equity securities on such cash amount will be reduced. If any cash amount payable in respect of Equity-Linked Securities which are Certificates Bull or Certificates Bear is determined in conjunction with a multiplier greater than one (in respect of a Certificate Bull) or lower than minus one (in respect of a Certificate Bear) or by reference to some other leverage factor, the effect of changes in the price of the equity security or equity securities on such amounts will be magnified. If any such cash amount is determined in conjunction with a multiplier less than one (in

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respect of a Certificate Bull) or greater than minus one (in respect of a Certificate Bear), the effect of changes in the price of the relevant equity security or equity securities on such cash amount will be reduced.

The Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay settlement. Prospective purchasers should review the Terms and Conditions of the Securities to ascertain whether and how such provisions apply to the Securities.

If a "Potential Adjustment Event" (being, in summary, certain corporate events which may have a diluting, concentrative or other effect on the theoretical value of the relevant equity securities) and/or an "Extraordinary Event" (being, in summary, a de-listing, a merger event, a tender offer, a nationalisation or an insolvency, in each case, affecting the relevant equity securities) occurs, prospective purchasers should note that the terms of the Securities may be subject to adjustment or, if an "Extraordinary Event" occurs, the Issuer may cancel the Securities and pay the fair market value of each Security on the date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent. Investors should note that any such amount may be zero.

In respect of Equity-Linked Securities relating to an equity security or equity securities originally quoted, listed and/or dealt as of the date of the relevant Final Terms in respect of the first Tranche of the Securities or, if a Trade Date is specified in the relevant Final Terms, the Trade Date, in a currency of a member state of the European Union that has not adopted the single currency in accordance with the Treaty on the Functioning of the European Union, as amended, if such equity security or equity securities is/are at any time after the date of such Final Terms or, if a Trade Date is specified in the relevant Final Terms, the Trade Date, quoted, listed and/or dealt exclusively in euro on the relevant Exchange, prospective purchasers should note that the Calculation Agent will adjust any one or more of the terms of the Terms and Conditions of the Securities as the Calculation Agent determines to be appropriate to preserve the economic terms of the Securities. Prospective purchasers should also note that the Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the relevant Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the relevant Valuation Time.

The market price of such Securities may be volatile and may be affected by the time remaining to the expiration date, the volatility of the equity security or equity securities, the dividend rate (if any) and the financial results and prospects of the issuer or issuers of the relevant equity security or equity securities as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such securities may be traded.

In the case of Equity-Linked Securities, no issuer of relevant equity securities will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Securities and neither the Issuer nor any Dealer will make any investigation or enquiry in connection with such offering with respect to the information concerning any issuer of such equity securities contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available documents described in this paragraph or in any relevant Final Terms) that would affect the trading price of the relevant equity securities will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning any relevant issuer of equity securities could affect the trading price of the relevant equity securities and therefore the trading price of the Securities.

Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant equity securities to which such Securities relate.

The terms of the Securities may be subject to adjustment or the Securities may be cancelled upon the occurrence of any Additional Disruption Events

If an “Additional Disruption Event” (being (i) a change in law and (ii) certain disruption events affecting the hedging activities of the Issuer and/or any of its Affiliates and/or any Hedging Party, being any hedging disruption, increased cost of hedging, increased cost of stock borrow, insolvency filing (in the case of Equity-Linked Securities only) and/or loss of stock borrow, in each case, if specified as applicable in the relevant Final Terms and as further described in General Condition 9.4(ii)) occurs, the terms of the Securities will be subject to adjustment or the Securities may be cancelled upon the occurrence of any such Additional Disruption Events and the Issuer will pay the fair market value of each Security on the date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent. Investors should note that any such amount may be zero. If the Securities are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system or are offered in the European Economic Area (the “EEA”) in circumstances where a prospectus is required to be published under the Prospectus Directive, “Additional Disruption Events” may only include a change in law and (if specified as applicable in the relevant Final Terms and in relation to Equity-Linked Securities only) an insolvency filing in relation to an equity issuer.

The Issuer may cancel Securities of a particular Series in the case of illegality in relation to its obligations under such Series of Securities

In the event that the Calculation Agent determines in good faith that the performance of the Issuer’s obligations under a Series of Securities or that any arrangements made to hedge the Issuer’s obligations under such Securities has or will become unlawful, illegal, or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive, or in the interpretation thereof, the Issuer may, having given notice to Securityholders, cancel all, but not some only, of the Securities of such Series and, will pay the fair market value of each such Security on the date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its Affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent. Investors should note that any such amount may be zero.

The value of a Security may be affected by a change in currency exchange rates

The value of a Security may be affected by changes in currency exchange rates if (a) where the relevant Reference Item(s) are not indices, the relevant Reference Item(s) is/are denominated or quoted in a different currency from the relevant Settlement Currency or (ii) where the relevant Reference Item(s) is/are indices, where the relevant Index Currency is different from the relevant Settlement Currency and, in either case, the Cash Settlement Amount is therefore determined by reference to an exchange rate.

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The price of a Call Warrant or a Put Warrant will be influenced by changes in the value of the Reference Item(s) linked to such Security

The price of a Call Warrant or a Put Warrant during its term will be affected by changes in the value of the Reference Item(s) linked to such Security. How much fluctuations in the value of the relevant Reference Item(s) affect the value of a Call or a Put Warrant will depend on how high or low the value of the relevant Reference Item(s) is in relation to the relevant Strike Price. The higher, in respect of a Call Warrant, or lower, in respect of a Put Warrant, the value of the relevant Reference Item(s) is compared to the Strike Price, the greater the impact on the value of the Call Warrant or the Put Warrant. The value of a Call Warrant or a Put Warrant will, however, not fluctuate more than the relevant Reference Item(s) provided that the multiplier is 1. The different factors affecting the price of a Call Warrant or a Put Warrant during its term are described below in “Description of Specific Securities”.

Compared to a direct investment in the relevant Reference Item(s), the return on an investment in a Call Warrant or a Put Warrant can be substantially higher than on a direct investment in the relevant Reference Item(s) but there is also a risk that investors will sustain a loss of their entire investment, as described below. See the examples to illustrate the leverage effect in Call Warrants or Put Warrants during their term in “Description of Specific Securities – Call Warrants and Put Warrants” below.

If the relevant Final Price is equal to or lower than, in respect of a Call Warrant, or equal to or higher than, in respect of a Put Warrant, the relevant Strike Price, the relevant Security will expire worthless. There is therefore a risk that investors will sustain a loss of their entire investment.

The price of a Turbo Call Warrant or a Turbo Put Warrant will be affected by changes in the value of the Reference Item(s) linked to such Security

Changes in the price of a Turbo Call Warrant or a Turbo Put Warrant during its term will follow changes in the value of the Reference Item(s) linked to such Security. However, relative to the amount invested, the value of a Turbo Call Warrant or a Turbo Put Warrant is affected more by fluctuations in the value of the relevant Reference Item(s) than the value of a direct investment in the relevant Reference Item(s) is affected by such fluctuations. In other words, an investment in such a Security involves a leveraged effect compared to a direct investment in the relevant Reference Item(s). Investors should therefore closely monitor changes in the price of a Turbo Call Warrant or a Turbo Put Warrant during the term of their investment. The different factors affecting the price of a Turbo Call Warrant or a Turbo Put Warrant during its term are described below in “Description of Specific Securities”.

If the relevant Final Price is equal to or lower than, in respect of a Turbo Call Warrant, or equal to or higher than, in respect of a Turbo Put Warrant, the relevant Strike Price, the relevant Security will expire worthless. There is therefore a risk that investors will sustain a loss of their entire investment.

An investment in a Turbo Call Warrant or a Turbo Put Warrant also involves the risk that such a Security will terminate early if the value of the relevant Reference Item(s) determined in accordance with the Terms and Conditions of the Securities is at any time lower than or equal to, in respect of a Turbo Call Warrant, or higher than or equal to, in respect of a Turbo Put Warrant, the relevant Barrier Level specified in the relevant Final Terms (an “**Early Termination Event**”). If an Early Termination Event occurs, such Security will automatically expire on the date on which the Early Termination Event occurs and the Cash Settlement Amount, determined in accordance with the Terms and Conditions of the Securities will be payable. On the occurrence of an Early Termination Event, the relevant Securities will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Securities will end immediately.

The price of a Certificate Up or a Certificate Down may be affected by changes in the value of the relevant Reference Item(s) linked to such Security

The price of a Certificate Up during its term will follow changes in the value of the relevant Reference Item(s) as long as the value of such Reference Item(s) is above the relevant Strike Price. If the relevant Final Price is equal to or lower than the relevant Strike Price, the relevant Certificates Up will expire worthless. There is therefore a risk that investors may sustain a loss of their entire investment. The different factors affecting the price of a Certificate Up during its term are described below in “Description of Specific Securities”.

The price of a Certificate Down during its term, on the other hand, increases if the value of the relevant Reference Item(s) decreases, and the price decreases if the value of the relevant Reference Item(s) increases. If the relevant Final Price is equal to or higher than the relevant Strike Price, the relevant Certificate Down will expire worthless. There is therefore a risk that investors may sustain a loss of their entire investment. The different factors affecting the price of a Certificate Down during its term are described below in “Description of Specific Securities”.

If “Early Termination” is specified as applicable in the relevant Final Terms, an investment in a Certificate Up or a Certificate Down also involves the risk that such a Security will terminate early if the value of the relevant Reference Item(s) determined in accordance with the Terms and Conditions of the Securities is at any time lower than or equal to, in respect of a Certificate Up, or higher than or equal to, in respect of a Certificate Down, the relevant Barrier Level specified in the relevant Final Terms (an “**Early Termination Event**”). If an Early Termination Event occurs, the Certificate Up or the Certificate Down will automatically expire on the date on which the Early Termination Event occurs and the Cash Settlement Amount, determined in accordance with the Terms and Conditions of the Securities, as completed by the relevant Final Terms, will be payable. On the occurrence of an Early Termination Event, the relevant Securities will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Securities will end immediately.

The price of a Covered Call Certificate will follow changes in the value of the relevant Reference Item(s) linked to such Security until a certain level is reached

The price of a Covered Call Certificate during its term will follow changes in the value of the relevant Reference Item(s) until a certain level (the “**Cap Level**”) is reached. If the value of the relevant Reference Item(s) decreases, the value of the relevant Covered Call Certificate will decrease correspondingly. If the value of the relevant Reference Item(s) increases and reaches the relevant Cap Level, there will be no further increase in the value of the relevant Covered Call Certificate, even if the value of the relevant Reference Item(s) is higher than the relevant Cap Level. If the relevant Cap Level is reached during the term of the relevant Covered Call Certificate, the value of such Covered Call Certificate may subsequently decline if the value of the relevant Reference Item(s) subsequently falls prior to the expiration of relevant Covered Call Certificates.

The return on an investment in a Covered Call Certificate is consequently limited to the level of the relevant Cap Level and an investor may sustain a loss of part or all of his investment if the relevant Final Price is less than the amount originally invested in such Covered Call Certificate.

The price of a Certificate Bull or a Certificate Bear will be affected by changes in the value of the relevant Reference Item(s) linked to such Security

The price of a Certificate Bull or Certificate Bear during its term will follow the changes in the value of the relevant Reference Item(s). The price of a Certificate Bull increases if the value of the Reference Item(s) increases, and the price decreases if the value of the Reference Item(s) decreases. The price of a Certificate Bear, on the other hand, decreases if the value of the Reference Item(s) increases, and the price increases if the value of the Reference Item(s) decreases. If the accumulated value of the Certificate Bull or

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Certificate Bear depreciates during its term, the Cash Settlement Amount may be less than the amount invested and there is also a risk that an investor will sustain a loss of his entire investment.

A management fee reflecting the Issuer's costs of administration and/or hedging in respect of the relevant Securities will be deducted from the base interest rate on a daily basis during the term of the Certificate Bull or Certificate Bear. The relevant management fee on the issue date will be specified in the relevant Final Terms and may subsequently be increased or decreased by the Issuer if such costs of administration and/or hedging change, however, the management fee shall never be greater than the maximum management fee specified in the relevant Final Terms. If the management fee is increased, the price of the Certificate Bull or Certificate Bear may be negatively affected.

If, at any time on any Reference Date, the percentage decrease (in the case of Certificates Bull) or increase (in the case of Certificates Bear) in value of the Reference Item(s) in respect of a Certificate Bull or Certificate Bear compared to the Reference Price on the previous Reference Date is more than or equal to the percentage specified in the relevant Final Terms (an "**Early Termination Event**"), the Securities will expire worthless on the date on which the Early Termination Event occurs, the Cash Settlement Amount shall be zero and investors will sustain a loss of their entire investment.

The Issuer may designate an Early Termination Date prior to the Scheduled Expiration Date specified in the relevant Final Terms for any reason by giving notice to investors and specifying the relevant Early Termination Date in such notice (such an event, also an "**Early Termination Event**"). Such Early Termination Date may be designated to be at any time during the period from (and including) the day falling 15 Business Days after the date of the relevant notice to (but excluding) the Scheduled Expiration Date. If the Issuer so designates an Early Termination Date, the Certificates Bull or Certificates Bear, as the case may be, will automatically expire on the Early Termination Date and the Cash Settlement Amount, determined in accordance with the Terms and Conditions of the Securities will be payable.

On the occurrence of an Early Termination Event, the relevant Securities will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Securities will end immediately.

The price of a Mini-Future Certificate Long or a Mini-Future Certificate Short will follow changes in the value of the relevant Reference Item(s) linked to such Security

Changes in the price of a Mini-Future Certificate Long or a Mini-Future Certificate Short during its term will follow changes in the value of the Reference Item(s) linked to such Security. However, relative to the amount invested, the value of a Mini-Future Certificate Long or a Mini-Future Certificate Short is affected more by fluctuations in the value of the relevant Reference Item(s) than the value of a direct investment in the relevant Reference Item(s) is affected by such fluctuations. In other words, an investment in such a Security involves a leveraged effect compared to a direct investment in the relevant Reference Item(s). Investors should therefore closely monitor changes in the price of a Mini-Future Certificate Long or a Mini-Future Certificate Short during the term of their investment. The different factors affecting the price of a Mini-Future Certificate Long or a Mini-Future Certificate Short during its term are described below in "Description of Specific Securities".

If the relevant Final Price is equal to or lower than, in respect of a Mini-Future Certificate Long, or equal to or higher than, in respect of a Mini-Future Certificate Short, the relevant Financing Level, the relevant Security will expire worthless. There is therefore a risk that investors will sustain a loss of their entire investment.

An investment in a Mini-Future Certificate Long or a Mini-Future Certificate Short also involves the risk that such a Security will terminate early if the value of the relevant Reference Item(s) determined in accordance with the Terms and Conditions of the Securities is at any time lower than or equal to, in respect of a Mini-Future Certificate Long, or higher than or equal to, in respect of a Mini-Future Certificate Short,

the relevant Barrier Level specified in the relevant Final Terms (an “**Early Termination Event**”). If an Early Termination Event occurs, such Security will automatically expire on the date on which the Early Termination Event occurs and the Cash Settlement Amount, determined in accordance with the Terms and Conditions of the Securities will be payable.

The Issuer may designate an Early Termination Date prior to the Scheduled Expiration Date specified in the relevant Final Terms for any reason by giving notice to investors and specifying the relevant Early Termination Date in such notice (such an event, also an “**Early Termination Event**”). Such Early Termination Date may be designated to be at any time during the period from (and including) the day falling 15 Business Days after the date of the relevant notice to (but excluding) the Scheduled Expiration Date. If the Issuer so designates an Early Termination Date, the Mini-Future Certificate Long or Mini-Future Certificate Short, as the case may be, will automatically expire on the Early Termination Date and the Cash Settlement Amount, determined in accordance with the Terms and Conditions of the Securities will be payable.

On the occurrence of an Early Termination Event, the relevant Securities will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Securities will end immediately.

General risks related to a particular issue of Securities

A Securityholder will not have any recourse under a Security to bring a claim against any Reference Item

A Security will not represent a claim against any Reference Item and, in the event that the amount paid on settlement of the Securities is less than the purchase price of the Securities, a Securityholder will not have recourse under a Security to any Reference Item.

The Issuer and/or any of its affiliates may enter into hedging arrangements which may affect the market price, liquidity or value of the Securities

In the ordinary course of its business, including without limitation in connection with its market making activities, the Issuer and/or any of its affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in the Reference Item(s) or related derivatives. In addition, in connection with the offering of the Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Reference Item(s) or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Reference Item(s) or related derivatives which may affect the market price, liquidity or value of the Securities and which could be adverse to the interests of the relevant Securityholders.

There is a risk that conflicts of interest may arise between certain parties that may not be beneficial to a Securityholder

Where the Issuer acts as Calculation Agent or the Calculation Agent is an affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and Securityholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Securities that may influence the amount receivable on settlement of the Securities.

The Issuer and any Dealer may at the date hereof or at any time hereafter, be in possession of information in relation to a Reference Item that is or may be material in the context of the Securities and may or may not be publicly available to Securityholders. There is no obligation on the Issuer or any Dealer to disclose to Securityholders any such information.

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The Issuer and/or any of its affiliates may have existing or future business relationships with any Reference Item(s) (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Securityholder.

There may be certain circumstances in which the market maker is unable to fulfil its obligations which may make it impossible for an investor to buy or sell the relevant Securities

Subject as provided below and if so specified in the relevant Final Terms, Danske Bank will act as market maker for Securities that are admitted to trading on a regulated market. Such Securities may be issued without an offer period occurring prior to the relevant issue date.

Under normal market conditions, Danske Bank will quote bid and ask prices for the relevant Securities during such time as the relevant regulated market is open for public trading in such Securities. However, investors should note that, under certain circumstances, it may be difficult or impossible for Danske Bank to quote bid and ask prices for certain Securities, for example (but without limitation), due to the occurrence of severe market fluctuations or market disruption events, difficulties in quoting bid and ask prices for technical reasons, the relevant market place being closed or restrictions being imposed on trading in any relevant Reference Item(s). If any such circumstances exist, it may be impossible for an investor to buy or sell the relevant Securities.

Risks related to Securities generally

If the Cash Settlement Amount is equal to or less than the Minimum Cash Settlement Amount, no Cash Settlement Amount shall be paid

Investors should note that, if the Cash Settlement Amount in respect of a Security is an amount equal to or less than the Minimum Cash Settlement Amount specified in the relevant Final Terms, no Cash Settlement Amount shall be paid by the Issuer and such Security shall expire worthless.

Because the Securities are dematerialised securities, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer

Securities issued under the Programme will not be evidenced by any physical security or document of title other than statements of account made by VP Securities A/S (“**VP**”), Euroclear Sweden AB (“**Euroclear Sweden**”) or Euroclear Finland Oy (“**Euroclear Finland**”), as the case may be. Ownership of Securities will be recorded and transfer effected only through the book entry system and register maintained by the VP, Euroclear Sweden or Euroclear Finland, as the case may be.

The Terms and Conditions of the Securities contain provisions which may permit their modification without the consent of all investors

The Terms and Conditions of the Securities 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.

The value of the Securities could be adversely affected by a change in law or administrative practice

The Terms and Conditions of the Securities are governed by the laws of England, except for certain provisions set out in General Condition 17 (*Governing Law and Jurisdiction*), which will be governed by the laws of Denmark, Sweden or Finland. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England, Denmark, Sweden or Finland or administrative practice after the

date of this Base Prospectus and any such change could materially adversely impact the value of any Securities affected by it.

The Issuer is not under any obligation to gross-up in respect of any tax, duty, withholding or other payment

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise, termination, settlement or enforcement of any Security and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

Potential purchasers and sellers of Securities are liable for taxation and other expenses applicable in the country where such Securities are transferred

Potential purchasers and sellers of Securities should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Securities are transferred.

Potential purchasers who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

There may be withholding under the EU Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the Directive, in particular to include additional types of income payable on securities. The Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

For a transitional period, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The changes referred to above will broaden the types of payments subject to withholding in those Member States which still operate a withholding system when they are implemented. In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Systems Agent (as defined in the Conditions of the Securities) nor any other person would be obliged to pay additional amounts with respect to any Security as a result of the imposition of such withholding tax.

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U.S. Foreign Account Tax Compliance Act withholding may affect payments on the Securities

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (or “**FATCA**”) impose a new reporting regime and, potentially, a 30 per cent. withholding tax with respect to (i) certain payments from sources within the United States, (ii) “foreign pass thru payments” made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Whilst the Securities are cleared through Euroclear Sweden, Euroclear Finland and VP (together, the “**Clearing Systems**”), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the Clearing Systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer has no responsibility for any amount transmitted through any custodians or intermediaries. Prospective investors should refer to the section “*Taxation – Foreign Account Tax Compliance Act*”.

Hiring Incentives to Restore Employment Act withholding may affect payments on the Securities

The U.S. Hiring Incentives to Restore Employment Act (the “**HIRE Act**”) imposes a 30 per cent. withholding tax on amounts attributable to U.S. source dividends that are paid or “deemed paid” under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the Securities are uncertain, if an Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section “*Taxation – Hiring Incentives to Restore Employment Act*.”

The proposed financial transactions tax (“FTT”) may apply in respect of certain dealings in the Securities

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”).

The Commission’s Proposal has very broad scope and could apply to certain dealings in Securities (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

Under Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

A joint statement issued in May 2014 by ten of the eleven participating Member States indicated an intention to implement the FTT progressively, such that it would initially apply to shares and certain derivatives, with this initial implementation occurring by 1 January 2016.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation. Additional EU Member States may decide to participate. Prospective holders of Securities are advised to seek their own professional advice in relation to the FTT.

European implementation of the Basel III Framework may impact on the Securities

The changes approved by the Basel Committee under Basel III may have an impact on the capital requirements in respect of the Securities and/or on incentives to hold the Securities for investors that are subject to requirements that follow the revised framework and, as a result, they may affect the liquidity and/or value of the Securities.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Securities and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

The Issuer has issued covered bonds. 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 Securities

The Issuer has issued covered bonds in accordance with the Danish Financial Business Act.

In accordance with the UCITS Directive and the Capital Requirement Directive, the covered bonds have the benefit of priority over a matched pool of assets upon bankruptcy of the Issuer. To the extent that claims in relation to the covered bonds and related derivative contracts, any refinancing bonds issued by the administrator, any short-term loans taken out by the administrator and any senior debt (if any) issued with the benefit of the assets in the cover pool are not met out of the pool of assets or the proceeds arising from it, the residual claims will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer, including obligations in relation to Securities issued under the Programme.

DOCUMENTS INCORPORATED BY REFERENCE

The Annual Reports of the Issuer for the financial years ended 31 December 2013 and 31 December 2012 (the “**Annual Report 2013**” and the “**Annual Report 2012**”, respectively, and together, the “**Annual Reports**”) and the Interim Report – First Quarter 2014 (the “**Interim Report Q1 2014**”) of the Issuer for the first quarter period ended 31 March 2014 shall be deemed to be incorporated in, and to form part of, this Base Prospectus, excluding the following sections:

- (i) in respect of the Annual Report 2013:
- the fourth and fifth sentences of the third paragraph in the “Letter to our shareholders” on page 4;
 - the last bullet point in the “Executive summary” on page 7;
 - the section “Ambitions and targets” on page 10 and 11 (including the table on financial targets on page 10); and
 - the section “Outlook for 2014” on page 13 thereof; and
- (ii) in respect of the Annual Report 2012, the section “Outlook for 2013” on page 9 thereof.

The financial statements in the Annual Reports have been audited, while the financial statements in the Interim Report have not been audited or reviewed by the Auditors.

The section “Terms and Conditions of the Securities” set out on pages 78 to 173 of the base prospectus relating to the Programme dated 5 July 2013 shall be deemed incorporated in, and to form part of, this Base Prospectus.

In relation to each of the documents deemed to be incorporated in, and to form part of, this Base Prospectus, the non-incorporated parts are either not relevant for the investor or are covered elsewhere in this Base Prospectus.

The sources of the financial statements (including the auditors’ reports thereon and notes thereto) in the Annual Reports incorporated by reference herein are as follows:

<i>Information</i>	<i>Source</i>
Income Statement for the Group for the year ended 31 December 2013	2013 Annual Report pg. 64
Statement of Comprehensive Income for the Group for the year ended 31 December 2013	2013 Annual Report pg. 65
Balance Sheet for the Group for the year ended 31 December 2013	2013 Annual Report pg. 66
Statement of Capital for the Group for the year ended 31 December 2013	2013 Annual Report pgs. 67-69
Cash Flow Statement for the Group for the year ended 31 December 2013	2013 Annual Report pg. 70
Notes to the Financial Statements for the year ended 31 December 2013	2013 Annual Report pgs. 71-165

DOCUMENTS INCORPORATED BY REFERENCE

<i>Information</i>	<i>Source</i>
Income Statement for Danske Bank A/S for the year ended 31 December 2013	2013 Annual Report pg. 167
Statement of Comprehensive Income for Danske Bank A/S for the year ended 31 December 2013	2013 Annual Report pg. 168
Balance Sheet for Danske Bank A/S for the year ended 31 December 2013	2013 Annual Report pg. 169
Statement of Capital for Danske Bank A/S for the year ended 31 December 2013	2013 Annual Report pgs. 170–172
Notes to the Financial Statements for the year ended 31 December 2013	2013 Annual Report pgs. 173–186
Auditors' Reports for the Group for the year ended 31 December 2013	2013 Annual Report pgs. 188-189
Income Statement for the Group for the year ended 31 December 2012	2012 Annual Report pg. 50
Statement of Comprehensive Income for the Group for the year ended 31 December 2012	2012 Annual Report pg. 51
Balance Sheet for the Group for the year ended 31 December 2012	2012 Annual Report pg. 52
Statement of Capital for the Group for the year ended 31 December 2012	2012 Annual Report pgs. 53-55
Cash Flow Statement for the Group for the year ended 31 December 2012	2012 Annual Report pg. 56
Notes to the Financial Statements for the year ended 31 December 2012	2012 Annual Report pgs. 57-160
Income Statement for Danske Bank A/S for the year ended 31 December 2012	2012 Annual Report pg. 162
Statement of Comprehensive Income for Danske Bank A/S for the year ended 31 December 2012	2012 Annual Report pg. 163
Balance Sheet for Danske Bank A/S for the year ended 31 December 2012	2012 Annual Report pg. 164
Statement of Capital for Danske Bank A/S for the year ended 31 December 2012	2012 Annual Report pgs. 165-167
Notes to the Financial Statements for the year ended 31 December 2012	2012 Annual Report pgs. 168-181
Auditors' Reports for the Group for the year ended 31 December 2012	2012 Annual Report pgs. 183-184

The sources of the consolidated financial statements thereon and notes thereto) in the Interim Report Q1 2014 incorporated by reference herein are as follows:

DOCUMENTS INCORPORATED BY REFERENCE

<i>Information</i>	<i>Source</i>
Unaudited Consolidated Income Statement for the Group for the first quarter ended 31 March 2014	Interim Report Q1 2014 pg. 30
Unaudited Consolidated Statement of Comprehensive Income for the Group for the first quarter ended 31 March 2014	Interim Report Q1 2014 pg. 31
Unaudited Consolidated Balance Sheet for the Group for the first quarter ended 31 March 2014	Interim Report Q1 2014 pg. 32
Unaudited Consolidated Statement of Capital for the Group for the first quarter ended 31 March 2014	Interim Report Q1 2014 pgs. 33-34
Unaudited Consolidated Cash Flow Statement for the Group for the first quarter ended 31 March 2014	Interim Report Q1 2014 pg.35
Notes to the Consolidated Financial Statements for the first quarter ended 31 March 2014	Interim Report Q1 2014 pgs. 36-56

The Annual Reports and the Interim Report Q1 2014 incorporated by reference herein can be viewed online at <https://www.danskebank.com/en-uk/ir/Reports/Pages/financial-reports.aspx>. The Annual Reports and the Interim Report Q1 2014 are English translations of the original reports in the Danish language. The Issuer accepts responsibility for the English translations of the Annual Reports and the Interim Report Q1 2014. This Base Prospectus, including the documents incorporated by reference herein, is available at www.danskebank.fi. Any information not listed in the cross-reference list but included in the documents incorporated by reference is given for information purposes only.

GENERAL DESCRIPTION OF THE PROGRAMME

The following description of key features of the Programme does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus. Words and expressions defined in “Summary of Form of the Securities” or “Terms and Conditions of the Securities” below shall have the same meanings in this description of key features of the Programme.

Issuer:	Danske Bank A/S.
Arranger:	Danske Bank A/S.
Dealer:	Danske Bank A/S and any other dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Securities.
Calculation Agent:	Danske Bank A/S, unless otherwise specified in the relevant Final Terms.
VP/ES Systems Agent:	Danske Bank A/S.
EFi Systems Agent:	Danske Bank Oyj.
Listing and Admission to Trading:	Each Series may be (a) admitted to trading and be listed on the NASDAQ OMX Copenhagen A/S and/or the NASDAQ OMX Helsinki Oy and/or the NASDAQ OMX Stockholm AB and/or the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)) or (b) may be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.
Issuance in Series:	Securities will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Securities of each Series will all be subject to identical terms, except that the issue date and the issue price thereof may be different in respect of different Tranches.
Final Terms:	A Final Terms document will be issued in respect of Tranches of one or more Series of Securities. The terms and conditions applicable to any particular Tranche of Securities are the Conditions of the Securities as completed by the relevant Final Terms, in so far as such Final Terms relates to such Tranche. The relevant Final Terms must be read in conjunction with this Base Prospectus.
Form of Securities:	Securities will not be evidenced by any physical security or document of title. Entitlements to Securities will be evidenced by the crediting of Securities to accounts with the VP, Euroclear Sweden or Euroclear Finland, as the case may be.
Type of Securities:	Index-Linked Securities (payments will be calculated by reference to one or more indices and/or formulae), Futures-Linked Securities (payments will be calculated by reference to one or more futures contracts and/or formulae) and Equity-Linked Securities (payments will be calculated by reference to one or more shares and/or formulae).

Any amounts payable on any exercise, termination or cancellation of

GENERAL DESCRIPTION OF THE PROGRAMME

Securities will be determined by reference to an index or formula, to changes in the levels, prices or values of one or more Reference Item(s), to the underlying hedging arrangements of the Issuer, any of its affiliates and/or any third parties.

Securities may be “Call Warrants”, “Put Warrants”, “Turbo Call Warrants”, “Turbo Put Warrants”, “Certificates Up”, “Certificates Down”, “Covered Call Certificates”, “Certificates Bull”, “Certificates Bear”, “Mini-Future Certificates Long” or “Mini-Future Certificates Short”.

The Cash Settlement Amount payable in respect of the scheduled final expiration of Call Warrants, Put Warrants, Turbo Call Warrants, Turbo Put Warrants, Certificates Up or Certificates Down will be determined as a comparison of the relevant Strike Price and the relevant Final Price multiplied by the relevant multiplier specified in the relevant Final Terms and converted (if applicable) into the relevant settlement currency.

The Cash Settlement Amount payable in respect of the scheduled final expiration of Covered Call Certificates will be determined by reference to the relevant Final Price and will be capped at the relevant Cap Level, multiplied by the relevant multiplier specified in the relevant Final Terms and converted (if applicable) into the relevant settlement currency.

The Cash Settlement Amount payable in respect of the scheduled final expiration of Certificates Bull or Certificates Bear will be determined by reference to the “accumulated value” (which may go up or down during the life of the relevant Securities) of the relevant Security on the relevant expiration date and will take into account the daily changes in the level, price or value of the relevant Reference Item(s), multiplied by the relevant multiplier specified in the relevant Final Terms, and daily changes in any relevant exchange rate. Where the relevant Reference Item(s) include Underlying Equities or Indices which are “price return” indices, the accumulated value will take into account ordinary cash dividends relating to such Underlying Equities or components of such Indices, as the case may be, in that the amount of such dividends will be included in the accumulated value until the relevant Underlying Equity or component, as the case may be, is traded “ex-dividend” in respect thereof. A Certificate Bull follows the performance of the Reference Item(s) and the value of a Certificate Bear inversely follows the performance of the Reference Item(s) (i.e. if the value of the Reference Item(s) goes up, its value goes down and *vice versa*). In addition, the accumulated value will reflect an accumulated financing amount. This will be computed as the specified interest rate base (representing a notional interest accrual on the accumulated value) less a specified margin and a specified management fee and (if so specified in the relevant Final Terms) an amount reflecting the cost or gain relating to underlying or related hedging and funding arrangements of the Issuer (or any of its affiliates) (which may be a positive or a negative amount).

The Cash Settlement Amount payable in respect of the scheduled final expiration of Mini-Future Certificates Long or Mini-Future Certificates Short will be determined as a comparison of the relevant “financing level” (which may go up or down during the life of the relevant Securities) on the expiration date and the relevant Final Price multiplied by the relevant multiplier specified in the relevant Final Terms and converted (if

applicable) into the relevant settlement currency. The financing level takes into account the daily changes in the level, price or value of the relevant Reference Item(s). Where the relevant Reference Item(s) include Underlying Equities or Indices which are “price return” indices, the financing level will take into account ordinary cash dividends relating to such Underlying Equities or components of such Indices, as the case may be, in that the amount of such dividends will be included in the financing level until the relevant Underlying Equity or component, as the case may be, is traded “ex-dividend” in respect thereof. A Mini-Future Certificate Long follows the performance of the Reference Item(s) and the value of a Mini-Future Certificate Short inversely follows the performance of the Reference Item(s) (i.e. if the value of the Reference Item(s) goes up, its value goes down and *vice versa*).

Investors should note that, if the Cash Settlement Amount in respect of a Security is an amount equal to or less than the Minimum Cash Settlement Amount specified in the relevant Final Terms, no Cash Settlement Amount shall be paid by the Issuer and such Security shall expire worthless.

The return on any such Securities may be significantly higher than a direct investment in the relevant Reference Item(s) but there is also a risk that investors will sustain a loss of their entire investment.

Exercise Style: In respect of Securities other than Open Ended Securities, European Style. Any such Securities will be exercised automatically and will expire on the relevant Expiration Date.

In respect of Open Ended Securities, if the Issuer, in its discretion, gives notice that the relevant Securities will be terminated, such Securities will be automatically exercised and will expire on the relevant Expiration Date.

Clearing Systems: VP, Euroclear Sweden and/or Euroclear Finland.

Currencies: Securities may be payable in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Status of the Securities: The Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations (including liabilities in respect of deposits) of the Issuer, present and future (save for certain mandatory exceptions provided by law).

Issue or Offer Price: In respect of Securities issued by the Issuer to a Dealer or offered to the public by the Issuer and/or the relevant Dealer, such Securities may be issued or, as the case may be, offered at any price.

Price of Securities in the secondary market: Where Securities are admitted to trading on a regulated market, the purchase and sale of such Securities will take place in the secondary market on the relevant regulated market. If so specified in the relevant Final Terms, Danske Bank will act as market maker in respect of such Securities on the terms and conditions set out herein and will quote prices for such Securities determined as described under “General Description of Securities – General

GENERAL DESCRIPTION OF THE PROGRAMME

information regarding pricing of Securities”.

Securities may be offered by the relevant Dealer to investors at any price.

Term: Any term, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Early Termination: If “Early Termination” is specified as applicable in the relevant Final Terms, the relevant Securities may automatically expire prior to the relevant Expiration Date on the occurrence of an Early Termination Event.

If, in respect of Turbo Call Warrants, Turbo Put Warrants, Certificates Up, Certificates Down, Mini-Future Certificates Long or Mini-Future Certificates Short linked to a single Reference Item and (in the case of Certificates Up or Certificates Down) “Early Termination” is specified as applicable in the relevant Final Terms, the value of the relevant Reference Item determined in accordance with the Terms and Conditions of the Securities is at any time either lower than or equal to (in respect of Turbo Call Warrants, Certificates Up and Mini-Future Certificates Long) or higher than or equal to (in respect of Turbo Put Warrants, Certificates Down and Mini-Future Certificates Short) a barrier level specified in the relevant Final Terms or (in the case of Mini-Future Certificates Long or Mini-Future Certificates Short) determined by reference to the relevant Payout Schedule, an Early Termination Event shall occur and the relevant Securities will automatically expire. The cash amount payable on such early termination will be the Cash Settlement Amount determined in accordance with the Terms and Conditions of the Securities.

If, in respect of Certificates Bull or Certificates Bear, at any time on any Reference Date, the percentage decrease (in the case of Certificates Bull) or increase (in the case of Certificates Bear) in value of the Reference Item(s) compared to the Reference Price on the previous Reference Date is more than or equal to the percentage specified in the relevant Final Terms (an “**Early Termination Event**”), the Securities will expire worthless on such Reference Date, the Cash Settlement Amount shall be deemed to be zero and investors will sustain a loss of their entire investment.

In respect of Certificates Bull, Certificates Bear, Mini-Future Certificates Long or Mini-Future Certificates Short, the Issuer may designate an Early Termination Date prior to the Scheduled Expiration Date specified in the relevant Final Terms for any reason by giving notice to investors and specifying the relevant Early Termination Date in such notice. Such Early Termination Date may be designated to be at any time during the period from (and including) the day falling 15 Business Days after the date of the relevant notice to (but excluding) the Scheduled Expiration Date. If the Issuer so designates an Early Termination Date, the Securities will automatically expire on the Early Termination Date and the Cash Settlement Amount, determined in accordance with the Terms and Conditions of the Securities will be payable.

Settlement: Securities shall be settled by payment of a Cash Settlement Amount in respect of each Security, as determined in accordance with the Terms and Conditions.

Negative Pledge:	None.												
Cross Default:	None.												
Taxation:	The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise, termination, settlement or enforcement of any Security and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.												
Governing Law:	<p>The Securities shall be governed by, and shall be construed in accordance with, English law except for the registration of Securities in the VP, which shall be governed by, and shall be construed in accordance with, Danish law, the registration of Securities in Euroclear Sweden, which shall be governed by, and shall be construed in accordance with, Swedish law and the registration of Securities in Euroclear Finland, which shall be governed by, and shall be construed in accordance with, Finnish law.</p> <p>Securities must comply with the relevant regulations of the VP, Euroclear Sweden or Euroclear Finland, as the case may be, and the holders of Securities will be entitled to the rights and are subject to the obligations and liabilities which arise under the relevant Danish, Swedish or Finnish regulations and legislation.</p>												
Ratings:	<p>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");</p> <p>The Issuer ratings are as follows:</p> <table> <thead> <tr> <th></th> <th>Moody's</th> <th>S&P</th> <th>Fitch</th> </tr> </thead> <tbody> <tr> <td>senior unsubordinated long term debt/long-term Issuer default rating</td> <td>Baa1</td> <td>A</td> <td>A</td> </tr> <tr> <td>senior unsubordinated short-term debt/short-term Issuer default rating</td> <td>P-2</td> <td>A-1</td> <td>F1</td> </tr> </tbody> </table> <p>Each of Moody's, S&P and Fitch is established in the European Union and is registered under Regulation (EU) No 1060/2009, as amended (the "CRA Regulation") and is included in the list of credit rating agencies registered in accordance with the CRA Regulation as of the date of this Base Prospectus. This list is available on the ESMA website at www.esma.europa.eu/page/List-registered-and-certified-CRAs (list last updated on 21 May 2014).</p> <p>In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is</p>		Moody's	S&P	Fitch	senior unsubordinated long term debt/long-term Issuer default rating	Baa1	A	A	senior unsubordinated short-term debt/short-term Issuer default rating	P-2	A-1	F1
	Moody's	S&P	Fitch										
senior unsubordinated long term debt/long-term Issuer default rating	Baa1	A	A										
senior unsubordinated short-term debt/short-term Issuer default rating	P-2	A-1	F1										

GENERAL DESCRIPTION OF THE PROGRAMME

not refused.

However, there is no guarantee that any rating of the Issuer assigned by any such rating agency will be maintained following the date of this Base Prospectus, and the Issuer may seek to obtain ratings from other rating agencies.

A rating is not a recommendation to buy, sell or hold Securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Up-to-date information should always be sought by direct reference to the relevant rating agency.

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Securities and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Denmark, Finland and Sweden, see “Subscription and Sale” below.

GENERAL DESCRIPTION OF SECURITIES

This section applies to Call Warrants, Put Warrants, Turbo Call Warrants, Turbo Put Warrants, Certificates Up, Certificates Down and Covered Call Certificates. In this section, only sub-sections headed “General – Offer and sale of Securities”, “General – Trading in Securities” and “General – Market Making Undertaking” apply to Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short. References to “Security” or “Securities” in this section shall be construed accordingly. In respect of Certificates Bull, Certificates Bear, Mini-Future Certificates Long or Mini-Future Certificates Short otherwise, please see, as applicable, “Certificates Bull and Certificates Bear” or “Mini-Future Certificates Long and Mini-Future Certificates Short” under “Description of Specific Securities”.

General

An investment in a Security gives the investor the right to receive an amount payable on settlement which will be determined by reference to changes in the levels, prices or values of one or more Reference Item(s).

Securities (other than Open Ended Securities) will be “European style”, which means that, unless terminated early, each Security will be automatically exercised and will expire only on the relevant Expiration Date. Open Ended Securities do not have a scheduled exercise date but, if the Issuer gives notice that the relevant Securities will be terminated, such Securities will be automatically exercised and will expire on the relevant Expiration Date, expected to be the Scheduled Expiration Date specified in the relevant notice. All Securities will be subject to cash settlement and there will be no right to receive delivery of any Reference Item(s).

Securities may reflect an exposure to one or more Reference Item(s) or to a fraction of a Reference Item. If so, this will be reflected in the application of a multiplier of less than one (in the case of Securities which have an exposure to less than one Reference Item or Basket of Reference Items) or more than one (in the case of Securities which have an exposure to more than one Reference Item or Basket of Reference Items).

The Final Price in respect of an issue of Securities linked to a single Reference Item will be determined based on the level, price or value of the relevant Reference Item at a specified valuation time (a “**Reference Price**”) on a specified final valuation date or on the arithmetical mean of the Reference Prices of such Reference Item on a number of days during a specified period (each such day being a specified averaging date).

The Final Price in respect of an issue of Securities linked to a Basket of Reference Items will be determined based on the sum of the values calculated for each Reference Item as the Reference Price of such Reference Item on a specified final valuation date or on the arithmetical mean of the Reference Prices of such Reference Item on a number of days during a specified period (each such day being a specified averaging date), in each case, multiplied by the relevant weighting for such Reference Item.

The arithmetical mean method for determining a Final Price by reference to specified averaging dates reduces the potential volatility of determining the Reference Price(s) of the relevant Reference Item(s) by reference to only one specified final valuation date and therefore operates to provide against sharp fluctuations in the Reference Price(s) of the relevant Reference Item(s) on one specific date. On the other hand, this will also operate to reduce the impact of favourable movements in the Reference Price(s) of the relevant Reference Item(s) on any relevant specified averaging dates.

The example below shows how the Final Price in respect of a Reference Item would be calculated and the Final Cash Settlement Amount determined for a Put Warrant and a Call Warrant linked to a single

GENERAL DESCRIPTION OF SECURITIES

Reference Item based on the arithmetic mean of the Reference Prices for such Reference Item where there are 5 specified averaging dates:

Averaging Date	Reference Price
Day 1	EUR 9.50
Day 2	EUR 9.65
Day 3	EUR 9.55
Day 4	EUR 9.35
Day 5	EUR 9.45
Mean	EUR 9.50 calculated as follows: $((9.5+9.65+9.55+9.35+.9.45) \div 5)$

The Final Cash Settlement amount for a Call Warrant and a Put Warrant having a Strike Price of EUR 10 and a multiplier of 0.2 (i.e. 5 Warrants relate to one Reference Item) will be as follows:

Where the Final Price is:	Final Cash Settlement Amount for Call Warrant:	Final Cash Settlement Amount for Put Warrant:
9.50	EUR 0	EUR 0.10

See “Description of Specific Securities” below for a description of the formulae for the determination of the Final Cash Settlement Amount for Call Warrants and Put Warrants.

Offer and sale of Securities

Securities issued under the Programme may be offered to the public (as such term is defined in the Prospectus Directive) during a specified offer period occurring prior to the issue date of the relevant Securities. The relevant terms and conditions for such an offer to the public will be specified in the relevant Final Terms.

Securities may also be admitted to trading on a regulated market without an offer period occurring prior to the issue date of the relevant Securities, in which case, no offer procedure will apply and the purchase and sale of the Securities will take place in the secondary market on the relevant regulated market. If so specified in the relevant Final Terms, Danske Bank will act as market maker in respect of such Securities on the terms and conditions set out below and will quote prices for such Securities determined as described below.

Trading in Securities

Securities which are admitted to trading on a regulated market will be traded in a minimum trading lot (a “**minimum trading lot**”) specified in the relevant Final Terms or such other minimum amount of Securities as is specified by the relevant regulated market from time to time.

Market Making Undertaking

Subject as provided below and if so specified in the relevant Final Terms, Danske Bank will act as market maker for Securities that are admitted to trading on a regulated market. Such Securities may be issued without an offer period occurring prior to the relevant issue date as described above. Under normal market conditions and subject as provided below, Danske Bank will quote bid and ask prices for the relevant Securities in respect of a number of such Securities (a “**minimum quotation amount**”) specified in the relevant Final Terms during such time as the relevant regulated market is open for public trading in the relevant Securities. The difference between the bid and the ask prices (the “**spread**”) may be increased due to uncertain market conditions or if major uncertainties (relating to, for example, but not limited to, government or central bank actions or trading restrictions or defaults) occur and affect the liquidity or value of the relevant Reference Item(s). The spread may change continuously. The maximum spread will be specified in the relevant Final Terms.

The market making obligation of Danske Bank is subject to the relevant Securities having a market value not lower than EUR 0.01 or a corresponding amount in another currency, as specified in the relevant Final Terms. The factors which influence Danske Bank’s price quotations, are determined by Danske Bank. See further information regarding the pricing of the Securities in “General information regarding pricing of Securities” below.

Notwithstanding the above, investors should note that, under certain circumstances, it may be difficult or impossible for Danske Bank to quote bid and ask prices for certain Securities. If any such circumstances exist, it may be impossible for an investor to buy or sell the relevant Securities (see “Market Making Obligation” under “Risks related to Securities generally” above).

Danske Bank is not obliged to maintain its market making obligation if the relevant Securities cease to be traded or trading in the relevant Securities is suspended for a period of time on the relevant regulated market.

If Danske Bank, due to technical reasons or any other reasons, as set out above, is not able to meet its market making obligations in respect of an issue of Securities, notice thereof will be given via the relevant regulated market.

General information regarding pricing of Securities

The Final Cash Settlement Amount in respect of an issue of Securities will be determined by reference to the formula applicable to such Security as specified in the Terms and Conditions of the Securities.

The price to be paid by an investor purchasing a Security in the secondary market will depend on the value of the relevant Security at the time of the purchase. Several factors may influence the value of a Security at any one time and the value of such Security may move up as well as down during its term. During the term of an issue of Securities, Danske Bank’s pricing as market maker of such Securities will be based on different pricing models, such as the Black & Scholes option pricing model and variations thereof. The price of any Security during its term will be influenced by various factors. The most important factors that affect the value of Securities are the value of the relevant Reference Item(s), the time remaining to expiration, the Strike Price or the Initial Reference Price, as applicable of the relevant Security, market interest rates and expected dividends. In respect of Call Warrants, Put Warrants and Covered Call Certificates, the price of such Securities will also be affected by expected future volatility. Expected dividends and expected volatility are factors that are unknown at the time Danske Bank as market maker prices the relevant Securities, and their impact on the price of a Security will, consequently, depend on Danske Bank’s estimate as market maker thereof. In addition to the above, the price of a Security is dependent on the trading in the relevant Securities. If a large number of Securities are being sold, the price may decrease, while the price might increase, if a large number of Securities are being bought.

GENERAL DESCRIPTION OF SECURITIES

Market Interest Rates

Market interest rates impact the forward value of the price of Reference Items and therefore also impact the price of Securities which relate to such Reference Items. Market interest rates fluctuate constantly, therefore the price of a Security may change even if other parameters are unchanged.

Expected Dividends

If the value of an expected dividend in relation to a Reference Item or a component of a Reference Item increases, the price of any Call Warrant or any Turbo Call Warrant which relates to such Reference Item will decrease and the price of any Put Warrant or Turbo Put Warrant which relates to such Reference Item will increase. This is due to the fact that the return on any such Security does not include payment of dividends paid to holders of the relevant Reference Item or component of the relevant Reference Item.

Expected Volatility

The term “expected volatility” refers to how frequent and how much the value of a Reference Item is expected to change in the future. The expected volatility is estimated by Danske Bank based on an analysis of a number of factors such as for example macro-economic factors, expectations in relation to quarterly and annual reports, developments in the relevant equity-, FX-, commodity- and/or interest rate-markets, the supply and demand in the derivative markets and liquidity. If the expected volatility of a Reference Item is high, this will operate to increase the price of the relevant Securities related to such Reference Item. This is due to that fact that increased volatility increases the possibility of a beneficial movement in the value of a Reference Item. See also “Time Value” below. Expected volatility does not have a direct impact on Turbo Call Warrants, Turbo Put Warrants, Certificates Up or Certificates Down.

Time to Expiration

The remaining term to the Expiration Date affects the value of Securities other than Open Ended Securities. As the Expiration Date for Open Ended Securities is not fixed, the time remaining to expiration will not be relevant for the pricing of such Securities and the descriptions of specific Securities below should be read in light of this fact.

Time Value

The term “**Time Value**” consists of different aspects: time to the Expiration Date (if applicable), expected volatility in the value of the relevant Reference Item(s) and market interest rates.

The Time Value in relation to Call Warrants and Put Warrants consists of all the above elements. Time Value is an important factor that impacts the value of Call Warrants and Put Warrants particularly. An explanation of how Time Value affects the value of a Call Warrant or a Put Warrant is described below in “Description of specific Securities – Call Warrants and Put Warrants”.

The Time Value in relation to Turbo Call Warrants, Turbo Put Warrants, Certificates Up and Certificates Down consists mainly of market interest rates and time to expiration.

See “*Description of Specific Securities – Covered Call Certificates*” for a discussion of Time Value in relation to Covered Call Certificates.

Examples of how changes in individual factors may affect the price of a Security

How changes in each factor separately impact the price of a Security during its term is shown in the tables below. Investors should note that, for the purposes of each example, it is assumed that all other parameters remain unchanged.

If a Security is a Call Warrant, a Turbo Call Warrant or a Certificate Up:

	Change	Impact on price of the Security
Reference Item level/price	Higher	Increase in price
	Lower	Decrease in price
Strike Price (as compared to the level of the Reference Item on issue of the Security)	Higher	Decrease in price
	Lower	Increase in price
Time to expiration (if applicable)	Long	Increase in price
	Short	Decrease in price
Market interest rates	Higher	Increase in price
	Lower	Decrease in price
Expected future volatility*	Higher	Increase in price
	Lower	Decrease in price
Expected Dividends	Higher	Decrease in price
	Lower	Increase in price

* Not relevant for Turbo Call Warrants and Certificates Up

If a Security is a Put Warrant, a Turbo Put Warrant or a Certificate Down:

	Change	Impact on price of the Security
Reference Item level/price	Higher	Decrease in price
	Lower	Increase in price
Strike Price (as compared to the level of the Reference Item on issue of the Security)	Higher	Increase in price
	Lower	Decrease in price
Time to expiration (if applicable)	Long	Increase in price
	Short	Decrease in price
Market interest rates	Higher	Decrease in price
	Lower	Increase in price
Expected future volatility*	Higher	Increase in price

GENERAL DESCRIPTION OF SECURITIES

	Change	Impact on price of the Security
	Lower	Decrease in price
Expected Dividends	Higher	Increase in price
	Lower	Decrease in price

* Not relevant for Turbo Put Warrants and Certificates Down

The impact of the various factors on the value of a Covered Call Certificate is more complex. The value of a Covered Call Certificate is mostly influenced by the value of the relevant Reference Item(s). The implied price of the call element in the Security will also affect the value.

DESCRIPTION OF SPECIFIC SECURITIES

Call Warrants and Put Warrants

A Call Warrant or a Put Warrant is a security that, based on the economic performance of a Reference Item or a Basket of Reference Items, gives an investor a right to receive a Cash Settlement Amount which will be determined in accordance with the formula set out below. A Call Warrant or a Put Warrant may be an Index-Linked Security (linked to a single Index or a Basket of Indices), a Futures-Linked Security (linked to a single Futures Contract or a Basket of Futures Contracts) or an Equity-Linked Security (linked to a single Underlying Equity or a Basket of Underlying Equities).

The Cash Settlement Amount will be calculated based on the change in the value of the Reference Item(s) by reference to the following formula.

In respect of a Call Warrant:

- (i) Where the Final Price is higher than the Strike Price:

$$(\text{Final Price} - \text{Strike Price}) \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$$
- (ii) Otherwise, zero

In respect of a Put Warrant:

- (i) Where the Final Price is lower than the Strike Price:

$$(\text{Strike Price} - \text{Final Price}) \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$$
- (ii) Otherwise, zero

Consequently, a Cash Settlement Amount is payable if the relevant Final Price (being the average value or value of the Reference Item(s) on the specified final averaging or valuation date(s)) is higher than the relevant Strike Price (as specified in the relevant Final Terms or, if not so specified, as defined in the Conditions), in respect of a Call Warrant, and lower than the relevant Strike Price, in respect of a Put Warrant. If, on the other hand, the relevant Final Price is lower, in respect of a Call Warrant, or higher, in respect of a Put Warrant, than the relevant Strike Price, a Call Warrant or a Put Warrant will expire worthless and an investor will lose the entire amount invested.

The Cash Settlement Amount will therefore be equal to the greater of (i) zero and (ii) the difference between the relevant Strike Price and the relevant Final Price, multiplied by the relevant Multiplier (to reflect the exposure of the relevant Securities to the relevant number or fraction of the relevant Reference Item(s)) and, where the relevant Strike Price and the relevant Final Price are not amounts in the relevant Settlement Currency or, in respect of a Reference Item which is an Index, the Index Currency is not the same as the Settlement Currency, converted into the relevant Settlement Currency at the relevant Exchange Rate.

Call Warrants and Put Warrants are valued in a similar way to call and put options. During the term of a Call Warrant or a Put Warrant, the price of such Call Warrant or Put Warrant is affected by the Time Value. Before the Expiration Date the Time Value is positive and therefore the price of a Call Warrant or a Put Warrant is greater than the difference between the relevant Strike Price and the current price or level of the relevant Reference Item(s) (the “**Intrinsic Value**”). This is caused by the possibility of a beneficial movement in the value of the Reference Item(s) during the remaining time before the relevant Expiration Date. Due to the Time Value, the price movement of a Call Warrant or Put Warrant is in absolute terms smaller than the simultaneous price movement of the relevant Reference Item(s). Investors should note,

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however, that unfavourable price movements may also occur during the time before the relevant Expiration Date.

Time Value consists of different aspects: time to the Expiration Date, expected volatility in the price of the underlying Reference Item(s) and market interest rates. The longer the time to the Expiration Date, the higher the Time Value. This is due to the fact that a longer time to the Expiration Date allows for a higher possibility that a beneficial movement in the value of the underlying Reference Item(s) will occur.

As the time to the Expiration Date gets shorter, the Time Value normally also decreases and the price of the relevant Call Warrant or a Put Warrant will decrease, assuming everything else is unchanged. Time Value will decrease to zero just before expiration and the price of the relevant Call Warrant or Put Warrant at that time will equal its Intrinsic Value. An investor needs to carefully consider the amount of Time Value in the price of a Call Warrant or Put Warrant before investing in such Securities.

An investor investing in Call Warrants or Put Warrants may earn a substantially higher yield of return on his investment compared to a direct investment in the relevant Reference Item(s), but there is also a risk that an investor will sustain a loss of his entire investment.

Examples of the calculation of the Final Cash Settlement Amount for a Call Warrant or a Put Warrant linked to an Underlying Equity

The following example illustrates how the calculation of the Final Cash Settlement Amount is made:

Reference Item: Shares in ABC Corp

Strike Price: EUR 11

Number of Call/Put Warrants per one Underlying Equity: 5

Multiplier: 0.2 (i.e. $1 \div 5$)

Underlying Equity Final Price	Calculation	Final Cash Settlement Amount of Call Warrant
EUR 9	$(9 - 11) \times 0.2 = -0.4$	EUR 0
EUR 10	$(10 - 11) \times 0.2 = -0.2$	EUR 0
EUR 11	$(11 - 11) \times 0.2 = 0$	EUR 0
EUR 12	$(12 - 11) \times 0.2 = 0.2$	EUR 0.2
EUR 13	$(13 - 11) \times 0.2 = 0.4$	EUR 0.4

Underlying Equity Final Price	Calculation	Final Cash Settlement Amount of Put Warrant
EUR 9	$(11 - 9) \times 0.2 = 0.4$	EUR 0.4
EUR 10	$(11 - 10) \times 0.2 = 0.2$	EUR 0.2
EUR 11	$(11 - 11) \times 0.2 = 0$	EUR 0
EUR 12	$(11 - 12) \times 0.2 = -0.2$	EUR 0
EUR 13	$(11 - 13) \times 0.2 = -0.4$	EUR 0

Examples to illustrate the leverage effect in Call Warrants or Put Warrants linked to an Underlying Equity

An investor believes that the price of the shares of ABC Corp. is going to be substantially higher in 6 months' time and such investor wants to invest EUR 5,000 in such Underlying Equities or in Call Warrants. The current price of the Underlying Equity is EUR 10.

- (i) Investment in Underlying Equities: investor buys 500 shares at EUR 10 (invested amount EUR 5,000).

- (ii) Investment in Call Warrants: investor buys 31,250 Call Warrants at EUR 0.16 with Strike Price EUR 11 and expiration in 6 months (invested amount EUR 5,000). There are 5 warrants per one Underlying Equity, i.e. the Multiplier is 0.2.

At expiration, depending on the relevant Final Price of the Underlying Equity, the value of the investments is as follows:

Underlying Equity Final Price	Value of investment in Underlying Equities	Value of investment in Call Warrants
9	EUR 4,500	EUR 0
10	EUR 5,000	EUR 0
11	EUR 5,500	EUR 0
12	EUR 6,000	EUR 6,250
13	EUR 6,500	EUR 12,500

When the price of the Underlying Equity rises above EUR 11, the value of the investment in Call Warrants increases more rapidly than the value of the investment in the Underlying Equity. On the other hand, with a share price below or at EUR 11, an investor would lose the entire amount invested.

In relation to a Put Warrant, the opposite would apply. If the price of the Underlying Equity rises above the relevant Strike Price for the Put Warrant, the investor would lose the entire amount invested and if the price of the Underlying Equity falls below the relevant Strike Price, the value of an investment in Put Warrants would increase whereas a direct investment in the Underlying Equity would decrease.

Example for illustrating the impact of change in expected future volatility of the relevant Reference Item

As set out above under “General information regarding pricing of Securities” the value of a Security during its term depends on different factors. Set out below is an example of how expected future volatility impacts the value of a Call Warrant.

An investor has bought 31,250 Call Warrants at EUR 0.16.
 Strike Price: EUR 11
 Time to expiration: 6 months
 Current price of the Underlying Equity: EUR 10
 Implied volatility: 41%
 Interest rate: 1.19% p.a.
 The expected dividends: assumed to be 0
 Number of Call Warrants per one Underlying Equity: 5 (i.e. the multiplier is 0.2)

Changes in expected future volatility (being the “**implied volatility**”) impact the value of a Call Warrant or a Put Warrant as follows (with an expiration in 6 months):

Implied volatility	Value of Call Warrant
20%	EUR 0.05
30%	EUR 0.10
40%	EUR 0.16
50%	EUR 0.21
60%	EUR 0.27

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If implied volatility falls, the value of a Call Warrant will also fall, assuming everything else is unchanged. Changes in implied volatility would affect the value of a Put Warrant correspondingly, so that if implied volatility increases, the value of a Put Warrant will also increase.

Turbo Call Warrants and Turbo Put Warrants

A Turbo Call Warrant or a Turbo Put Warrant is a Security that, based on the economic performance of a Reference Item or a Basket of Reference Items, gives the investor a right to receive a Cash Settlement Amount which will be determined in accordance with the formula set out below. A Turbo Call Warrant or a Turbo Put Warrant may be an Index-Linked Security (linked to a single Index) or an Equity-Linked Security (linked to a single Underlying Equity). A Turbo Call Warrant or a Turbo Put Warrant may also be terminated early on the occurrence of an Early Termination Event.

The Cash Settlement Amount will be calculated based on the change in the value of the Reference Item(s) by reference to the following formula.

In respect of Turbo Call Warrants:

- (i) Where the Final Price is higher than the Strike Price:
 $(\text{Final Price} - \text{Strike Price}) \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$
- (ii) Otherwise, zero

In respect of Turbo Put Warrants:

- (i) Where the Final Price is lower than the Strike Price:
 $(\text{Strike Price} - \text{Final Price}) \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$
- (ii) Otherwise, zero

Consequently, a Cash Settlement Amount is payable if the relevant Final Price (being the average value or value of the Reference Item(s) on the specified final averaging or valuation date(s)) is higher than the relevant Strike Price (as specified in the relevant Final Terms or, if not so specified, as defined in the Conditions), in respect of a Turbo Call Warrant, and lower than the relevant Strike Price, in respect of a Turbo Put Warrant. If, on the other hand, the relevant Final Price is lower, in respect of a Turbo Call Warrant, or higher, in respect of a Turbo Put Warrant, than the relevant Strike Price, the Turbo Call Warrant or Turbo Put Warrant will expire worthless and an investor will lose the entire amount invested.

The Cash Settlement Amount will therefore be equal to the greater of (i) zero and (ii) the difference between the relevant Strike Price and the relevant Final Price, multiplied by the relevant Multiplier (to reflect the exposure of the relevant Turbo Call Warrant or Turbo Put Warrant to the relevant number or fraction of the relevant Reference Item(s)) and, where the relevant Strike Price and the relevant Final Price are not amounts in the relevant Settlement Currency or, in respect of a Reference Item which is an Index, the Index Currency is not the same as the Settlement Currency, converted into the relevant Settlement Currency at the relevant Exchange Rate.

A Turbo Call Warrant or a Turbo Put Warrant linked to a single Reference Item may also be terminated early if the value of the relevant Reference Item, determined in accordance with the Terms and Conditions of the Securities, is at any time lower than or equal to, in respect of a Turbo Call Warrant, or higher than or equal to, in respect of a Turbo Put Warrant, the relevant Barrier Level specified in the relevant Final Terms (i.e. an “Early Termination Event” occurs). The Barrier Level of a Turbo Call Warrant or a

Turbo Put Warrant may be equal to or higher, in respect of a Turbo Call Warrant, or equal to or lower, in respect of a Turbo Put Warrant, than the relevant Strike Price.

If an Early Termination Event occurs, such Turbo Call Warrant or Turbo Put Warrant will automatically expire on the date on which the Early Termination Event occurs and the Cash Settlement Amount in respect of each Turbo Call Warrant or Turbo Put Warrant will be calculated by reference to a Final Price determined as the lowest, in respect of a Turbo Call Warrant, or the highest, in respect of a Turbo Put Warrant, value of the relevant Reference Item which can be determined during a period of three (3) trading hours immediately following the time at which the relevant Early Termination Event occurred. On the occurrence of the Early Termination Event, the relevant Turbo Call Warrant or Turbo Put Warrant will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Turbo Call Warrant or Turbo Put Warrant will end immediately.

During the term of a Turbo Call Warrant or a Turbo Put Warrant, the price of such Turbo Call Warrant or Turbo Put Warrant is affected by the Time Value. Time Value in relation to Turbo Call Warrants and Turbo Put Warrants consists of time to the Expiration Date and market interest rates. Market interest rates, however, only have a minor impact on the value of a Turbo Call Warrant or a Turbo Put Warrant during its term. Before expiration, the Time Value is positive and therefore the price of a Turbo Call Warrant or a Turbo Put Warrant is greater than the difference between the relevant Strike Price and the current price or level of the relevant Reference Item(s) (the “**Intrinsic Value**”). Investors should note, however, that unfavourable price movements may also occur during the time before the relevant Expiration Date.

The longer the time to the Expiration Date, the higher the Time Value. As the time to the Expiration Date gets shorter, the Time Value normally also decreases and the price of the relevant Turbo Call Warrant or Turbo Put Warrant will decrease, assuming everything else is unchanged. Time Value will decrease to zero just before expiration and the price of the relevant Turbo Call Warrant or Turbo Put Warrant at that time will equal its Intrinsic Value. An investor needs to carefully consider the amount of Time Value in the price of a Turbo Call Warrant or Turbo Put Warrant before investing in such Securities.

During its term, the value of a Turbo Call Warrant or a Turbo Put Warrant will follow changes in the value of the Reference Item linked to such Turbo Call Warrant or Turbo Put Warrant. In relative terms the value of a Turbo Call Warrant or a Turbo Put Warrant fluctuates much more than the value of the relevant Reference Item, as a much smaller amount is invested in a Turbo Call Warrant or a Turbo Put Warrant than in a corresponding investment in the relevant Reference Item.

Turbo Call Warrants and Turbo Put Warrants are often used for short term trading and movements in the price of such Securities can be violent depending on the movements in the price or level of the relevant Reference Item(s).

Investors should therefore closely monitor changes in the price of a Turbo Call Warrant or a Turbo Put Warrant during the term of their investment.

Calculation of the Cash Settlement Amount for a Turbo Call Warrant or a Turbo Put Warrant linked to an Underlying Equity

The following example illustrates how the Cash Settlement Amount is calculated for a Turbo Call Warrant:

Reference Item: share in ABC Corp
 Strike Price: EUR 9
 Barrier Level: EUR 9.50
 Number of Underlying Equities per Turbo Call Warrant: 1

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Underlying Equity Final Price	Calculation	Cash Settlement Amount of Turbo Call Warrant
EUR 9	$9 - 9 = 0$	0
EUR 10	$10 - 9 = 1$	1.00
EUR 11	$11 - 9 = 2$	2.00
EUR 12	$12 - 9 = 3$	3.00
EUR 13	$13 - 9 = 4$	4.00

The following example illustrates how the Cash Settlement Amount is calculated for a Turbo Put Warrant:

Reference Item: share in ABC Corp
 Strike Price: EUR 13
 Barrier Level: EUR 12.50
 Number of Underlying Equities per Turbo Put Warrant: 1

Underlying Equity Final Price	Calculation	Cash Settlement Amount of Turbo Put Warrant
EUR 9	$13 - 9 = 4$	4.00
EUR 10	$13 - 10 = 3$	3.00
EUR 11	$13 - 11 = 2$	2.00
EUR 12	$13 - 12 = 1$	1.00
EUR 13	$13 - 13 = 0$	0

Examples to illustrate the leverage effect in Turbo Call Warrants or Turbo Put Warrants linked to an Underlying Equity

An investor believes that the price of the shares of ABC Corp. is going to be substantially higher in 6 months' time and such investor wants to invest EUR 5 000 in such Underlying Equities or in Turbo Call Warrants. The current price of the Underlying Equity is EUR 10. The interest rate is assumed to be 0% in the examples below.

- (i) Investment in Underlying Equities: investor buys 500 shares at EUR 10 (invested amount EUR 5,000).
- (ii) Investment in Turbo Call Warrants: investor buys 5,000 Turbo Call Warrants at EUR 1 with Strike Price EUR 9, Barrier Level EUR 9.50 and expiration in 6 months (invested amount EUR 5,000).

At expiration, assuming that no Early Termination Event has occurred and depending on the relevant Final Price of the Underlying Equity, the value of the investments is as follows:

Underlying Equity Final Price	Value of investment in Underlying Equities	Value of investment in Turbo Call Warrants
EUR 10	EUR 5,000	EUR 5,000
EUR 11	EUR 5,500	EUR 10,000
EUR 12	EUR 6,000	EUR 15,000
EUR 13	EUR 6,500	EUR 20,000

The above example illustrates the leverage effect in a Turbo Call Warrant.

If the price of the Reference Item at any point during the term of the Turbo Call Warrant is EUR 9.50 or lower, an Early Termination Event will occur and the Cash Settlement Amount will be calculated by reference to a Final Price determined as the lowest value of the Underlying Equity which can be determined during a period of three (3) trading hours immediately following the time at which the relevant Early Termination Event occurred.

The below example illustrates the value of the investments if the Final Price of the Underlying Equity falls:

Underlying Equity Final Price	Value of investment in Underlying Equities	Value of investment in Turbo Call Warrants
EUR 9.50	EUR 4,750	EUR 2,500
EUR 9	EUR 4,500	EUR 0
EUR 8.50	EUR 4,250	EUR 0

The example above illustrates that an investor investing in Turbo Call Warrants may lose the entire amount invested if the Final Price falls below the Strike Price.

If after two weeks following an investment in such Turbo Call Warrants, the price of the relevant Underlying Equity falls to EUR 9.50, an Early Termination Event would occur, the Turbo Call Warrant would expire automatically and the Cash Settlement Amount in respect of the relevant Security would be calculated by reference to a Final Price determined as the lowest value of the Underlying Equity which can be determined during a period of three (3) trading hours immediately following the time at which the Early Termination Event occurred. Assuming such Final Price is EUR 9.14, the Cash Settlement Amount for the Call Turbo Warrant would be EUR 0.14 (EUR 9.14 – EUR 9 = EUR 0.14). The investor would have lost 86 per cent. of the amount invested. On the occurrence of the Early Termination Event, the relevant market maker would immediately cease to quote prices for the Turbo Call Warrants.

Certificates Up and Certificates Down

A Certificate Up or a Certificate Down is a security that, based on the economic performance of a Reference Item (or a Basket of Reference Items), gives an investor a right to receive a Cash Settlement Amount which will be determined in accordance with the formula set out below. A Certificate Up or a Certificate Down may be an Index-Linked Security (linked to a single Index or Basket of Indices), a Futures-Linked Security (linked to a single Futures Contract) or an Equity-Linked Security (linked to a single Underlying Equity or Basket of Underlying Equities).

The Cash Settlement Amount will be calculated based on the change in the value of the Reference Item(s) by reference to the following formula.

In respect of a Certificate Up:

- (i) Where the Final Price is higher than the Strike Price:
 $(\text{Final Price} - \text{Strike Price}) \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$
- (ii) Otherwise, zero.

DESCRIPTION OF SPECIFIC SECURITIES

In respect of a Certificate Down:

- (i) Where the Final Price is lower than the Strike Price:
 $(\text{Strike Price} - \text{Final Price}) \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$
- (ii) Otherwise, zero.

Consequently, a Cash Settlement Amount is payable if the relevant Final Price (being the average value or value of the Reference Item(s) on the specified final averaging or valuation date(s)) is higher than the relevant Strike Price (as specified in the relevant Final Terms or, if not so specified, as defined in the Conditions), in respect of a Certificate Up, and lower than the Strike Price, in respect of a Certificate Down. If on the other hand, the relevant Final Price is lower, in respect of a Certificate Up, or higher, in respect of a Certificate Down, than the relevant Strike Price, a Certificate Up or a Certificate Down will expire worthless and an investor will lose the entire amount invested.

The Cash Settlement Amount will therefore be equal to the greater of (i) zero and (ii) the difference between the relevant Strike Price and the relevant Final Price, all multiplied by the relevant Multiplier (to reflect the exposure of the relevant Securities to the relevant number or fraction of the relevant Reference Item(s)) and, where the relevant Strike Price and the relevant Final Price are not amounts in the relevant Settlement Currency or, in respect of a Reference Item which is an Index, the Index Currency is not the same as the Settlement Currency, converted into the relevant Settlement Currency at the relevant Exchange Rate.

A Certificate Up or a Certificate Down linked to a single Reference Item may also provide that such Securities shall terminate early if the value of the relevant Reference Item determined as specified in the Conditions is at any time lower than or equal to, in respect of a Certificate Up, or higher than or equal to, in respect of a Certificate Down, the relevant Barrier Level specified in the relevant Final Terms (i.e. an “Early Termination Event” occurs). The Barrier Level of a Certificate Up or a Certificate Down may be equal to or higher, in respect of a Certificate Up, or equal to or lower, in respect of a Certificate Down, than the relevant Strike Price.

If an Early Termination Event occurs, such Certificate Up or Certificate Down will automatically expire on the date on which the Early Termination Event occurs and the Cash Settlement Amount in respect of each Certificate Up or Certificate Down will be calculated by reference to a Final Price determined as the lowest, in respect of a Certificate Up, or the highest, in respect of a Certificate Down, value of the relevant Reference Item which can be determined during a period of three (3) trading hours immediately following the time at which the relevant Early Termination Event occurred. On the occurrence of the Early Termination Event, the relevant Certificate Up or Certificate Down will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Certificate Up or Certificate Down will end immediately.

Certificates Up are designed to replicate the changes in value of the Reference Item (or Basket of Reference Items) without the leverage effect applicable to Turbo Call Warrants and Turbo Put Warrants (other than the leverage effect provided by the multiplier). The Strike Price of a Certificate Up is set low and the Strike Price of a Certificate Down is set high, in each case, compared to the level of the Reference Item when the Certificate Up is issued, so that there is no or very limited leverage effect on the value of the Certificate Up or the Certificate Down compared to the value of the Reference Item (or Basket of Reference Items).

The value of a Certificate Up during its term will follow changes in the value of the relevant Reference Item (or Basket of Reference Items) as long as the value of such Reference Item (or Basket of Reference Items) is above the relevant Strike Price. The value of a Certificate Down, on the other hand, increases if the value of the relevant Reference Item (or Basket of Reference Items) decreases, and decreases in value if the value of the relevant Reference Item (or Basket of Reference Items) increases.

Calculation of the Cash Settlement Amount for a Certificate Up or a Certificates Down linked to an Index

The following example illustrates how the Cash Settlement Amount is calculated for a Certificate Up and a Certificate Down:

Certificate Up:

Reference Item: XYZ-index
 Time to expiration: 6 months
 Strike Price: 0.1
 Multiplier: 0.1

Certificate Down:

Reference Item: XYZ-index
 Time to expiration: 6 months
 Strike Price and Barrier Level: 200
 Multiplier: 0.1

Index Price	Final	Calculations	Cash Settlement Amount – Certificate Up	Calculations	Cash Settlement Amount - Certificate Down
90		$(90-0.1)*0.1$	8.99	$(200-90)*0.1$	11.00
100		$(100-0.1)*0.1$	9.99	$(200-100)*0.1$	10.00
110		$(110-0.1)*0.1$	10.99	$(200-110)*0.1$	9.00

During its term, the value of a Certificate Up and the value of a Certificate Down will follow changes in the value of the relevant Reference Item. The below table shows how the value of the Certificate Up and the Certificate Down change depending on the changes in the value of the relevant Reference Item:

Value of Index	Value of Certificate Up	Value of Certificate Down
90	9.03	11.06
100	10.04	10.05
110	11.04	9.05

The difference in the value of a Certificate Up or Certificate Down during its term compared to the value of the Final Cash Settlement Amount, is caused by the impact of interest rates and time to the relevant Expiration Date, or the so called Time Value, on the value of a Certificate Up or Certificate Down. Interest rates only have a minor impact on the value of a Certificate Up or a Certificate Down during its term and consequently do not offer any real leverage effect. The higher the absolute price of the Certificates Up or Certificates Down the greater the absolute impact of the interest rates. Prior to expiration, the Time Value is positive and therefore the price of a Certificate Up or Certificate Down is greater than the difference between the relevant Strike Price and the current price or level of the relevant Reference Item(s). Investors should note, however, that unfavourable price movements may also occur during the time before the relevant Expiration Date.

The longer the time to the Expiration Date, the higher the Time Value. As the time to the Expiration Date gets shorter, the Time Value normally also decreases and the price of the relevant Certificate Up or Certificate Down will decrease, assuming everything else is unchanged. At expiration, the Time Value of a Certificate Up or a Certificate Down is zero. An investor needs to carefully consider the amount of Time Value in the price of a Certificate Up or Certificate Down before investing in such Securities.

Covered Call Certificates

A Covered Call Certificate is a security that, based on the economic performance of a Reference Item (or a Basket of Reference Items), gives an investor a right to receive a Cash Settlement Amount which will be determined in accordance with the formula set out below. A Covered Call Certificate may be an Index-Linked Security (linked to a single Index or a Basket of Indices), a Futures-Linked Security (linked to a single Futures Contract) or an Equity-Linked Security (linked to a single Underlying Equity or Basket of Underlying Equities).

DESCRIPTION OF SPECIFIC SECURITIES

The Cash Settlement Amount will be calculated by reference to the following formula:

- (i) Where the Final Price is higher than the Cap Level:
$$\text{Cap Level} \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$$
- (ii) Where the Final Price is lower than (or equal to) the Cap Level:
$$\text{Final Price} \times \text{Multiplier} \times \text{Exchange Rate (if applicable)}$$

If the relevant Final Price (being the average value or value of the Reference Item (or Basket of Reference Items) on the specified final averaging or valuation date(s)) is higher than the Cap Level specified in the relevant Final Terms, an investor will receive a Cash Settlement Amount corresponding to the Cap Level multiplied by the Multiplier and, where the relevant Cap Level is not an amount in the relevant Settlement Currency or, in respect of a Reference Item which is an Index, the Index Currency is not the same as the Settlement Currency, converted into the relevant Settlement Currency at the relevant Exchange Rate. If the relevant Final Price is lower than or equal to the Cap Level (in which case the investor is directly exposed to the eventual adverse performance of the relevant Reference Item or Basket of Reference Items), an investor will receive a Cash Settlement Amount corresponding to the relevant Final Price multiplied by the Multiplier and, where the relevant Final Price is not an amount in the relevant Settlement Currency or, in respect of a Reference Item which is an Index, the Index Currency is not the same as the Settlement Currency, converted into the relevant Settlement Currency at the relevant Exchange Rate.

An investment in a Covered Call Certificates corresponds to an investment strategy which consists of owning the relevant Reference Item (or Basket of Reference Items) (i.e. having a long position in such Reference Item (or Basket of Reference Items)) and selling call options on such Reference Item (or Basket of Reference Items). The investment rationale is to receive a premium from the sold options and increase the yield on the long position. An investment in Covered Call Certificates, consequently, corresponds to an investment in the Reference Item (or Basket of Reference Items) at a discount while at the same time accepting a cap on profit on the investment. The price of the Covered Call Certificate is lower than the value of the relevant Reference Item (or Basket of Reference Items). The price of the Covered Call Certificate increases as the value of the Reference Item (or Basket of Reference Items) increases until the relevant Cap Level is reached. On the specified final averaging or valuation date(s), the Covered Call Certificate gives a higher profit than a long position in the Reference Item (or Basket of Reference Items), as long as the value of the relevant Reference Item (or Basket of Reference Items) is not higher than the relevant Cap Level. After the value of the relevant Reference Item (or Basket of Reference Items) has reached the relevant Cap Level, the profit on a Covered Call Certificate does not increase even if the value of the Reference Item (or Basket of Reference Items) increases. The amount invested in a Covered Call Certificate will be small compared to a direct investment in the relevant Reference Item (or Basket of Reference Items) and the yield will therefore be higher on an investment in a Covered Call Certificate compared to a direct investment in the relevant Reference Item (or Basket of Reference Items) until the value of the relevant Reference Item (or Basket of Reference Items) reaches the relevant Cap Level.

During its term, the value of a Covered Call Certificate is affected by Time Value. Time Value in Relation to Covered Call Certificates consist of time to the Expiration Date, expected volatility in the price of any relevant Reference Item(s) and market interest rates. The longer the time to the Expiration Date, the higher the value of the Covered Call Certificate, assuming everything else is unchanged. The value is however, also affected by expected volatility and market interest rates, and the impact of these factors on the price of the Covered Call Certificates is complex.

Calculation of the Cash Settlement Amount for a Covered Call Certificate

The following example illustrates how the Cash Settlement Amount is calculated for a Covered Call Certificate:

Cap Level: EUR 11

Multiplier: 1

Reference Item Final Price	Cash Settlement Amount of Covered Call Certificate
EUR 9	9.00
EUR 10	10.00
EUR 11	11.00
EUR 12	11.00
EUR 13	11.00

Examples highlighting the relative yields of an investment in the relevant Reference Item compared to an investment in Covered Call Certificates

The following example shows the profit or loss on an investment in a Covered Call Certificate at expiration of the relevant Covered Call Certificate compared to an investment in the relevant Reference Item:

Price of Reference Item: EUR 10

Price of Covered Call Certificate: EUR 9.50

Cap Level: EUR 11

Multiplier: 1

Reference Item Final Price	Profit/loss of a long position	Profit/loss of a Covered Call Certificate	Yield of a long position	Yield of Covered Call Certificate
9	-1	-0.5	-10%	-5.3%
9.50	-0.5	0	-5%	0
10	0	+0.5	0%	+5.3%
10.50	+0.5	+1	+5%	+10.5%
11	+1	+1.5	+10%	+15.8%
11.50	+1.5	+1.5	+15%	+15.8%
12	+2	+1.5	+20%	+15.8%

As the example shows, an investment in a Covered Call Certificate also gives some protection against a decrease in the price or level of the relevant Reference Item compared to a long position in such Reference Item. This is caused by the fact that the investment in a Covered Call Certificate corresponds to an investment in such Reference Item at a discount.

Certificates Bull and Certificates Bear*Description of Certificates Bull and Certificates Bear*

DESCRIPTION OF SPECIFIC SECURITIES

A Certificate Bull or Certificate Bear is a security that, based on the economic performance of a Reference Item, gives an investor a right to receive a Cash Settlement Amount which will be determined in accordance with the formulae set out below. A Certificate Bull or Certificate Bear may be an Index-Linked Security (linked to a single Index) or a Futures-Linked Security (linked to a single Futures Contract) or an Equity-Linked Security (linked to a single Underlying Equity).

The value of a Certificate Bull follows the performance of the Reference Item and the value of a Certificate Bear inversely follows the performance of the Reference Item (i.e. if the value of the Reference Item(s) goes up, its value goes down and *vice versa*).

Cash Settlement Amount

The Cash Settlement Amount of a Certificate Bull or Certificate Bear is the Accumulated Value on the Final Reference Date and will be calculated based on the change in the value of the Reference Item(s).

The “**Accumulated Value**” (“**AV**”) is calculated by the Calculation Agent on each Reference Date (t) (being a Scheduled Trading Day for all the Reference Item(s) which is not a Disrupted Day for any of the Reference Item(s)) from (but excluding) the Initial Reference Date to (and including) the Final Reference Date in accordance with the following formula:

$$AV_t = (AV_{t-1} + ACV + AF) * \frac{\text{ExchangeRate}_t}{\text{ExchangeRate}_{t-1}}$$

provided that where no Exchange Rate is specified in the relevant Final Terms, references to the Exchange Rate in the formula above shall be ignored.

Where:

“**AV_{t-1}**” means, in respect of a Reference Date (t), the Accumulated Value on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**AV_{t-1}**” means the Initial Reference Price or, if so specified in the relevant Final Terms, the amount specified in the relevant Final Terms.

“**Accumulated Change in Value**” (“**ACV**”) means, subject as provided below, an amount determined in accordance with the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}}$$

Where:

“**Reference Price_{t-1}**” means, in respect of a Reference Date (t) and subject as provided below, the Reference Price on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**Reference Price_{t-1}**” means the Initial Reference Price.

The Multiplier for a Certificate Bull will always be one or greater than one and the Multiplier for a Certificate Bear will always be minus one or less than minus one.

“**Accumulated Financing**” (“**AF**”) means, in respect of a Reference Date (t) and an Interest Rate Period, an amount determined in accordance with whichever of the following formulae is specified in the relevant Final Terms:

(i) either:

$$AF = AV_{t-1} * (IRB - \text{Margin} - MF) * \text{Day Count}$$

(ii) or:

$$AF = AV_{t-1} * (IRB - \text{Margin} - MF) * \text{Day Count} - \text{Multiplier} * IRB * AV_{t-1} * \text{Day Count}$$

Where:

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360.

“**Interest Rate Period**” means, in respect of a Reference Date (t), the period from (and including) the Reference Date immediately preceding such Reference Date (t) to (but excluding) such Reference Date (t).

“**IRB**” (being the “**Interest Rate Base**”), “**Margin**” and “**MF**” (being the “**Management Fee**”) will each be as specified in the relevant Final Terms.

ACV on dividend payment days

If the Reference Item in respect of a Certificate Bull or Certificate Bear is either (i) an Underlying Equity or (ii) an Index where dividend payments are not reflected automatically in the value of the relevant Index (a “price return” index), the Accumulated Change in Value on any Reference Date which is a date on which a relevant component of the Index or Underlying Equity is traded without the right to participate in the relevant dividend payment (an “**Ex-Dividend Date**”) will be calculated in accordance with the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - [\text{Reference Price}_{t-1} - \text{Dividend}_t]) * \frac{AV_{t-1}}{[\text{Reference Price}_{t-1} - \text{Dividend}_t]}$$

Where “**Dividend_t**” shall be an ordinary cash dividend declared in respect of one such Index component or Underlying Equity, as the case may be, by the issuer thereof, the Ex-Dividend Date in respect of which falls on the relevant Reference Date (t).

Corrections for rolling Futures Contracts

If the Reference Item in respect of a Certificate Bull or Certificate Bear is a Futures Contract, Reference Price_{t-1} for any Reference Date which is a roll date (being any Reference Date (t) on which any such Futures Contract (the “**First Futures Contract**”) is “rolled” into a Futures Contract with a later expiration date (the “**Second Futures Contract**”) will be adjusted in accordance with the formula set out in the Terms and Conditions of the Securities such that the relevant price of the First Futures Contract prior to the relevant roll date will be adjusted to reflect the difference between the price of the First Futures Contract and the Second Futures Contract.

Explanation of effect of Reference Item on Certificates Bull or Certificates Bear

Certificates Bull or Certificates Bear are designed to replicate the changes in value of the Reference Item. The price change of a Certificate Bull or Certificate Bear will correspond to the changes in the value of the relevant Reference Item on a daily basis throughout the term of the Certificate Bull or Certificate Bear. However, over time, the relative performance of the Certificate Bull or Certificate Bear may not correspond

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to the performance of the relevant Reference Item. This is due to the fact that the return of an investment in Certificates Bull or Certificates Bear is calculated based on the daily changes in the value of the Reference Item (which gives a result different from the total return on a direct investment in the Reference Item during the term of the relevant Certificate Bull or Certificate Bear) and this results in a compounding effect (which can be either positive or negative, depending on whether the Securities are Certificates Bull or Certificates Bear and on the direction of the change in value of the relevant Reference Item). In addition to this compounding effect, the level of the interest rate base, the margin and the management fee will also have an impact on the changes in the value of the Certificate Bull or Certificate Bear and may also result in a greater or smaller change in the value of the Securities compared to the value of the relevant Reference Item. If the multiplier is greater than one (in respect of a Certificate Bull) or lower than minus one (in respect of a Certificate Bear), this effect will be magnified. If the Accumulated Value of the Certificate Bull or Certificate Bear decreases during its term, the Cash Settlement Amount will be less than the amount invested and there is also a risk that an investor will sustain a loss of his entire investment.

The amount of the Accumulated Value of a Certificate Bull or Certificate Bear will reflect an accumulated financing amount computed as (a) (i) an interest rate for the relevant period from which is deducted a margin and the management fee, multiplied by (ii) the previous accumulated value of the Certificate Bull or Certificate Bear less (if so specified in the relevant Final Terms) (b) an amount reflecting the cost or gain relating to underlying or related hedging and funding arrangements of the Issuer (or any of its affiliates) (which may be a positive or a negative amount). In relation to Certificates Bull, such amount would represent a cost which would operate to decrease the accumulated financing amount. In relation to Certificates Bear, such amount would represent a gain which would operate to increase the accumulated financing amount. The interest rate base, margin and management fee (on the issue date) will be specified in the relevant Final Terms.

A management fee reflecting the Issuer's costs of administration and/or hedging in respect of the relevant Certificate Bull or Certificate Bear will be deducted from the interest rate on a daily basis during the term of the Certificate Bull or Certificate Bear, as specified above. The relevant management fee on the issue date will be specified in the relevant Final Terms and may subsequently be increased or decreased by the Issuer if such costs of administration and/or hedging change, however, the management fee shall never be greater than the maximum management fee specified in the relevant Final Terms. If the management fee is increased, the price of the Certificate Bull or Certificate Bear may be negatively affected.

Early Expiration

If, at any time on any Reference Date, the percentage decrease (in the case of Certificates Bull) or increase (in the case of Certificates Bear) in value of the Reference Item in respect of a Certificate Bull or Certificate Bear compared to the Reference Price on the previous Reference Date is more than or equal to the percentage specified in the relevant Final Terms (an "**Early Termination Event**"), the Securities will expire worthless on such Reference Date (the "**Early Termination Date**"), the Cash Settlement Amount shall be deemed to be zero and investors will sustain a loss of their entire investment.

The Issuer may designate an Early Termination Date prior to the Scheduled Expiration Date specified in the relevant Final Terms for any reason by giving notice to investors and specifying the relevant Early Termination Date in such notice (such an event, also an "Early Termination Event"). Such Early Termination Date may be designated to be at any time during the period from (and including) the day falling 15 Business Days after the date of the relevant notice to (but excluding) the Scheduled Expiration Date. If the Issuer designates an Early Termination Date as set out above, the Certificates Bull or Certificates Bear, as the case may be, will automatically expire on the Early Termination Date, the Final Reference Date shall be deemed to be the Early Termination Date and the Cash Settlement Amount will be calculated by reference to the Accumulated Value on the relevant Early Termination Date.

On the occurrence of an Early Termination Event, the relevant Certificate Bull or Certificate Bear will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Certificate Bull or Certificate Bear will end immediately.

Examples of the performance of Certificates Bull and Certificates Bear

The Interest Rate Base, Margin and Management Fee are ignored for the purposes of the following examples.

(a) The following example illustrates the performance of a Certificate Bull and a Certificate Bear with a multiplier factor one and minus one, respectively, when the daily value of the Reference Item only increases.

Day	Reference Item value	Reference Item Daily performance	Certificate Bull value	Certificate Bull Daily performance	Certificate Bear value	Certificate Bear Daily performance
0	100		10.00		10.00	
1	102	+2.00 %	10.20	+2.00 %	9.80	-2.00 %
2	106	+3.92 %	10.60	+3.92 %	9.42	-3.92 %
3	107	+0.94 %	10.70	+0.94 %	9.33	-0.94 %
4	109	+1.87 %	10.90	+1.87 %	9.15	-1.87 %
5	113	+3.67 %	11.30	+3.67 %	8.82	-3.67 %
6	114	+0.88 %	11.40	+0.88 %	8.74	-0.88 %
Performance over time		+14.00 %		+14.00 %		-12.61 %

Over six trading days, the value of the Reference Item has increased by 14%. Over the same period, the value of the Certificate Bull has also increased by 14%. The value of the Certificate Bear has, however, decreased by 12.61%. The reason for this difference in change in value is that the value of the Certificate Bear is based on the daily performance of the Reference Item, not its longer term performance.

(b) The following example illustrates the performance of a Certificate Bull and Certificate Bear with a multiplier one and minus one, respectively, when the daily value of the Reference Item only decreases.

Day	Reference Item value	Reference Item Daily performance	Certificate Bull value	Certificate Bull Daily performance	Certificate Bear value	Certificate Bear Daily performance
0	100		10.00		10.00	
1	99.5	-0.50 %	9.95	-0.50 %	10.05	+0.50 %
2	97	-2.51 %	9.70	-2.51 %	10.30	+2.51 %
3	96	-1.03 %	9.60	-1.03 %	10.41	+1.03 %
4	94.5	-1.56 %	9.45	-1.56 %	10.57	+1.56 %
5	92	-2.65 %	9.20	-2.65 %	10.85	+2.65 %
6	90	-2.17 %	9.00	-2.17 %	11.09	+2.17 %
Performance over time		-10.00 %		-10.00 %		+10.86 %

Over six trading days, the value of the Reference Item has decreased by 10%. Over the same period the value of the Certificate Bull has also decreased by 10%. The value of the Certificate Bear has, however, increased by 10.86%. The reason for this difference in change in value is that the value of the Certificate Bear is based on the daily performance of the Reference Item, not its longer term performance.

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(c) The following example illustrates the performance of a Certificate Bull and Certificate Bear with a multiplier one and minus one, respectively, when the daily value of the Reference Item both increases and decreases.

Day	Reference Item value	Reference Item Daily performance	Certificate Bull value	Certificate Bull Daily performance	Certificate Bear value	Certificate Bear Daily performance
0	100		10.00		10.00	
1	99.5	-0.50 %	9.95	-0.50 %	10.05	+0.50 %
2	101	+1.50 %	10.10	+1.50 %	9.90	-1.50 %
3	100.5	-0.50 %	10.05	-0.50 %	9.95	+0.50 %
4	102	+1.49 %	10.20	+1.49 %	9.80	-1.49 %
5	99.6	-2.35 %	9.96	-2.35 %	10.03	+2.35 %
6	99	-0.60 %	9.90	-0.60 %	10.09	+0.60 %
Performance over time		-1.00 %		-1.00 %		+0.90 %

Over six trading days, the value of the Reference Item has decreased by 1%. Over the same period the value of the Certificate Bull has also decreased by 1%. The value of the Certificate Bear has, however, increased by 0.90 %. The reason for this difference in change in value is that the value of the Certificate Bear is based on the daily performance of the Reference Item, not its longer term performance.

(d) The following example illustrates the performance of a Certificate Bull and a Certificate Bear with a multiplier factor two and minus two, respectively, when the daily value of the Reference Item only increases.

Day	Reference Item value	Reference Item Daily performance	Certificate Bull x 2 value	Certificate Bull x 2 Daily performance	Certificate Bear x 2 value	Certificate Bear x 2 Daily performance
0	100		10.00		10.00	
1	102	+2.00 %	10.40	+4.00 %	9.60	-4.00 %
2	106	+3.92 %	11.22	+7.84 %	8.85	-7.84 %
3	107	+0.94 %	11.43	+1.88 %	8.68	-1.88 %
4	109	+1.87 %	11.85	+3.74 %	8.36	-3.74 %
5	113	+3.67 %	12.72	+7.34 %	7.74	-7.34 %
6	114	+0.88 %	12.94	+1.76 %	7.60	-1.76 %
Performance over time		+14.00 %		+29.44 %		-24.00 %

Over six trading days, the value of the Reference Item has increased by 14%. Over the same period, the value of the Certificate Bull has increased by 29.44% and the value of the Certificate Bear has decreased by 24 %. The reason for these differences in change in value is that the value of the Certificate Bull and Certificate Bear are based on the daily performance of the Reference Item, not its longer term performance.

(e) The following example illustrates the performance of a Certificate Bull and a Certificate Bear with a multiplier factor two and minus two, respectively, when the daily value of the Reference Item only decreases.

Day	Reference Item value	Reference Item Daily performance	Certificate Bull x 2 value	Certificate Bull x 2 Daily performance	Certificate Bear x 2 value	Certificate Bear x 2 Daily performance
0	100		10.00		10.00	
1	99.5	-0.50 %	9.90	-1.00 %	10.10	+1.00 %
2	97	-2.51 %	9.39	-5.02 %	10.63	+5.02 %
3	96	-1.03 %	9.26	-2.06 %	10.90	+2.06 %
4	94.5	-1.56 %	8.97	-3.12 %	11.24	+3.12 %
5	92	-2.65 %	8.50	-5.30 %	11.84	+5.30 %
6	90	-2.17 %	8.13	-4.34 %	12.35	+4.34 %
Performance over time		-10.00 %		-18.71 %		+23.50 %

Over six trading days, the value of the Reference Item has decreased by 10%. Over the same period, the value of the Certificate Bull has decreased by 18.71% and the value of the Certificate Bear has increased by 23.5%. The reason for these differences in change in value is that the value of the Certificate Bull and Certificate Bear are based on the daily performance of the Reference Item, not its longer term performance.

(f) The following example illustrates the performance of a Certificate Bull and Certificate Bear with a multiplier two and minus two, respectively, when the daily value of the Reference Item both increases and decreases.

Day	Reference Item value	Reference Item Daily performance	Certificate Bull x 2 value	Certificate Bull x 2 Daily performance	Certificate Bear x 2 value	Certificate Bear x 2 Daily performance
0	100		10.00		10.00	
1	99.5	-0.50 %	9.90	-1.00 %	10.10	+1.00 %
2	101	+1.50 %	10.20	+3.00 %	9.80	-3.00 %
3	100.5	-0.50 %	10.10	-1.00 %	9.90	+1.00 %
4	102	+1.49 %	10.40	+2.98 %	9.61	-2.98 %
5	99.6	-2.35 %	9.91	-4.70 %	10.06	+4.70 %
6	99	-0.60 %	9.79	-1.20 %	10.18	+1.20 %
Performance over time		-1.00 %		-2.09 %		+1.77 %

Over six trading days, the value of the Reference Item has decreased by 1%. Over the same period the value of the Certificate Bull has decreased by 2.09% and the value of the Certificate Bear has increased by 1.20%. The reason for these differences in change in value is that the value of the Certificate Bull and Certificate Bear are based on the daily performance of the Reference Item, not its longer term performance.

Mini-Future Certificates Long and Mini-Future Certificates Short

A Mini-Future Certificate Long or a Mini-Future Certificate Short is a security that, based on the economic performance of a Reference Item, gives an investor a right to receive a Cash Settlement Amount which will be determined in accordance with the formula set out below. A Mini-Future Certificate Long and a Mini-Future Certificate Short may be an Index-Linked Security (linked to a single Index), a Futures-Linked Security (linked to a single Futures Contract) or an Equity-Linked Security (linked to a single Underlying Equity).

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The value of a Mini-Future Certificate Long follows the performance of the Reference Item and the value of a Mini-Future Certificate Short inversely follows the performance of the Reference Item (i.e. if the value of the Reference Item goes up, its value goes down and *vice versa*). A Mini-Future Certificate Long or a Mini-Future Certificate Short may also be terminated early on the occurrence of an Early Termination Event.

In relative terms, the value of a Mini-Future Certificate Long or a Mini-Future Certificate Short fluctuates much more than the value of the relevant Reference Item, as a much smaller amount is invested in a Mini-Future Certificate Long or a Mini-Future Certificate Short than in a corresponding investment in the relevant Reference Item.

Mini-Future Certificates Long and Mini-Future Certificates Short are often used for short term trading and movements in the price of such Securities can be violent depending on the movements in the price or level of the relevant Reference Item.

Investors should therefore closely monitor changes in the price of a Mini-Future Certificate Long or a Mini-Future Certificate Short during the term of their investment.

The Cash Settlement Amount of a Mini-Future Certificate Long or a Mini-Future Certificate Short will be calculated based on the change in the value of the Reference Item by reference to the following formula:

In respect of a Mini-Future Certificate Long:

- (i) Where the Final Price is higher than the Financing Level on the Final Reference Date:

(Final Price – Financing Level on the Final Reference Date) x Multiplier x (if applicable)
Exchange Rate

- (ii) Otherwise, zero.

In respect of a Mini-Future Certificate Short:

- (i) Where the Final Price is lower than the Financing Level on the Final Reference Date:

(Financing Level on the Final Reference Date - Final Price) x Multiplier x (if applicable)
Exchange Rate

- (ii) Otherwise, zero.

Where:

The “**Financing Level**” (“**FL**”) is calculated by the Calculation Agent on each Reference Date (*t*) (being a Scheduled Trading Day for all the Reference Item which is not a Disrupted Day for any of the Reference Item) from (but excluding) the Initial Reference Date to (and including) the Final Reference Date in accordance with the following formula:

$$FL_t = (FL_{t-1} + AF).$$

Where:

“**FL_{t-1}**” means, in respect of a Reference Date (*t*), the Financing Level on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**FL_{t-1}**” means the Initial Financing Level.

“**Initial Financing Level**” means the Initial Reference Price specified in the relevant Final Terms or, if so specified in the relevant Final Terms, the amount specified in the relevant Final Terms.

“**Accumulated Financing**” (“**AF**”) means, in respect of a Reference Date (t) and an Interest Rate Period, an amount determined in accordance with whichever of the following formulae is applicable to the relevant Securities:

- (i) in the case of a Mini-Future Certificate Long:

$$AF = FL_{t-1} * (\text{Interest Rate Base} + \text{Margin}) * \text{Day Count}; \text{ or}$$

- (ii) in the case of a Mini-Future Certificate Short:

$$AF = FL_{t-1} * (\text{Interest Rate Base} - \text{Margin}) * \text{Day Count}.$$

Where:

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360.

“**Interest Rate Period**” means, in respect of a Reference Date (t), the period from (and including) the Reference Date immediately preceding such Reference Date (t) to (but excluding) such Reference Date (t).

“**IRB**” (being the “**Interest Rate Base**”) and “**Margin**” will each be as specified in the relevant Final Terms.

Consequently, a Cash Settlement Amount is payable if the relevant Final Price (being the value of the Reference Item on the Final Reference Date) is higher than, in respect of a Mini-Future Certificate Long, or lower than, in respect of a Mini-Future Certificate Short, the relevant Financing Level. If on the other hand, the relevant Final Price is equal to or lower than, in respect of a Mini-Future Certificate Long, or equal to or higher than, in respect of a Mini-Future Certificate Short, the relevant Financing Level, a Mini-Future Certificate Long or a Mini-Future Certificate Short will expire worthless and an investor will lose the entire amount invested.

Financing Level on dividend payment days

If the Reference Item in respect of a Mini-Future Certificate Long or Mini-Future Certificate Short is either (i) an Underlying Equity or (ii) an Index where dividend payments are not reflected automatically in the value of the relevant Index (a “price return” index), the Financing Level on any Reference Date which is a date on which a relevant component of the Index or Underlying Equity is traded without the right to participate in the relevant dividend payment (an “**Ex-Dividend Date**”) will be calculated in accordance with the following formula:

$$FL_t = (FL_{t-1} + [AF - \text{Dividend}_t]).$$

Where “**Dividend_t**” shall be an ordinary cash dividend declared in respect of one such Index component or Underlying Equity, as the case may be, by the issuer thereof (multiplied by the applicable basket and/or index weighting), the Ex-Dividend Date in respect of which falls on the relevant Reference Date (t).

Corrections for rolling Futures Contracts

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If the Reference Item in respect of a Mini-Future Certificate Long Mini-Future Certificate Short is a Futures Contract, the Financing Level_{t-1} for any Reference Date which is a roll date (being any Reference Date (*t*) on which any such futures contract (the “**First Futures Contract**”) is “rolled” into a futures contract with a later expiration date (the “**Second Futures Contract**”) will be adjusted in accordance with the formula set out in the Terms and Conditions of the Securities such that the relevant price of the First Futures Contract prior to the relevant roll date will be adjusted to reflect the difference between the price of the First Futures Contract and the Second Futures Contract.

Early Expiration

A Mini-Future Certificate Long or a Mini-Future Certificate Short may be terminated early if the value of the relevant Reference Item determined as specified in the relevant Final Terms is at any time lower than or equal to, in respect of a Mini-Future Certificate Long, or higher than or equal to, in respect of a Mini-Future Certificate Short, the Barrier Level (i.e. an “Early Termination Event” occurs).

The original Barrier Level of a Mini-Future Certificate Long or a Mini-Future Certificate Short is the product of the Barrier Percentage specified in the relevant Final Terms and the Initial Financing Level. The original Barrier Level is adjusted on the first Business Day of each month by applying the Barrier Percentage to the Financing Level of the immediately preceding Reference Date.

If an Early Termination Event as described above occurs, such Mini-Future Certificate Long or Mini-Future Certificate Short will automatically expire on the date on which the Early Termination Event occurs and the Cash Settlement Amount in respect of each Mini-Future Certificate Long or a Mini-Future Certificate Short will be calculated by reference to a Final Price determined as the lowest, in respect of a Mini-Future Certificate Long, or the highest, in respect of a Mini-Future Certificate Short, value of the relevant Reference Item which can be determined during a period of three (3) trading hours immediately following the time at which the relevant Early Termination Event occurred.

The Issuer may designate an Early Termination Date prior to the Scheduled Expiration Date specified in the relevant Final Terms for any reason by giving notice to investors and specifying the relevant Early Termination Date in such notice (such an event, also an “Early Termination Event”). Such Early Termination Date may be designated to be at any time during the period from (and including) the day falling 15 Business Days after the date of the relevant notice to (but excluding) the Scheduled Expiration Date. If the Issuer designates an Early Termination Date as set out above, the Mini-Future Certificate Long or Mini-Future Certificate Short, as the case may be, will automatically expire on the Early Termination Date, the Final Reference Date shall be deemed to be the Early Termination Date and the Cash Settlement Amount will be calculated by reference to the Financing Level and the Final Price on the relevant Early Termination Date.

On the occurrence of any of the Early Termination Events described above, the relevant Mini-Future Certificate Long or Mini-Future Certificate Short will be delisted from the relevant regulated market (if applicable) and the quotation of prices by any relevant market maker for the relevant Mini-Future Certificate Long or a Mini-Future Certificate Short will end immediately.

Examples of the performance of Mini-Future Certificates Long and Mini-Future Certificates Short

(a) The following example illustrates the intra-day performance of a Mini-Future Certificate Long with a constant Financing Level and a multiplier factor one:

Reference Item: share in ABC Corp
Financing Level: EUR 8.50
Barrier Level: EUR 8.80
Multiplier: 1

Underlying Equity price (EUR)	Price of Mini-Future Certificate Long (EUR)
10	$10 - 8.50 = 1.50$
10.50	$10.50 - 8.50 = 2$
11	$11 - 8.50 = 2.50$
10.80	$10.80 - 8.50 = 2.30$
9.90	$9.90 - 8.50 = 1.40$
9	$9 - 8.50 = 0.50$

The Financing Level will be adjusted daily. The following example illustrates how the price of the above Mini-Future Certificate Long is calculated over time.

Closing price of Underlying Equity (EUR)	Financing Level (EUR)	Price of Mini-Future Certificate Long (EUR)
10	8.50	1.50
10.50	8.51	1.99
10.50	8.52	1.98
10.80	8.53	2.27
10.30	8.54	1.76
10	8.55	1.45

(b) The following example illustrates the intra-day performance of a Mini-Future Certificate Long with a constant Financing Level and a multiplier factor 0.2:

Reference Item: share in DEF Corp
 Financing Level: EUR 34
 Barrier Level: EUR 36
 Multiplier: 0.2

Underlying Equity price (EUR)	Price of Mini-Future Certificate Long (EUR)
40	$(40 - 34) \times 0.2 = 1.20$
40.60	$(40.60 - 34) \times 0.2 = 1.32$
41	$(41 - 34) \times 0.2 = 1.40$
39.70	$(39.70 - 34) \times 0.2 = 1.14$
39	$(39 - 34) \times 0.2 = 1$
38.50	$(38.50 - 34) \times 0.2 = 0.90$

The Financing Level will be adjusted daily. The following example illustrates how the price of the above Mini-Future Certificate Long is calculated over time.

Closing price of Underlying Equity (EUR)	Financing Level (EUR)	Price of Mini-Future Certificate Long (EUR)
40	34	$(40 - 34) \times 0.2 = 1.20$
40.60	34.04	$(40.60 - 34.04) \times 0.2 = 1.312$
40.60	34.08	$(40.60 - 34.08) \times 0.2 = 1.304$
40.90	34.12	$(40.90 - 34.12) \times 0.2 = 1.356$
40.30	34.16	$(40.30 - 34.16) \times 0.2 = 1.228$
40	34.20	$(40 - 34.20) \times 0.2 = 1.16$

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(c) The following example illustrates the intra-day performance of a Mini-Future Certificate Short with a constant Financing Level and a multiplier factor one:

Reference Item: share in ABC Corp

Financing Level: EUR 11.50

Barrier Level: EUR 11.20

Multiplier: 1

Underlying Equity price (EUR)	Price of Mini-Future Certificate Short (EUR)
10	$11.50 - 10 = 1.50$
10.50	$11.50 - 10.50 = 1$
11	$11.50 - 11 = 0.50$
10.80	$11.50 - 10.80 = 0.70$
9.90	$11.50 - 9.90 = 1.60$
9	$11.50 - 9 = 2.50$

The Financing Level will be adjusted daily. The following example illustrates how the price of the above Mini-Future Certificate Long is calculated over time.

Closing price of Underlying Equity (EUR)	Financing Level (EUR)	Price of Mini-Future Certificate Long (EUR)
10	11.50	$11.50 - 10 = 1.50$
10.50	11.51	$11.51 - 10.50 = 1.01$
10.50	11.52	$11.52 - 10.50 = 1.02$
10.80	11.53	$11.53 - 10.80 = 0.73$
10.30	11.54	$11.54 - 10.30 = 1.24$
10	11.55	$11.55 - 10 = 1.55$

(d) The following example illustrates the intra-day performance of a Mini-Future Certificate Short with a constant Financing Level and a multiplier factor 0.2:

Reference Item: share in DEF Corp

Financing Level: EUR 46

Barrier Level: EUR 44

Multiplier: 0.2

Underlying Equity price (EUR)	Price of Mini-Future Certificate Short (EUR)
40	$(46 - 40) \times 0.2 = 1.20$
40.60	$(46 - 40.60) \times 0.2 = 1.08$
41	$(46 - 41) \times 0.2 = 1$
39.70	$(46 - 39.70) \times 0.2 = 1.26$
39	$(46 - 39) \times 0.2 = 1.40$
38.50	$(46 - 38.50) \times 0.2 = 1.50$

The Financing Level will be adjusted daily. The following example illustrates how the price of the above Mini-Future Certificate Long is calculated over time.

DESCRIPTION OF SPECIFIC SECURITIES

Closing price of Underlying Equity (EUR)	Financing Level (EUR)	Price of Mini-Future Certificate Long (EUR)
40	46	$(46 - 40) \times 0.2 = 1.20$
40.60	46.04	$(46.04 - 40.60) \times 0.2 = 1.088$
40.60	46.08	$(46.08 - 40.60) \times 0.2 = 1.096$
40.90	46.12	$(46.12 - 40.90) \times 0.2 = 1.044$
40.30	46.16	$(46.16 - 40.30) \times 0.2 = 1.172$
40	46.20	$(46.20 - 40) \times 0.2 = 1.24$

FORM OF THE SECURITIES

Words and expressions defined in “Terms and Conditions of the Securities” herein shall have the same meanings in this “Summary of Form of the Securities”.

Each Tranche of Securities will be issued in uncertificated and dematerialised book entry form. Legal title to the Securities will be evidenced by book entries in the records of the VP, Euroclear Sweden or Euroclear Finland, as the case may be. The Securities are the subject of the Systems Agency Agreement. On the issue of the Securities, the Issuer will send a copy of the relevant Final Terms to the VP/ES Systems Agent in respect of Securities cleared through the VP or Euroclear Sweden or the EFi Systems Agent in respect of Securities cleared through Euroclear Finland.

Where Securities are issued by the Issuer without initial subscribers for the Securities, on delivery of the relevant Final Terms by the VP/ES Systems Agent to the VP or Euroclear Sweden, as the case may be, and notification to the VP or Euroclear Sweden, as the case may be, that such Securities will not be subscribed, the VP/ES Systems Agent, acting on behalf of the Issuer, will give instructions to the VP or Euroclear Sweden, as the case may be, to credit the VP or Euroclear Sweden, as the case may be, account of the Issuer with the relevant Securities. Where Securities are issued by the Issuer without initial subscribers for the Securities, on delivery of the relevant Final Terms by the EFi Systems Agent to Euroclear Finland and notification to Euroclear Finland that such Securities will not be subscribed, the EFi Systems Agent, acting on behalf of the Issuer, will give instructions to Euroclear Finland to credit the Euroclear Finland account of the Issuer with the relevant Securities.

Where the relevant Securities are issued by the Issuer to a Dealer and/or any other subscriber, on delivery of the relevant Final Terms by the VP/ES Systems Agent to the VP or Euroclear Sweden, as the case may be, and notification to the VP or Euroclear Sweden, as the case may be, of the subscribers and their VP or Euroclear Sweden, as the case may be, account details by the relevant Dealer or the Issuer, as the case may be, the VP/ES Systems Agent, acting on behalf of the Issuer, will give instructions to the VP or Euroclear Sweden, as the case may be, to credit each subscribing account holder with the VP or Euroclear Sweden, as the case may be, with a number of Securities equal to the number thereof for which it has subscribed and paid. Where the relevant Securities are issued by the Issuer to a Dealer and/or any other subscriber, on delivery of the relevant Final Terms by the EFi Systems Agent to Euroclear Finland and notification to Euroclear Finland of the subscribers and their Euroclear Finland account details by the relevant Dealer or the Issuer, as the case may be, the EFi Systems Agent, acting on behalf of the Issuer, will give instructions to Euroclear Finland to credit each subscribing account holder with Euroclear Finland with a number of Securities equal to the number thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of Securities in the VP, Euroclear Sweden or Euroclear Finland, as the case may be, will take place in accordance with market practice at the time of the transaction. Transfers of interests in the relevant Securities will take place in accordance with the rules and procedures for the time being of the VP, Euroclear Sweden or Euroclear Finland, as the case may be.

The Terms and Conditions applicable to any Securities will consist of the Conditions set out under “Terms and Conditions of the Securities” below and the provisions of the relevant Final Terms which complete those Conditions, in so far as such Final Terms relates to such Securities.

Clearing Systems

Any reference herein to the VP, Euroclear Sweden or Euroclear Finland, as the case may be, shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the relevant Dealer (if applicable).

TERMS AND CONDITIONS OF THE SECURITIES

General Conditions

The following (including the Meetings Schedule and the Payout Schedule hereto) is the text of the terms and conditions of the Securities, which, as completed by the relevant Final Terms (in so far as such Final Terms relates to the relevant Tranche,) will be applicable to each Security. Securities will not be evidenced by any physical security or document of title other than statements of account made by the VP, Euroclear Sweden or Euroclear Finland, as the case may be. Ownership of Securities will be recorded and transfer effected only through the book entry system and register maintained by the VP, Euroclear Sweden or Euroclear Finland, as the case may be.

1. Introduction

- 1.1. *Programme*: Danske Bank A/S (the “**Issuer**”) has established a Warrant and Certificate Programme (the “**Programme**”) for the issuance of warrants and certificates.
- 1.2. *Final Terms*: Securities are issued as either warrants or certificates as specified in the relevant Final Terms (as defined below) and in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Securities which are expressed to be consolidated and form a single series and have the same Conditions in all respects (or in all respects except for the issue date and the issue price). A Final Terms document (the “**Final Terms**”) which completes these general terms and conditions (the “**General Conditions**”), the Meetings Schedule and the Payout Schedule (these General Conditions, the Meetings Schedule and the Payout Schedule together, the “**Conditions**”) will be issued in respect of Tranches of one or more Series of Securities. The “**Terms and Conditions**” applicable to any particular Tranche of Securities are these Conditions as completed by the relevant Final Terms, in so far as such Final Terms relates to such Tranche. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- 1.3. *Systems Agency Agreement*: The Securities are the subject of an agency agreement dated 2 July 2014 (as supplemented, amended and/or replaced from time to time, the “**Systems Agency Agreement**”) between the Issuer and Danske Bank A/S as agent in respect of Securities cleared through the VP or Euroclear Sweden (the “**VP/ES Systems Agent**”, which expression includes any successor agent appointed from time to time in connection with the Securities) and Danske Bank Oyj as agent in respect of Securities cleared through Euroclear Finland (the “**EFi Systems Agent**”, which expression includes any successor agent appointed from time to time in connection with the Securities and, together with the VP/ES Systems Agent, the “**Systems Agents**”). The VP/ES Systems Agent will act as agent of the Issuer in respect of all dealings with the VP and Euroclear Sweden, as the case may be, in respect of the Securities and the EFi Systems Agent will act as agent of the Issuer in respect of all dealings with Euroclear Finland in respect of the Securities.
- 1.4. *The Securities*: All subsequent references in these Conditions to “Securities” are to a Series of Securities which are the subject of relevant Final Terms. Copies of the relevant Final Terms are available for inspection during normal business hours at the Specified Office of the relevant Systems Agent and, in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Helsinki Oy, available at www.danskebank.fi, and, in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Copenhagen A/S and/or the NASDAQ OMX Stockholm AB and/or the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)), available at www.danskebank.dk and www.danskebank.com. In the case of a Tranche of Securities which are not admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system or which are not offered in the European Economic Area in circumstances where a prospectus is required to be published under Directive 2003/71/EC as amended, copies of

TERMS AND CONDITIONS OF THE SECURITIES

the Final Terms will only be available for inspection by holders of the Securities (the “**Holders**” or “**Securityholders**”).

- 1.5. *Summaries:* Certain provisions of these Conditions are summaries of the Systems Agency Agreement and are subject to its detailed provisions. The Holders of the Securities are bound by, and are deemed to have notice of, all the provisions of the Systems Agency Agreement and copies of the Systems Agency Agreement are available for inspection by Holders during normal business hours at the Specified Offices of the Systems Agents.

2. Interpretation

- 2.1. *Definitions:* In these Conditions the following expressions have the following meanings:

“**Business Day**” means a day on which the relevant Clearing Systems are open and commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Applicable Business Centre and, if TARGET2 is an Applicable Business Centre, a TARGET2 Settlement Day;

“**Calculation Agent**” means Danske Bank A/S or such other Person specified in the relevant Final Terms;

“**Cancellation Amount**” means, in relation to a Security, such amount(s) determined by the Calculation Agent which shall represent the fair market value of such Security on the relevant date of cancellation, adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its Affiliates) of unwinding any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent;

“**Cash Settlement Amount**” means, in relation to a Security, the relevant amount to which the Holder is entitled in the Settlement Currency in respect of such Security as determined by the Calculation Agent in accordance with the Payout Schedule, as completed by the relevant Final Terms. The Cash Settlement Amount payable following the determination of the occurrence of an Early Termination Event shall be the “**Early Termination Cash Settlement Amount**” and the Cash Settlement Amount payable where no Early Termination Event has occurred shall be the “**Final Cash Settlement Amount**”;

“**Cash Settlement Date**” means, in respect of a Security, either (i) if Early Termination is specified as applicable in the relevant Final Terms and an Early Termination Event occurs, and if the Determination Period accrues (or would accrue but for the occurrence of one or more event(s) giving rise to a Disrupted Day) on more than one Scheduled Trading Day immediately succeeding such Early Termination Date by reason of the occurrence of event(s) giving rise to a Disrupted Day, the eighth Business Day following the last occurring Determination Date or (ii) otherwise, the eighth Business Day following the Expiration Date in respect of such Security, which, in respect of Securities other than Open Ended Securities, is expected to be the Scheduled Cash Settlement Date;

“**Clearing System**” means, in relation to a Security, any of the VP, Euroclear Sweden and/or Euroclear Finland through which such Security is cleared;

“**Early Termination Date**” means, in respect of an Early Termination Event and subject as provided in the Payout Schedule, the date on which such Early Termination Event occurs;

“**Early Termination Event**” has the meaning given in the Payout Schedule;

“**Equity-Linked Securities**” means Securities the payments in relation to which are calculated by reference to one or more equity securities and/or formulae and which are specified as Equity-Linked Securities in the relevant Final Terms;

“**Euroclear Finland**” means Euroclear Finland Oy, Urho Kekkosen katu 5 C, FI-00101 Helsinki, Finland, the Finnish central securities depository;

“**Euroclear Sweden**” means Euroclear Sweden AB, Regeringsgaten 65, SE-103 97 Stockholm, Sweden, the Swedish central securities depository;

“**Expiration Date**” means, subject as provided in Condition 5, in respect of a Security, the final Final Averaging Date, the Final Reference Date or the Final Valuation Date, as the case may be, which is expected to be the Scheduled Expiration Date specified in (i) in respect of Securities other than Open Ended Securities, the relevant Final Terms or (ii) in respect of Open Ended Securities, the relevant Termination Notice;

“**Extraordinary Resolution**” has the meaning given in the Meetings Schedule;

“**Futures-Linked Securities**” means Securities the payments in relation to which are calculated by reference to one or more futures contracts and/or formulae and which are specified as Futures-Linked Securities in the relevant Final Terms;

“**Index-Linked Securities**” means Securities the payments in relation to which are calculated by reference to one or more indices and/or formulae and which are specified as Index-Linked Securities in the relevant Final Terms;

“**Issue Date**” has the meaning given in the relevant Final Terms;

“**Minimum Cash Settlement Amount**” has the meaning given in the relevant Final Terms;

“**Open Ended Securities**” means Securities for which “Open Ended Security” is specified to be applicable in the relevant Issue Terms. Any such Security may be terminated on by the Issuer in its discretion, subject as provided herein.

“**outstanding**” means, in relation to any Series of Securities, all such Securities other than:

- (i) those which have expired or have been purchased and cancelled pursuant to these Conditions; and
- (ii) those in respect of which the Expiration Date has occurred and the Cash Settlement Amounts in respect thereof have been duly paid to the relevant Systems Agent in the manner provided for in the Systems Agency Agreement (and, where appropriate, notice to that effect has been given in accordance with these Conditions) and remain available for payment in accordance with these Conditions,

provided that for the purposes of the Meetings Schedule those Securities which are held by, or are held on behalf of the Issuer or any Subsidiary of the Issuer and not cancelled shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

“**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“**Scheduled Cash Settlement Date**” means the date specified in the relevant Final Terms, being the date on which the Cash Settlement Date is expected to fall where either (a) Early Termination is not

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specified as applicable in the relevant Final Terms or (b) Early Termination is specified as applicable in the relevant Final Terms but no Early Termination Event occurs;

“**Securities**” means Securities issued in uncertificated and dematerialised book entry form cleared through the VP, Euroclear Sweden or Euroclear Finland, as the case may be;

“**Settlement Currency**” has the meaning given in the relevant Final Terms;

“**Specified Office**” means:

(i) in respect of the VP/ES Systems Agent:

Address: Danske Bank A/S
Corporate Actions
2-12 Holmens Kanal
DK-1092 Copenhagen K
Denmark

Fax: +45 43 55 12 23
Attention: Corporate Actions; and

(ii) in respect of the EFi Systems Agent:

Address: Danske Bank Oyj
Kaupintie 3
Helsinki
FI-00075 DANSKE BANK
Finland

Fax: +358 10 546 2507
Attention: Issuance Services;

or, in the case of any Systems Agent not originally party to the Systems Agency Agreement, the office specified in its terms of appointment or such other office as such Systems Agent may specify by notice to the Issuer and the other parties to the Systems Agency Agreement in accordance with the Systems Agency Agreement;

“**TARGET2 Settlement Day**” means any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) System (“**TARGET2**”) is open;

“**Treaty**” means the Treaty on the Functioning of the European Union, as amended; and

“**VP**” means VP Securities Services (*VP Securities A/S*), Helgeshøj Allé 61, DK-2630 Taastrup, Denmark, the Danish central securities depository.

2.2. *Interpretation:* In these Conditions:

(i) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “Not Applicable”, then such expression is not applicable to the Securities;

(ii) any reference to the Systems Agency Agreement shall be construed as a reference to the Systems Agency Agreement, as amended and/or supplemented up to and including the Issue Date of the first Tranche of the Securities; and

- (iii) any reference herein to a numbered “Condition” shall be to the relevant Condition in these General Conditions, any reference in the Payout Schedule to a numbered “General Condition” shall be to the relevant Condition of these General Conditions and any reference herein to a numbered “Payout Condition” shall be to the relevant Payout Condition of the Payout Schedule.

3. **Form, Type and Title**

- 3.1. *Form of Securities:* The Securities are issued in a dematerialised form.
- 3.2. *Type of Securities:* The Securities may be Index-Linked Securities, Futures-Linked Securities, Equity-Linked Securities or a combination thereof. The relevant Final Terms will also specify if the Securities are Call Warrants, Put Warrants, Turbo Call Warrant, Turbo Put Warrant, Certificates Up, Certificates Down, Covered Call Certificates, Certificates Bull, Certificates Bear, Mini-Future Certificates Long or Mini-Future Certificates Short.
- 3.3. *Clearing Systems:* Title to Securities will pass by registration in the registers between the direct or indirect accountholders of the relevant Clearing System(s) in accordance with the rules and procedures of such Clearing System(s). The Holder of a Security will be the person evidenced (including any nominee) as such by a book entry in the records of the relevant Clearing System(s). The person so evidenced as a Holder of Securities shall be treated as the Holder of such Securities for all purposes.

The Issuer shall be entitled to receive information regarding the identity of Holders maintained by the VP, Euroclear Sweden or Euroclear Finland, as the case may be, and from time to time shall be entitled to review the “debt ledgers” maintained by the VP, Euroclear Sweden or Euroclear Finland, as the case may be, which contain details of the Holders.

4. **Status of the Securities**

The Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations (including liabilities in respect of deposits) of the Issuer, present and future (save for certain mandatory exceptions provided by law).

5. **Exercise, Early Termination and Settlement**

Each Security (other than a Security which is an Open Ended Security) will be exercised automatically and will expire on the Expiration Date. No holder will be required to complete an exercise notice in respect of the exercise of such Security.

Each Security which is an Open Ended Security does not have a Scheduled Cash Settlement Date. Each such Security may be terminated by the Issuer in its discretion on giving notice (a “**Termination Notice**”) to holders in accordance with the Condition 13 (*Notices*). The Termination Notice shall specify (i) each Relevant Determination Date required to be so specified as set out in the relevant Final Terms and (ii) the Scheduled Expiration Date which shall fall not more than 15 Business Days’ after the Termination Notice is given or deemed given in accordance with Condition 13 (*Notices*). The Securities will be automatically exercised and will expire on the relevant Expiration Date. No holder will be required to complete an exercise notice in respect of the exercise of such Securities.

If an Early Termination Event occurs, the relevant Security will expire automatically on the Early Termination Date and such Early Termination Date shall be deemed to be the Expiration Date.

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On expiry and subject as provided below, each Security entitles its holder to receive from the Issuer the relevant Cash Settlement Amount on the relevant Cash Settlement Date. If the Cash Settlement Amount in respect of a Security is an amount equal to or less than the Minimum Cash Settlement Amount, no Cash Settlement Amount shall be paid by the Issuer and such Security shall expire worthless.

Payments shall be made to the Holders shown in the relevant records of the VP, Euroclear Sweden or Euroclear Finland, as the case may be, in accordance with, and subject to the rules and regulations from time to time governing, the VP, Euroclear Sweden or Euroclear Finland.

6. **Illegality**

In the event that the Calculation Agent determines that the performance of the Issuer's obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than ten nor more than thirty days' notice to Holders in accordance with Condition 13 (*Notices*) (which notice shall be irrevocable), may, on expiry of such notice cancel all, but not some only, of the Securities, the Cancellation Amount being payable in respect of each such cancelled Security.

7. **Purchase**

The Issuer or any of its Subsidiaries may at any time purchase Securities in the open market or otherwise and at any price. Such Securities may be held, reissued, resold or cancelled.

8. **Taxation**

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise, termination, settlement or enforcement of any Security and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted (including, for the avoidance of doubt, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any law implementing an intergovernmental approach thereto).

9. **Terms of Securities**

9.1. ***Index-Linked Securities***

(i) *Applicability:* This Condition 9.1 is applicable only in relation to Index-Linked Securities.

(ii) *Adjustments to an Index:*

(a) If an Index is (i) not calculated and announced by or on behalf of the Index Sponsor but is calculated and announced by or on behalf of a successor to the Index Sponsor (a "**Successor Index Sponsor**") acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then, in each case, that index (the "**Successor Index**") will be deemed to be the Index.

(b) If (i) on or prior to a Relevant Determination Date the relevant Index Sponsor or (if applicable) the Successor Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating an Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation or contracts and other routine events) (an “**Index Modification**”) or permanently cancels that Index and no Successor Index exists (an “**Index Cancellation**”), or (ii) on any Relevant Determination Date the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce that Index (an “**Index Disruption**” and, together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Issuer may take the action described in (A) or (B) below:

- (A) require the Calculation Agent to determine if such Index Adjustment Event has a material effect on the Securities and, if so, to either (A) in relation to any Relevant Determination Date, calculate the relevant level using, in lieu of a published level for that Index, the level for that Index as at the relevant time on that Relevant Determination Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation but using only those Component Securities that comprised that Index immediately prior to that Index Adjustment Event (other than those Component Securities that have since ceased to be listed on any relevant Exchange) or (B) substitute the Index with a replacement index using, in the determination of the Calculation Agent, the same or a substantially similar method of calculation as used in the calculation of the Index (the “**Substitute Index**”) and the Calculation Agent shall determine the adjustments, if any, to be made to these Conditions and/or the relevant Final Terms to account for such substitution; or
- (B) give notice to the Holders in accordance with Condition 13 (*Notices*) and cancel all, but not some only, of the Securities, each Security being cancelled at the Cancellation Amount.

Upon the occurrence of an Index Adjustment Event, the Issuer shall give notice as soon as practicable to Holders in accordance with Condition 13 (*Notices*) giving details of the action proposed to be taken in relation thereto. Without limiting the obligation of the Calculation Agent to give notice to the Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Holders of the occurrence of an Index Adjustment Event shall not affect the validity of the occurrence and effect of such Index Adjustment Event.

(c) Unless “Correction of Index Levels” is specified as not applying in the relevant Final Terms, if the level of an Index published on any Relevant Determination Date and which is utilised for any calculation or determination made in respect of the Securities is subsequently corrected and the correction (the “**Corrected Index Level**”) is published by the Index Sponsor or (if applicable) the Successor Index Sponsor prior to the Correction Cut-Off Date, then such Corrected Index Level shall be deemed to be the level for such Index for the relevant time on such Relevant Determination Date and the Calculation Agent shall use such Corrected Index Level in determining the relevant Cash Settlement Amount.

(iii) *Definitions applicable to Index-Linked Securities:* The following expressions have the following meanings in the context of Index-Linked Securities only:

“**Averaging Date**” means each date specified as an Initial Averaging Date or a Final Averaging Date, as the case may be, in the relevant Final Terms or, if any such date is not a Scheduled Trading Day for all of the Indices, the next following Scheduled Trading Day for all of the Indices unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day in relation to any of the Indices. If such day is a Disrupted Day in relation to any of the Indices, then:

- (i) if “**Omission**” is specified in the relevant Final Terms as applying, then such date will be deemed not to be a relevant Averaging Date for the purposes of determining the Cash Settlement Amount provided that, if through the operation of this provision there would not be a relevant Averaging Date, then the provisions of the definition of “Valuation Date” will apply for the purposes of determining the relevant level, price or amount on the final Initial Averaging Date or Final Averaging Date, as the case may be, as if such Averaging Date were a Valuation Date that was a Disrupted Day for any of the Indices;
- (ii) if “**Postponement**” is specified in the relevant Final Terms as applying, then the provisions of the definition of “Valuation Date” will apply for purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day for any of the Indices irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be a relevant Averaging Date; or
- (iii) if “**Modified Postponement**” is specified in the relevant Final Terms as applying:
 - (a) where the Securities relate to a single Index, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Averaging Date (irrespective of whether the eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; and
 - (b) where the Securities relate to a Basket of Indices, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date and the Averaging Date for an Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Valid Date in relation to the Affected Index. If the first succeeding Valid Date in relation to the Affected Index has not occurred as of the Valuation Time on the eighth Scheduled Trading Day for the Affected Index immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Initial Averaging Date or Final Averaging Date, as the case may be, then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Affected Index, and (B) the Calculation Agent shall determine the relevant level, price or amount for such Averaging Date in accordance with sub-paragraph (ii)(b) of the definition of “Valuation Date” below;

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms;

“**Component Security**” means, in respect of an Index, each component security or other asset included in such Index;

“**Correction Cut-Off Date**” means, in relation to an Index and the level of such Index published on any Relevant Determination Date, the date falling one Settlement Cycle after the publication of such level or, if earlier, the day falling five Business Days after the Expiration Date;

“**Day Count**” has the meaning given in the Payout Schedule;

“**Determination Date**” has the meaning given in the Payout Schedule;

“**Determination Period**” has the meaning given in the Payout Schedule;

“**Determination Time**” has the meaning given in the Payout Schedule;

“**Disrupted Day**” means, in relation to an Index:

- (i) where such Index is not specified in the relevant Final Terms as being a Designated Multi- Exchange Index, any Scheduled Trading Day for such Index on which a relevant Exchange or any Related Exchange for such Index fails to open for trading during its regular trading session or on which a Market Disruption Event in respect of such Index has occurred; or
- (ii) where such Index is specified in the relevant Final Terms as being a Designated Multi- Exchange Index, any Scheduled Trading Day for such Index on which (a) the relevant Index Sponsor fails to publish the level of such Index, (b) any Related Exchange for such Index fails to open for trading during its regular trading session or (c) a Market Disruption Event in respect of such Index has occurred.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Relevant Determination Date. Without limiting the obligation of the Calculation Agent to give notice to the Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Holders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day;

“**Dividend**” means, in respect of a Component Security which is a share, an ordinary cash dividend declared in respect of one such Component Security by the issuer of such Component Security and multiplied by (i) the weighting of such Component Security in the relevant Index on the relevant Ex-Dividend Date, as published by the relevant Index Sponsor from time to time and (ii) where the Securities relates to a Basket of Indices, by the Weighting of the relevant Index;

“**Exchange**” means, in relation to an Index:

- (i) where such Index is not specified in the relevant Final Terms as being a Designated Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Component Securities comprising such Index has temporarily relocated (provided

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that the Calculation Agent has determined that there is comparable liquidity relative to the Component Securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange); or

- (ii) where such Index is specified in the relevant Final Terms as being a Designated Multi-Exchange Index, in relation to each Component Security of that Index, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent;

“Exchange Business Day” means, in relation to an Index:

- (i) where such Index is not specified in the relevant Final Terms as being a Designated Multi-Exchange Index, any Scheduled Trading Day for such Index on which each Exchange and each Related Exchange for such Index are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or
- (ii) where such Index is specified in the relevant Final Terms as being a Designated Multi-Exchange Index, any Scheduled Trading Day for such Index on which (a) the relevant Index Sponsor publishes the level of such Index and (b) each Related Exchange for such Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time;

“Exchange Rate” has the meaning given in the relevant Final Terms;

“Ex-Dividend Date” means, in respect of a Component Security and a Dividend, the Scheduled Trading Day for the relevant Index on which such Component Security is traded on the relevant Exchange without the right to receive such Dividend;

“Final Averaging Date” means each date specified as such in the relevant Final Terms, each such date being an “Averaging Date”;

“Final Price” has the meaning given in the Payout Schedule;

“Final Reference Date” means the date specified as such in the relevant Final Terms or, if such date is not a Reference Date, the immediately succeeding Reference Date provided that, if a Reference Date has not occurred by the eighth Scheduled Trading Day for all the Indices following the originally scheduled Final Reference Date, the Final Reference Date shall be deemed to be such eighth Scheduled Trading Day and:

- (i) where the Securities relate to a single Index, the Calculation Agent shall determine the Reference Price for the Final Reference Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; or
- (ii) where the Securities relate to a Basket of Indices, sub-paragraph (ii)(b) of the definition of “Valuation Date” below shall apply in relation to each Index affected by the occurrence of a Disrupted Day on such eighth Scheduled Trading Day (each an **“Affected Index”**) for the purposes of determining the relevant Reference Price;

“Final Valuation Date” means the date specified as such in the relevant Final Terms, such date being a “Valuation Date”;

“**Indices**” and “**Index**” mean, subject to adjustment in accordance with Condition 9.1(ii). (*Adjustments to an Index*), the indices or index specified in the relevant Final Terms and related expressions shall be construed accordingly;

“**Index Currency**” means, in relation to an Index, the currency specified for such Index in the relevant Final Terms;

“**Index Sponsor**” means, in relation to an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day for such Index, which as of the Issue Date is the index sponsor specified for such Index in the relevant Final Terms;

“**Initial Averaging Date**” means each date specified as such in the relevant Final Terms, each such date being an “Averaging Date”;

“**Initial Reference Date**” means the date specified as such in the relevant Final Terms or, if such date is not a Reference Date, the immediately succeeding Reference Date provided that, if a Reference Date has not occurred by the eighth Scheduled Trading Day for all the Indices following the originally scheduled Initial Reference Date, the Initial Reference Date shall be deemed to be such eighth Scheduled Trading Day and:

- (i) where the Securities relate to a single Index, the Calculation Agent shall determine the Reference Price for the Initial Reference Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; or
- (ii) where the Securities relate to a Basket of Indices, sub-paragraph (ii)(b) of the definition of “Valuation Date” below shall apply in relation to each Index affected by the occurrence of a Disrupted Day on such eighth Scheduled Trading Day (each an “**Affected Index**”) for the purposes of determining the relevant Reference Price;

“**Initial Reference Price**” means, unless the relevant Final Terms provides otherwise, the Reference Price on the Initial Reference Date.

“**Initial Valuation Date**” means the date specified as such in the relevant Final Terms, such date being a “Valuation Date”;

“**Interest Rate Base**” has the meaning given in the Payout Schedule, as completed by the relevant Final Terms;

“**Interest Rate Period**” has the meaning given in the Payout Schedule;

“**Management Fee**” has the meaning given in the Payout Schedule, as completed by the relevant Final Terms;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Market Disruption Event**” means:

- (i) in relation to an Index other than a Designated Multi-Exchange Index:
 - (a) the occurrence or existence at any time during the one-hour period that ends at the relevant Valuation Time of:

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- (A) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (x) on any relevant Exchange(s) relating to Component Securities that comprise 20 per cent. or more of the level of the relevant Index; or
 - (y) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
 - (B) any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (x) to effect transactions in, or obtain market values for, on any relevant Exchange(s) Component Securities that comprise 20 per cent. or more of the level of the relevant Index, or (y) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) the closure on any Exchange Business Day of any relevant Exchange(s) relating to Component Securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one-hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day,
- which in any such case the Calculation Agent determines is material; or
- (ii) in relation to a Designated Multi-Exchange Index and a Component Security included in such Index either:
 - (a) the occurrence or existence, in respect of any Component Security, of:
 - (A) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (B) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - (C) an Early Closure in respect of such Component Security, which the Calculation Agent determines is material; and

the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, comprises 20 per cent. or more of the level of the Index; or

- (b) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption at any time during the one-hour period that ends at the Valuation Time in respect of any Related Exchange, (B) an Exchange Disruption at any time during the one-hour period that ends at the Valuation Time in respect of any Related Exchange or (C) an Early Closure, in each case in respect of such futures or options contracts and which the Calculation Agent determines is material.

As used above:

“**Early Closure**” means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange, as the case may be, at least one-hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange, as the case may be, on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day;

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on any Related Exchange; and

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange, as the case may be, or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on any Related Exchange.

For the purposes of determining whether a Market Disruption Event in respect of an Index or a Component Security exists at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security, as the case may be, to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that Component Security and (ii) the overall level of the Index, in each case either (a) where the Index is not a Designated Multi-Exchange Index, immediately before the occurrence of such Market Disruption Event or (b) where the Index is a Designated Multi-Exchange Index, using the official opening weightings as published by the Index Sponsor as part of the market “opening data”.

In determining what is “material”, the Calculation Agent shall have regard to such circumstances as it deems appropriate, which may include (but are not limited to) the Issuer’s hedging arrangements in respect of the Securities.

“**Multiplier**” has the meaning given in the relevant Final Terms;

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“**Observation Date**” means:

- (i) in respect of a Certificate Bull or a Certificate Bear, each Reference Date during the Observation Period; or
- (ii) otherwise, in relation to an Observation Period, each Scheduled Trading Day for all the Indices during such Observation Period;

“**Observation Period**” has the meaning given in the Payout Schedule;

“**Observation Price**” has the meaning given in the Payout Schedule;

“**Observation Time**” has the meaning given in the Payout Schedule;

“**Reference Date**” means a Scheduled Trading Day for all of the Indices which is not a Disrupted Day in relation to any of the Indices;

“**Reference Period**” has the meaning given in the Payout Schedule;

“**Reference Price**” means, in relation to an Averaging Date, a Valuation Date or a Reference Date and subject as provided in the definitions thereof,:

- (i) where the Securities are specified in the relevant Final Terms to relate to a single Index, an amount (which shall be deemed to be a monetary value in the relevant Index Currency) equal to the official closing level on that Averaging Date, Valuation Date or Reference Date, as the case may be, (or, if so specified in the relevant Final Terms the level at the Valuation Time on that Averaging Date, Valuation Date or Reference Date, as the case may be) of the Index as determined by the Calculation Agent; and
- (ii) where the Securities are specified in the relevant Final Terms to relate to a Basket of Indices, an amount equal to the sum of the values calculated for each Index (which shall be deemed to be a monetary value in the relevant Index Currency) as the official closing level on that Averaging Date, Valuation Date or Reference Date, as the case may be, (or, if so specified in the relevant Final Terms, the level at the Valuation Time on that Averaging Date, Valuation Date or Reference Date, as the case may be) of the relevant Index as determined by the Calculation, multiplied by the relevant Weighting specified for such Index in the relevant Final Terms;

“**Related Exchange**” means, in relation to an Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index or, if so specified in the relevant Final Terms, each exchange or quotation system so specified as such for such Index, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange);

“**Relevant Determination Date**” means an Averaging Date, a Determination Date, an Observation Date, a Valuation Date or a Reference Date, as the case may be;

“**Scheduled Closing Time**” means, in relation to an Index and an Exchange or Related Exchange and a Scheduled Trading Day for such Index, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

“**Scheduled Trading Day**” means, in relation to an Index:

- (i) where such Index is not specified in the relevant Final Terms as being a Designated Multi-Exchange Index, any day on which each Exchange and each Related Exchange for such Index are scheduled to be open for trading for their respective regular trading sessions; or
- (ii) where such Index is specified in the relevant Final Terms as being a Designated Multi-Exchange Index, (a) any day on which the relevant Index Sponsor is scheduled to publish the level of such Index and (b) each Related Exchange for such Index is scheduled to be open for trading for its regular trading session;

“**Scheduled Valuation Date**” means, in relation to a Valuation Date, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been that Valuation Date;

“**Settlement Cycle**” means, in respect of an Index, the period of time following a trade in the shares underlying such Index on the relevant Exchange in which settlement will customarily occur according to the rules of such Exchange (or, if there are multiple exchanges in respect of such Index, the longest such period);

“**Strike Price**” means, unless the relevant Final Terms provides otherwise:

- (i) where no Initial Averaging Dates are specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Initial Valuation Date; or
- (ii) where Initial Averaging Dates are specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Initial Averaging Dates, as determined by the Calculation Agent;

“**Trade Date**” has the meaning given in the relevant Final Terms;

“**Valid Date**” means, in relation to an Index, a Scheduled Trading Day for such Index that is not a Disrupted Day in relation to such Index and on which another Averaging Date does not or is not deemed to occur;

“**Valuation Date**” means the Initial Valuation Date or the Final Valuation Date or, if any such date is not a Scheduled Trading Day for all of the Indices, the next following Scheduled Trading Day for all of the Indices unless, in the opinion of the Calculation Agent, such day is a Disrupted Day in relation to any of the Indices. If such day is a Disrupted Day in relation to any of the Indices then:

- (i) where the Securities are specified in the relevant Final Terms to relate to a single Index, that Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (a) that eighth Scheduled Trading Day shall be deemed to be that Valuation Date notwithstanding the fact that such day is a Disrupted Day and (b) the Calculation Agent shall, where practicable, determine the Reference Price in the

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manner set out in the relevant Final Terms or, if not set out or not so practicable, determine the Reference Price by determining the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each Component Security comprised in the Index (or if an event giving rise to a Disrupted Day has occurred in respect of the relevant Component Security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant Component Security as of the Valuation Time on that eighth Scheduled Trading Day); or

- (ii) where the Securities are specified in the relevant Final Terms to relate to a Basket of Indices, that Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and that Valuation Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Scheduled Trading Day for the Affected Index that is not a Disrupted Day relating to the Affected Index, unless each of the eight Scheduled Trading Days for the Affected Index immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Index. In that case, (a) that eighth Scheduled Trading Day shall be deemed to be that Valuation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (b) the Calculation Agent shall, where practicable, determine the Reference Price using, in relation to the Affected Index, the level of that Index determined in the manner set out in the relevant Final Terms or, if not set out or if not so practicable, using the level of that Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each Component Security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant Component Security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant Component Security as of the Valuation Time on that eighth Scheduled Trading Day);

“**Valuation Time**” means, in relation to an Index and unless the relevant Final Terms provides otherwise:

- (i) for the purposes of determining an Observation Price, the Observation Time; and
- (ii) for the purposes of determining the Final Price for the purposes of determining the Early Termination Cash Settlement Amount, the Determination Time; and
- (iii) otherwise:
 - (a) where such Index is not specified in the relevant Final Terms as being a Designated Multi-Exchange Index, the Valuation Time specified in the relevant Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the Exchange for such Index on the relevant Scheduled Trading Day. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or

- (b) where the Index is specified in the relevant Final Terms as being a Designated Multi-Exchange Index, the Valuation Time specified in the relevant Final Terms or, if no Valuation Time is specified, (a) for the purposes of determining whether a Market Disruption Event in respect of such Index has occurred: (A) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange and (B) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (b) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

If, for the purposes of (iii) above, the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; and

“**Weighting**” means, in relation to an Index, the weighting specified for such Index in the relevant Final Terms.

9.2. Futures-Linked Securities

- (i) *Applicability:* This Condition 9.2 is applicable only in relation to Futures-Linked Securities.
- (ii) *Adjustments to a Futures Contract:*
- (a) If a Futures Adjustment Event occurs in relation to a Futures Contract, then the Issuer may take the action described in (A) or (B) below:
- (A) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any one or more of the Cash Settlement Amount and/or the Strike Price and/or the Multiplier and/or the Weightings of the Futures Contracts and/or any of the other terms of these Conditions and/or the relevant Final Terms to account for the relevant Futures Adjustment Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, in the case of Securities relating to a Basket of Futures Contracts only, the substitution of the Futures Contract which is the subject of the relevant Futures Adjustment Event (the “**Affected Futures Contract**”) by another futures contract referencing the same Related Asset as the Affected Futures Contract, as selected by the Calculation Agent or the removal of such Affected Futures Contract; or
- (B) give notice to the Holders in accordance with Condition 13 (*Notices*) and cancel all, but not some only, of the Securities, each Security being cancelled at the Cancellation Amount.

If the provisions of Condition 9.2(ii)(a)(A) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Futures Adjustment Event, made to such Futures Contract by the relevant Exchange.

Upon the occurrence (if applicable) of a Futures Adjustment Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*) stating the occurrence of the relevant Futures Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto. Without

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limiting the obligation of the Calculation Agent to give notice to the Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Holders of the occurrence of an Futures Adjustment Event shall not affect the validity of the occurrence and effect of such Futures Adjustment Event.

- (b) Unless “Correction of Futures Prices” is specified as not applying in the relevant Final Terms, if the price of a Futures Contract published on any Relevant Determination Date and which is utilised for any calculation or determination made in respect of the Securities is subsequently corrected and the correction (the “**Corrected Futures Price**”) is published by the Exchange prior to the Correction Cut-Off Date, then such Corrected Futures Price shall be deemed to be the price for such Futures Contract for the relevant time on such Relevant Determination Date and the Calculation Agent shall use such Corrected Futures Price in determining the relevant Cash Settlement Amount.
- (iii) *Rolling*: If “Rolling” is specified as applying in the relevant Final Terms, subject as provided below, each relevant Futures Contract shall relate to the Related Asset specified for such Futures Contract in the relevant Final Terms. Rolling, as described below, shall apply. Each such Futures Contract shall initially be the first futures contract relating to the relevant Related Asset to expire following the Issue Date but will be subject to “rolling” as described below.

From (and including) the Scheduled Closing Time on any Roll Date occurring on or after the Initial Reference Date, the Futures Contract will be “rolled” from the First Futures Contract for such Roll Date to the Second Futures Contract for such Roll Date, the Reference Price will be determined by reference to the Second Futures Contract and (if applicable) Reference Price_{t-1} for such Roll Date shall be determined as set out in the relevant Payout Schedule.

- (iv) *Futures Expiry Date and Related Asset*: If “Futures Expiry Date” is specified as applying in the relevant Final Terms, each relevant Futures Contract specified in the relevant Final Terms shall have the expiry date (the “**Futures Expiry Date**”) and shall relate to the Related Asset, in each case, specified for such Futures Contract in the relevant Final Terms.
- (v) *Definitions applicable to Futures-Linked Securities*: The following expressions have the following meanings in the context of Futures-Linked Securities only:

“**Averaging Date**” means each date specified as an Initial Averaging Date or a Final Averaging Date, as the case may be, in the relevant Final Terms or, if any such date is not a Scheduled Trading Day for all the Futures Contracts, the next following Scheduled Trading Day for all of the Futures Contracts unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day in relation to any of the Futures Contracts. If such day is a Disrupted Day in relation to any of the Futures Contracts, then:

- (i) if “**Omission**” is specified in the relevant Final Terms as applying, then such date will be deemed not to be a relevant Averaging Date for the purposes of determining the Cash Settlement Amount provided that, if through the operation of this provision there would not be a relevant Averaging Date, then the provisions of the definition of “Valuation Date” will apply for the purposes of determining the relevant level, price or amount on the final Initial Averaging Date or Final Averaging Date, as the case may be, as if such Averaging Date were a Valuation Date that was a Disrupted Day for any of the Futures Contracts;

- (ii) if “**Postponement**” is specified in the relevant Final Terms as applying, then the provisions of the definition of “Valuation Date” will apply for purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day for any of the Futures Contracts irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be a relevant Averaging Date; or
- (iii) if “**Modified Postponement**” is specified in the relevant Final Terms as applying and subject as provided below:
 - (a) where the Securities relate to a single Futures Contract, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Averaging Date (irrespective of whether the eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with subparagraph (i)(b) of the definition of “Valuation Date” below; and
 - (b) where the Securities relate to a Basket of Futures Contracts, the Averaging Date for each Futures Contract not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date and the Averaging Date for a Futures Contract affected by the occurrence of a Disrupted Day (each an “**Affected Futures Contract**”) shall be the first succeeding Valid Date in relation to the Affected Futures Contract. If the first succeeding Valid Date in relation to the Affected Futures Contract has not occurred as of the Valuation Time on the eighth Scheduled Trading Day for the Affected Futures Contract immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Initial Averaging Date or Final Averaging Date, as the case may be, then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Affected Futures Contract, and (B) the Calculation Agent shall determine the relevant level, price or amount for such Averaging Date in accordance with subparagraph (ii)(b) of the definition of “Valuation Date” below.

If a Futures Expiry Date is specified in the relevant Final Terms for a Futures Contract and, pursuant to the above, an Averaging Date for any Futures Contract would occur after such Futures Expiry Date, then, notwithstanding the above, that Averaging Date for such Futures Contract shall be deemed to be such Futures Expiry Date and the Calculation Agent shall determine the Reference Price using either (i) the official closing price of such Futures Contract on the Futures Expiry Date (or, if so specified in the relevant Final Terms, the price at the Valuation Time on the Futures Expiry Date) quoted on the relevant Exchange, as determined by the Calculation Agent or (ii) if such day is a Disrupted Day relating to such Futures Contract, using its good faith estimate of the value for such Futures Contract as of the Valuation Time on the Futures Expiry Date taking into account the level price or value of the relevant Related Asset on such date and such other factors as the Calculation Agent determines appropriate;

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms;

“**Correction Cut-Off Date**” means, in relation to a Futures Contract and the price of such Futures Contract published on any Relevant Determination Date, the date falling one Settlement Cycle after the publication of such level or, if earlier, the day falling five Business Days after the Expiration Date;

“**Day Count**” has the meaning given in the Payout Schedule;

“**De-Listing**” means, in respect of any relevant Futures Contract, the Exchange announces that pursuant to the rules of such Exchange, such Futures Contract ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any Member State of the European Union);

“**Determination Date**” has the meaning given in the Payout Schedule;

“**Determination Period**” has the meaning given in the Payout Schedule;

“**Determination Time**” has the meaning given in the relevant Final Terms;

“**Disappearance of Futures Price**” means, in respect of a Futures Contract, (a) the permanent discontinuation of trading in the relevant Futures Contract on the relevant Exchange; or (b) the disappearance or unavailability of, or of trading in, such Futures Contract;

“**Disrupted Day**” means, in relation to a Futures Contract, any Scheduled Trading Day for such Futures Contract on which the relevant Exchange for such Futures Contract fails to open for trading during its regular trading session or on which a Price Source Disruption or a Market Disruption Event in respect of such Futures Contract has occurred.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Relevant Determination Date. Without limiting the obligation of the Calculation Agent to give notice to the Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Holders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day;

“**Early Termination Event**” has the meaning given in the Payout Schedule;

“**Exchange**” means, in relation to a Futures Contract, the exchange or quotation system specified as such for such Futures Contract in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Futures Contract has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Futures Contract on such temporary substitute exchange or quotation system as on the original Exchange);

“**Exchange Business Day**” means, in relation to a Futures Contract, any Scheduled Trading Day for such Futures Contract on which the Exchange for such Futures Contract is open for trading during its regular trading sessions, notwithstanding such Exchange closing prior to its Scheduled Closing Time;

“**Exchange Rate**” has the meaning given in the relevant Final Terms;

“**Final Averaging Date**” means each date specified as such in the relevant Final Terms, each such date being an “Averaging Date”;

“**Final Price**” has the meaning given in the Payout Schedule;

“**Final Reference Date**” means the date specified as such in the relevant Final Terms or, if such date is not a Reference Date, the immediately succeeding Reference Date provided that, if a Reference Date has not occurred by the eighth Scheduled Trading Day for all the Futures Contracts following the originally scheduled Final Reference Date, the Final Reference Date shall be deemed to be such eighth Scheduled Trading Day and:

- (i) where the Securities relate to a single Futures Contract, the Calculation Agent shall determine the Reference Price for the Final Reference Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; or
- (ii) where the Securities relate to a Basket of Futures Contracts, sub-paragraph (ii)(b) of the definition of “Valuation Date” below shall apply in relation to each Futures Contract affected by the occurrence of a Disrupted Day on such eighth Scheduled Trading Day (each an “**Affected Futures Contract**”) for the purposes of determining the relevant Reference Price;

“**Final Valuation Date**” means the date specified as such in the relevant Final Terms, such date being a “Valuation Date”;

“**First Futures Contract**” means, in respect of a Roll Date and a Futures Contract, the futures contract relating to the Related Asset expiring immediately after such Roll Date;

“**Futures Adjustment Event**” means each of De-Listing, Disappearance of Futures Price, Material Change in Formula, Material Change in Content and Related Asset Event. For the avoidance of doubt, a roll in the expiry date of a Futures Contract (if set out in the relevant Final Terms) shall not constitute a Futures Adjustment Event;

“**Futures Contract**” means, subject to adjustment in accordance with Condition 9.2(ii) (*Adjustments to a Futures Contract*), the futures contract specified in the relevant Final Terms;

“**Initial Averaging Date**” means each date specified as such in the relevant Final Terms, each such date being an “Averaging Date”;

“**Initial Reference Price**” means the Reference Price on the Initial Reference Date.

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“**Initial Reference Date**” means the date specified as such in the relevant Final Terms or, if such date is not a Reference Date, the immediately succeeding Reference Date provided that, if a Reference Date has not occurred by the eighth Scheduled Trading Day for all the Futures Contracts following the originally scheduled Initial Reference Date, the Initial Reference Date shall be deemed to be such eighth Scheduled Trading Day and:

- (i) where the Securities relate to a single Futures Contract, the Calculation Agent shall determine the Reference Price for the Initial Reference Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; or
- (ii) where the Securities relate to a Basket of Futures Contracts, sub-paragraph (ii)(b) of the definition of “Valuation Date” below shall apply in relation to each Futures Contract affected by the occurrence of a Disrupted Day on such eighth Scheduled Trading Day (each an “**Affected Futures Contract**”) for the purposes of determining the relevant Reference Price;

“**Initial Valuation Date**” means the date specified as such in the relevant Final Terms, such date being a “Valuation Date”;

“**Interest Rate Base**” has the meaning given in the Payout Schedule, as completed by the relevant Final Terms;

“**Interest Rate Period**” has the meaning given in the Payout Schedule;

“**Management Fee**” has the meaning given in the Payout Schedule, as completed by the relevant Final Terms;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Market Disruption Event**” means, in respect of a Futures Contract:

- (i) the occurrence or existence at any time during the one-hour period that ends at the relevant Valuation Time of:
 - (a) any suspension of or limitation imposed on trading by the relevant Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or otherwise relating to the Futures Contract on the Exchange; or
 - (b) any event (other than an event described in (ii) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, the Futures Contract on the Exchange; or
 - (c) any suspension or limitation imposed on trading by any Related Exchange or otherwise (and whether by reason of movements in price exceeding limits permitted by any Related Exchange) or any other event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, any Related Asset or securities or other assets comprising any Related Asset, as the case may be; or
- (ii) the closure on any Exchange Business Day of the relevant Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such

Exchange at least one-hour prior to (A) the actual closing time for the regular trading session on the Exchange on such Exchange Business Day or if earlier (B) the submission deadline for orders to be entered into the Exchange for execution at the Valuation Time on such Exchange Business Day,

which in any such case the Calculation Agent determines is material;

“**Material Change in Content**” means, in respect of a Futures Contract, the occurrence since the Trade Date of a material change in the content, composition, constitution or terms and conditions of such Futures Contract;

“**Material Change in Formula**” means, in respect of a Futures Contract, the occurrence since the Trade Date of a material change in the formula for or the method of calculating any price of the relevant Futures Contract;

“**Multiplier**” has the meaning given in the relevant Final Terms;

“**Observation Date**” means:

- (i) in respect of a Certificate Bull or a Certificate Bear, each Reference Date during the Observation Period; or
- (ii) otherwise, in relation to an Observation Period, each Scheduled Trading Day for all the Futures Contracts during such Observation Period;

“**Observation Period**” has the meaning given in the Payout Schedule;

“**Observation Price**” has the meaning given in the Payout Schedule;

“**Observation Time**” has the meaning given in the Payout Schedule;

“**Price Source Disruption**” means, in respect of a Futures Contract, the failure of the relevant Exchange to announce or publish the relevant price for such Futures Contract;

“**Reference Date**” means a Scheduled Trading Day for all of the Futures Contracts which is not a Disrupted Day in relation to any of the Futures Contracts;

“**Reference Period**” has the meaning given in the Payout Schedule;

“**Reference Price**” means, in relation to an Averaging Date, a Valuation Date or a Reference Date and subject as provided in the definitions thereof:

- (i) where the Securities are specified in the relevant Final Terms to relate to a single Futures Contract, an amount equal to the official closing price on that Averaging Date, Valuation Date or Reference Date, as the case may be (or, if so specified in the relevant Final Terms, the price at the Valuation Time on that Averaging Date, Valuation Date or Reference Date, as the case may be) of the Futures Contract quoted on the Exchange for the Futures Contract, as determined by the Calculation Agent; and
- (ii) where the Securities are specified in the relevant Final Terms to relate to a Basket of Futures Contracts, an amount equal to the sum of the values calculated for each Futures Contract as the official closing price on that Averaging Date, Valuation Date or Reference Date, as the case may be, (or, if so specified in the relevant Final Terms, the price at the Valuation Time on that Averaging Date, Valuation Date or

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Reference Date, as the case may be) of the relevant Futures Contract quoted on the Exchange for such Futures Contract as determined by the Calculation Agent, multiplied by the relevant Weighting specified for such Futures Contract in the relevant Final Terms;

“**Related Asset**” means, in respect of a Futures Contract, the index bond or other asset specified for such Futures Contract in the relevant Final Terms;

“**Related Asset Event**” means, in the determination of the Calculation Agent and in respect of a Related Asset which is a bond, (i) a general moratorium is declared in respect of banking activities in the jurisdiction in which any relevant Related Exchange is located or (ii) the bid/offer spread of such Related Asset materially increases at any time compared to that prevailing as at the date of the relevant Final Terms in respect of the first Tranche of the Securities or, if a Trade Date is specified in the relevant Final Terms, the Trade Date or (iii) liquidity in such Related Asset materially reduces or (iv) the occurrence of any other material event or circumstance beyond the reasonable control of the Issuer that prevents or limits transactions in such Related Asset;

“**Related Exchange**” means, in respect of a Related Asset, the exchange, market or trading facility on which such Related Asset or the asset(s) comprising such Related Asset are traded from time to time, as determined by the Calculation Agent;

“**Relevant Determination Date**” means an Averaging Date, a Determination Date, an Observation Date, a Valuation Date or a Reference Date, as the case may be;

“**Roll Date**” means the Reference Date immediately preceding the scheduled expiry date of a futures contract relating to the Related Asset;

“**Scheduled Closing Time**” means, in relation to a Futures Contract and an Exchange and a Scheduled Trading Day for such Futures Contract, the scheduled weekday closing time of such Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

“**Scheduled Trading Day**” means, in relation to a Futures Contract, any day on which the Exchange for such Futures Contract is scheduled to be open for trading for its regular trading session;

“**Scheduled Valuation Date**” means, in relation to a Valuation Date, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been that Valuation Date;

“**Second Futures Contract**” means, in respect of a Roll Date and a Futures Contract, the next futures contract relating to the Related Asset to expire following such Roll Date;

“**Settlement Cycle**” means, in respect of a Futures Contract and the Related Asset for such Futures Contract, the period of time following a trade in any security or other asset(s) comprising such Related Asset on the relevant Related Exchange for such security or other asset in which settlement will customarily occur according to the rules of such Related Exchange (or, if there are multiple Related Exchanges in respect of such Related Asset or other asset(s) comprising such Related Asset, the longest such period);

“**Strike Price**” means, unless the relevant Final Terms provides otherwise:

- (i) where no Initial Averaging Dates are specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Initial Valuation Date; or
- (ii) where Initial Averaging Dates are specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Initial Averaging Dates, as determined by the Calculation Agent;

“**Trade Date**” has the meaning given in the relevant Final Terms;

“**Valid Date**” means, in relation to a Futures Contract, a Scheduled Trading Day for such Futures Contract that is not a Disrupted Day in relation to such Futures Contract and on which another Averaging Date does not or is not deemed to occur;

“**Valuation Date**” means the Initial Valuation Date, the Final Valuation Date or any other date(s) specified as such in the relevant Final Terms or, if any such date is not a Scheduled Trading Day for all of the Futures Contracts, the next following Scheduled Trading Day for all of the Futures Contracts unless, in the opinion of the Calculation Agent, such day is a Disrupted Day in relation to any of the Futures Contracts. If such day is a Disrupted Day in relation to any of the Futures Contracts then, subject as provided below:

- (i) where the Securities are specified in the relevant Final Terms to relate to a single Futures Contract, that Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (a) that eighth Scheduled Trading Day shall be deemed to be that Valuation Date notwithstanding the fact that such day is a Disrupted Day and (b) the Calculation Agent shall, where practicable, determine the Reference Price in the manner set out in the relevant Final Terms or, if not set out or not so practicable, determine the Reference Price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on that eighth Scheduled Trading Day; or
- (ii) where the Securities are specified in the relevant Final Terms to relate to a Basket of Futures Contracts, that Valuation Date for each Futures Contract not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and that Valuation Date for each Futures Contract affected by the occurrence of a Disrupted Day (each an “**Affected Futures Contract**”) shall be the first succeeding Scheduled Trading Day for the Affected Futures Contract that is not a Disrupted Day relating to the Affected Futures Contract, unless each of the eight Scheduled Trading Days for the Affected Futures Contract immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Futures Contract. In that case, (a) that eighth Scheduled Trading Day shall be deemed to be that Valuation Date for the Affected Futures Contract, notwithstanding the fact that such day is a Disrupted Day, and (b) the Calculation Agent shall, where practicable, determine the Reference Price using, in relation to the Affected Futures Contract, a price determined in the manner set out in the relevant Final Terms or, if not set out or if not so practicable, using its good faith estimate of the value for the Affected Futures Contract as of the Valuation Time on that eighth Scheduled Trading Day and otherwise in accordance with the above provisions.

If a Futures Expiry Date is specified in the relevant Final Terms for a Futures Contract and, pursuant to the above, the Valuation Date for any Futures Contract would occur after such Futures Expiry Date, then, notwithstanding the above, the Valuation Date for such Futures

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Contract shall be deemed to be such Futures Expiry Date and the Calculation Agent shall determine the Reference Price using either (i) the official closing price of such Futures Contract on the Futures Expiry Date (or, if so specified in the relevant Final Terms, the price at the Valuation Time on the Futures Expiry Date) quoted on the relevant Exchange, as determined by the Calculation Agent or (ii) if such day is a Disrupted Day relating to such Futures Contract, using its good faith estimate of the value for such Futures Contract as of the Valuation Time on the Futures Expiry Date taking into account the level price or value of the relevant Related Asset on such date and such other factors as the Calculation Agent determines appropriate;

“**Valuation Time**” means, in relation to a Futures Contract and unless the relevant Final Terms provides otherwise:

- (i) for the purposes of determining an Observation Price, the Observation Time; and
- (ii) for the purposes of determining the Final Price for the purposes of determining the Early Termination Cash Settlement Amount, the Determination Time; and
- (iii) otherwise, the Valuation Time specified in the relevant Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the Exchange for such Futures Contract on the relevant Scheduled Trading Day. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time;

“**Weighting**” means, in relation to a Futures Contract, the weighting specified for such Futures Contract in the relevant Final Terms.

9.3. *Equity-Linked Securities*

- (i) *Applicability:* This Condition 9.3 is applicable only in relation to Equity-Linked Securities.
- (ii) *Potential Adjustment Events, Extraordinary Events, Correction of Underlying Equity Prices and Adjustments for Equity-Linked Securities in respect of Underlying Equities quoted in European Currencies:*
 - (a) Following the declaration by an Equity Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the Underlying Equities and, if so, will (a) make the corresponding adjustment, if any, to any one or more of the Cash Settlement Amount and/or the Strike Price and/or the Multiplier and/or the Weightings of the Underlying Equities and/or any of the other terms of these Conditions and/or the relevant Final Terms as the Calculation Agent determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Underlying Equity) and (b) determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Underlying Equities traded on that options exchange.

Upon making any such adjustment, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*), stating the

adjustment to the Cash Settlement Amount and/or the Strike Price and/or the Multiplier and/or the Weightings of the Underlying Equities and/or any of the other terms of these Conditions and/or the relevant Final Terms and giving brief details of the Potential Adjustment Event.

- (b) If an Extraordinary Event occurs in relation to an Underlying Equity, the Issuer may:
- (A) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any one or more of the Cash Settlement Amount and/or the Strike Price and/or the Multiplier and/or the Weightings of the Underlying Equities and/or any of the other terms of these Conditions and/or the relevant Final Terms to account for the relevant Extraordinary Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, (i) in the case of Securities relating to a Basket of Underlying Equities only, the substitution of the Underlying Equity which is the subject of the relevant Extraordinary Event by another underlying equity selected by the Calculation Agent or the removal of such Underlying Equity or (ii) in the case of adjustments following a Merger Event or Tender Offer include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Underlying Equities; or
 - (B) give notice to the Holders in accordance with Condition 13 (*Notices*) and cancel all, but not some only, of the Securities, each Security being cancelled at the Cancellation Amount.

If the provisions of Condition 9.3(ii)(b)(A) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary Event, made by an options exchange to options on the Underlying Equities traded on that options exchange.

Upon the occurrence (if applicable) of an Extraordinary Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*) stating the occurrence of the relevant Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto. Without limiting the obligation of the Calculation Agent to give notice to the Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Holders of the occurrence of an Extraordinary Event shall not affect the validity of the occurrence and effect of such Extraordinary Event.

- (c) Unless “Correction of Underlying Equity Prices” is specified as not applying in the relevant Final Terms, if the price of an Underlying Equity published on a Relevant Determination Date is subsequently corrected and the correction (the “**Corrected Underlying Equity Price**”) is published on the relevant Exchange prior to the Correction Cut-Off Date, then such Corrected Underlying Equity Price shall be deemed to be the price for such Underlying Equity for the relevant time on that Relevant Determination Date and the Calculation Agent shall use such Corrected Underlying Equity Price in determining the relevant Cash Settlement Amount.
- (d) In respect of Equity-Linked Securities relating to Underlying Equities originally quoted, listed and/or dealt as of the date of the relevant Final Terms in respect of the first Tranche of such Securities or, if a Trade Date is specified in the relevant Final Terms, the Trade Date, in a currency of a Member State of the European Union that

has not adopted the single currency in accordance with the Treaty, as amended, if such Underlying Equities are at any time after the date of such Final Terms or, if a Trade Date is specified in the Final Terms, the Trade Date, quoted, listed and/or dealt exclusively in euro on the relevant Exchange, then the Calculation Agent will adjust any one or more of the relevant Cash Settlement Amount and/or the Strike Price and/or the Multiplier and/or the Weightings of the Underlying Equities and/or any of the other terms of these Conditions and/or the relevant Final Terms as the Calculation Agent determines to be appropriate to preserve the economic terms of the Securities. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this Condition 9.3(ii)(d), will affect the currency denomination of any payments in respect of the Securities.

- (iii) *Definitions applicable to Equity-Linked Securities:* The following expressions have the following meanings in the context of Equity-Linked Securities only:

“**Affiliate**” means in relation to any entity (the “**First Entity**”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “**control**” means ownership of a majority of the voting power of an entity;

“**Averaging Date**” means each date specified as an Initial Averaging Date or a Final Averaging Date, as the case may be, in the relevant Final Terms or, if any such date is not a Scheduled Trading Day for all of the Underlying Equities, the next following Scheduled Trading Day for all of the Underlying Equities unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day in relation to any of the Underlying Equities. If such day is a Disrupted Day in relation to any of the Underlying Equities, then:

- (i) if “**Omission**” is specified in the relevant Final Terms as applying, then such date will be deemed not to be a relevant Averaging Date for the purposes of determining the Cash Settlement Amount provided that, if through the operation of this provision there would not be a relevant Averaging Date, then the provisions of the definition of “**Valuation Date**” will apply for the purposes of determining the relevant level, price or amount on the final Initial Averaging Date or Final Averaging Date, as the case may be, as if such Averaging Date were a Valuation Date that was a Disrupted Day for any of the Underlying Equities;
- (ii) if “**Postponement**” is specified in the relevant Final Terms as applying, then the provisions of the definition of “**Valuation Date**” will apply for purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day for any of the Underlying Equities irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be a relevant Averaging Date; or
- (iii) if “**Modified Postponement**” is specified in the relevant Final Terms as applying:
 - (a) where the Securities relate to a single Underlying Equity, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would

have been the relevant Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Averaging Date (irrespective of whether the eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; and

- (b) where the Securities relate to a Basket of Underlying Equities, the Averaging Date for each Underlying Equity not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date and the Averaging Date for an Underlying Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Valid Date in relation to the Affected Equity. If the first succeeding Valid Date in relation to the Affected Equity has not occurred as of the Valuation Time on the eighth Scheduled Trading Day for the Affected Equity immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Initial Averaging Date or Final Averaging Date, as the case may be, then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Affected Equity, and (B) the Calculation Agent shall determine the relevant level, price or amount for such Averaging Date in accordance with sub-paragraph (ii)(b) of the definition of “Valuation Date” below;

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms;

“**Correction Cut-Off Date**” means, in relation to a Underlying Equity and the price of such Underlying Equity published on any Relevant Determination Date, the date falling one Settlement Cycle after the publication of such price or, if earlier, the day falling five Business Days after the Expiration Date;

“**Day Count**” has the meaning given in the Payout Schedule;

“**De-Listing**” means, in respect of any relevant Underlying Equities, the Exchange announces that pursuant to the rules of such Exchange, such Underlying Equities cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any Member State of the European Union);

“**Determination Date**” has the meaning given in the Payout Schedule;

“**Determination Period**” has the meaning given in the Payout Schedule;

“**Determination Time**” has the meaning given in the Payout Schedule;

“**Disrupted Day**” means, in relation to an Underlying Equity, any Scheduled Trading Day for such Underlying Equity on which a relevant Exchange or any Related Exchange for such Underlying Equity fails to open for trading during its regular trading session or on which a Market Disruption Event in respect of such Underlying Equity has occurred.

The Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the

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occurrence of a Disrupted Day, would have been a Relevant Determination Date. Without limiting the obligation of the Calculation Agent to give notice to the Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Holders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day;

“**Dividend**” means, in respect of an Underlying Equity, an ordinary cash dividend declared in respect of one such Underlying Equity by the relevant Equity Issuer and multiplied, where the Securities relate to a Basket of Equities, by the Weighting for such Underlying Equity;

“**Equity Issuer**” means, in relation to an Underlying Equity, the issuer of such Underlying Equity, as specified in the relevant Final Terms;

“**Exchange**” means, in relation to an Underlying Equity, each exchange or quotation system specified as such for such Underlying Equity in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Exchange);

“**Exchange Business Day**” means, in relation to an Underlying Equity, any Scheduled Trading Day for such Underlying Equity on which each Exchange and each Related Exchange for such Underlying Equity are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

“**Exchange Rate**” has the meaning given in the relevant Final Terms;

“**Ex-Dividend Date**” means, in respect of an Underlying Equity and a Dividend, the Scheduled Trading Day for the relevant Underlying Equity on which such Underlying Equity is traded on the relevant Exchange without the right to receive such Dividend;

“**Extraordinary Event**” means a De-listing, a Merger Event, a Tender Offer, a Nationalisation or an Insolvency;

“**Final Averaging Date**” means each date specified as such in the relevant Final Terms, each such date being an “Averaging Date”;

“**Final Price**” has the meaning given in the Payout Schedule;

“**Final Reference Date**” means the date specified as such in the relevant Final Terms or, if such date is not a Reference Date, the immediately succeeding Reference Date provided that, if a Reference Date has not occurred by the eighth Scheduled Trading Day for all the Underlying Equities following the originally scheduled Final Reference Date, the Final Reference Date shall be deemed to be such eighth Scheduled Trading Day and:

- (i) where the Securities relate to a single Underlying Equity, the Calculation Agent shall determine the Reference Price for the Final Reference Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; or
- (ii) where the Securities relate to a Basket of Underlying Equities, sub-paragraph (ii)(b) of the definition of “Valuation Date” below shall apply in relation to each Underlying Equity affected by the occurrence of a Disrupted Day on such eighth

Scheduled Trading Day (each an “**Affected Equity**”) for the purposes of determining the relevant Reference Price;

“**Final Valuation Date**” means the date specified as such in the relevant Final Terms, such date being a “Valuation Date”;

“**Initial Averaging Date**” means each date specified as such in the relevant Final Terms, each such date being an “Averaging Date”;

“**Initial Reference Price**” means, unless the relevant Final Terms provides otherwise, the Reference Price on the Initial Reference Date.

“**Initial Reference Date**” means the date specified as such in the relevant Final Terms or, if such date is not a Reference Date, the immediately succeeding Reference Date provided that, if a Reference Date has not occurred by the eighth Scheduled Trading Day for all the Underlying Equities following the originally scheduled Initial Reference Date, the Initial Reference Date shall be deemed to be such eighth Scheduled Trading Day and:

- (i) where the Securities relate to a single Underlying Equity, the Calculation Agent shall determine the Reference Price for the Initial Reference Date in accordance with sub-paragraph (i)(b) of the definition of “Valuation Date” below; or
- (ii) where the Securities relate to a Basket of Underlying Equities, sub-paragraph (ii)(b) of the definition of “Valuation Date” below shall apply in relation to each Underlying Equity affected by the occurrence of a Disrupted Day on such eighth Scheduled Trading Day (each an “**Affected Equity**”) for the purposes of determining the relevant Reference Price;

“**Initial Valuation Date**” means the date specified as such in the relevant Final Terms, such date being a “Valuation Date”;

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, an Equity Issuer (i) all the Underlying Equities of that Equity Issuer are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Underlying Equities of that Equity Issuer become legally prohibited from transferring them;

“**Interest Rate Base**” has the meaning given in the Payout Schedule, as completed by the relevant Final Terms;

“**Interest Rate Period**” has the meaning given in the Payout Schedule;

“**Management Fee**” has the meaning given in the Payout Schedule, as completed by the relevant Final Terms;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Market Disruption Event**” means, in relation to an Underlying Equity:

- (i) the occurrence or existence at any time during the one-hour period that ends at the relevant Valuation Time of:
 - (a) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in

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price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:

- (A) relating to the Underlying Equity on the Exchange; or
 - (B) in futures or options contracts relating to the Underlying Equity on any relevant Related Exchange; or
- (b) any event (other than an event described in (ii) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for, the Underlying Equities on the Exchange, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Underlying Equity on any relevant Related Exchange; or
- (ii) the closure on any Exchange Business Day of any relevant Exchange(s) or Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one-hour prior to (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or if earlier (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day,

which in any such case the Calculation Agent determines is material.

In determining what is “material”, the Calculation Agent shall have regard to such circumstances as it deems appropriate, which may include (but are not limited to) the Issuer’s hedging arrangements in respect of the Securities.

“**Merger Date**” means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent;

“**Merger Event**” means, in respect of any relevant Underlying Equities, any (i) reclassification or change of such Underlying Equities that results in a transfer of, or an irrevocable commitment to transfer, all such Underlying Equities outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of an Equity Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in any such reclassification or change of all such Underlying Equities outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Equities of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Underlying Equities (other than such Underlying Equities owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Underlying Equities outstanding but results in the outstanding Underlying Equities (other than Underlying Equities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Equities immediately following such event, in each case if the Merger Date is on or before the last occurring Relevant Determination Date;

“**Multiplier**” has the meaning given in the relevant Final Terms;

“**Nationalisation**” means that all the Underlying Equities or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

“**Observation Date**” means:

- (i) in respect of a Certificate Bull or a Certificate Bear, each Reference Date during the Observation Period; or
- (ii) otherwise, in relation to an Observation Period, each Scheduled Trading Day for all the Underlying Equities during such Observation Period;

“**Observation Period**” has the meaning in the Payout Schedule;

“**Observation Price**” has the meaning given in the Payout Schedule;

“**Observation Time**” has the meaning given in the Payout Schedule;

“**Potential Adjustment Event**” means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Underlying Equities (unless resulting in a Merger Event), or a free distribution or dividend of any such Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Underlying Equities of (a) such Underlying Equities or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer equally or proportionately with such payments to holders of such Underlying Equities or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by an Equity Issuer in respect of relevant Underlying Equities that are not fully paid;
- (v) a repurchase by an Equity Issuer or any of its subsidiaries of relevant Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of an Equity Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

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- (vii) any other event that has or may have, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Underlying Equities;

“**Reference Date**” means a Scheduled Trading Day for all of the Underlying Equities which is not a Disrupted Day in relation to any of the Underlying Equities;

“**Reference Period**” has the meaning given in the Payout Schedule;

“**Reference Price**” means, in relation to an Averaging Date, a Valuation Date or a Reference Date:

- (i) where the Securities are specified in the relevant Final Terms to relate to a single Underlying Equity, an amount equal to the official closing price on that Averaging Date, Valuation Date or Reference Date, as the case may be, (or, if so specified in the relevant Final Terms the price at the Valuation Time on that Averaging Date, Valuation Date or Reference Date, as the case may be) of the Underlying Equity quoted on the Exchange for the Underlying Equity as determined by the Calculation Agent; and
- (ii) where the Securities are specified in the relevant Final Terms to relate to a Basket of Underlying Equities, an amount equal to the sum of the values calculated for each Underlying Equity as the official closing price on that Averaging Date, Valuation Date or Reference Date, as the case may be, (or, if so specified in the relevant Final Terms, the price at the Valuation Time on that Averaging Date, Valuation Date or Reference Date, as the case may be) of the relevant Underlying Equity quoted on the Exchange for such Underlying Equity as determined by the Calculation Agent, multiplied by the relevant Weighting specified for such Underlying Equity in the relevant Final Terms;

“**Related Exchange**” means, in relation to an Underlying Equity, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Underlying Equity or, if so specified in the relevant Final Terms, each exchange or quotation system specified as such in relation to such Underlying Equity in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Related Exchange);

“**Relevant Determination Date**” means an Averaging Date, Determination Date, an Observation Date, a Valuation Date or a Reference Date, as the case may be;

“**Scheduled Closing Time**” means, in relation to an Underlying Equity and an Exchange or Related Exchange and a Scheduled Trading Day for such Underlying Equity, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

“**Scheduled Trading Day**” means, in relation to an Underlying Equity, any day on which each Exchange and each Related Exchange for such Underlying Equity are scheduled to be open for trading for their respective regular trading sessions;

“**Scheduled Valuation Date**” means, in relation to a Valuation Date, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been that Valuation Date;

“**Settlement Cycle**” means, in respect of an Underlying Equity, the period of time following a trade in such Underlying Equity on the relevant Exchange in which settlement will customarily occur according to the rules of such Exchange;

“**Strike Price**” means, unless the relevant Final Terms provides otherwise:

- (i) where no Initial Averaging Dates are specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Initial Valuation Date; or
- (ii) where Initial Averaging Dates are specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Initial Averaging Dates, as determined by the Calculation Agent;

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

“**Trade Date**” has the meaning given in the relevant Final Terms;

“**Underlying Equities**” and “**Underlying Equity**” mean the equity securities or equity security described by the ISIN (or other unique identifier) specified in the relevant Final Terms and related expressions shall be construed accordingly;

“**Valid Date**” means, in relation to an Underlying Equity, a Scheduled Trading Day for such Underlying Equity that is not a Disrupted Day in relation to such Underlying Equity and on which another Averaging Date does not or is not deemed to occur;

“**Valuation Date**” means the Initial Valuation Date, the Final Valuation Date or any other date(s) specified as such in the relevant Final Terms or, if any such date is not a Scheduled Trading Day for all the Underlying Equities, the next following Scheduled Trading Day for all the Underlying Equities unless, in the opinion of the Calculation Agent, such day is a Disrupted Day in relation to any of the Underlying Equities. If such day is a Disrupted Day in relation to any of the Underlying Equities:

- (i) where the Securities are specified in the relevant Final Terms to relate to a single Underlying Equity, that Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (a) the eighth Scheduled Trading Day shall be deemed to be that Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (b) the Calculation Agent shall, where practicable, determine the Reference Price in the manner set out in the relevant Final Terms or, if not set out or not so practicable, determine the Reference Price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on that eighth Scheduled Trading Day; or

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- (ii) where the Securities are specified in the relevant Final Terms to relate to a Basket of Underlying Equities, that Valuation Date for each Underlying Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and that Valuation Date for each Underlying Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Scheduled Trading Day for the Affected Equity that is not a Disrupted Day relating to the Affected Equity, unless each of the eight Scheduled Trading Days for the Affected Equity immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Equity. In that case (a) that eighth Scheduled Trading Day shall be deemed to be that Valuation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day, and (b) the Calculation Agent shall, where practicable, determine the Reference Price using, in relation to the Affected Equity, a price determined in the manner set out in the relevant Final Terms or, if not set out or if not so practicable, using its good faith estimate of the value for the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day and otherwise in accordance with the above provisions;

“**Valuation Time**” means, in relation to an Underlying Equity and unless the relevant Final Terms provides otherwise:

- (i) for the purposes of determining an Observation Price, the Observation Time;
- (ii) for the purposes of determining the Final Price for the purposes of determining the Early Termination Cash Settlement Amount, the Determination Time; and
- (iii) otherwise, the Valuation Time specified in the relevant Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange for such Underlying Equity on the relevant Scheduled Trading Day. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; and

“**Weighting**” means, in relation to an Underlying Equity, the weighting specified for such Underlying Equity in the relevant Final Terms.

9.4. *Additional Disruption Events (applicable to Index-Linked Securities, Futures-Linked Securities and Equity-Linked Securities)*

- (i) *Additional Disruption Event*: If the Securities are Index-Linked Securities, Futures-Linked Securities or Equity-Linked Securities, then if an Additional Disruption Event occurs, the Issuer may take the action described in (a) or (b) below:
 - (a) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any one or more of the relevant Cash Settlement Amount and/or the Strike Price and/or the Multiplier and/or the Weightings and/or any of the other terms of these Conditions and/or the relevant Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (b) give notice to the Holders in accordance with Condition 13 (*Notices*) and cancel all, but not some only, of the Securities, each Security being cancelled at the Cancellation Amount.

If “Increased Cost of Hedging” is specified in the relevant Final Terms as an Additional Adjustment Event in respect of a Security and such an event occurs, an adjustment pursuant

to Condition 9.4(i)(a) above may include, but is not limited to, reducing any of the amounts which would otherwise be payable under the Securities.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 13 (*Notices*) stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

- (ii) *Definitions applicable to Additional Disruption Events:* The following expressions have the following meanings in the context of Additional Disruption Events only:

“Additional Disruption Event” means (i) Change of Law and (ii) any of Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing (applicable only for Equity-Linked Securities) and/or Loss of Stock Borrow, in each case, if specified in the relevant Final Terms as being applicable;

“Change in Law” means that, on or after the date of the relevant Final Terms in respect of the first Tranche of the Securities or, if a Trade Date is specified in the relevant Final Terms, the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that (X) it has become illegal to hold, acquire or dispose of any relevant security comprised in an Index or any options contract or futures contracts relating to such Index (in the case of Index-Linked Securities), any relevant Futures Contract or any security or other asset(s) comprising the relevant Related Asset (in the case of Futures-Linked Securities) or any relevant Underlying Equity or any options contract or futures contracts relating to such Underlying Equity (in the case of Equity-Linked Securities) or (Y) (i) the Issuer will incur a materially increased cost in performing its obligations in relation to the Securities and/or (ii) the Issuer and/or any of its Affiliates and/or any Hedging Party will incur a materially increased cost in performing any of its or their hedging activities in respect of the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates);

“Hedging Disruption” means that the Issuer and/or any of its Affiliates and/or any Hedging Party is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Securities and/or any hedging activities of the Issuer and/or any of its Affiliates in respect of the Securities, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s);

“Hedging Party” means any party to the Issuer’s and/or any of its Affiliates’ hedging activities in respect of the Securities.

“Hedging Shares” means the number of Underlying Equities (in the case of Equity-Linked Securities) or securities comprised in an Index (in the case of Index-Linked Securities) that the Issuer deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Securities or any Hedging Party deems necessary to hedge the equity or other price risk of entering into and performing its obligations in respect of any hedging activities of the Issuer and/or any of its Affiliates in respect of the Securities, as the case may be;

“**Increased Cost of Hedging**” means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the date of the relevant Final Terms in respect of the first Tranche of the Securities or, if a Trade Date is specified in the relevant Final Terms, the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Securities, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

“**Increased Cost of Stock Borrow**” means that the Issuer and/or any of its Affiliates would incur a rate to borrow any Underlying Equity (in the case of Equity-Linked Securities) or any security comprised in an Index (in the case of Index-Linked Securities) that is greater than the Initial Stock Loan Rate;

“**Initial Stock Loan Rate**” means, in respect of an Underlying Equity (in the case of Equity-Linked Securities) or a security comprised in an Index (in the case of Index-Linked Securities), the Initial Stock Loan Rate specified in relation to such Underlying Equity or security in the relevant Final Terms;

“**Insolvency Filing**” means that an Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an Insolvency Filing;

“**Loss of Stock Borrow**” means that the Issuer and/or any of its Affiliates and/or any Hedging Party is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Underlying Equity (in the case of Equity-Linked Securities) or any securities comprised in an Index (in the case of Index-Linked Securities) in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate; and

“**Maximum Stock Loan Rate**” means, in respect of an Underlying Equity (in the case of Equity-Linked Securities) or a security comprised in an Index (in the case of Index-Linked Securities), the Maximum Stock Loan Rate specified in the relevant Final Terms.

10. **Agents, Discretions and Determinations**

- 10.1. *Obligations of Agents:* In acting under the Systems Agency Agreement and in connection with the Securities, each of the Calculation Agent and the Systems Agents acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Holders, and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Systems Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.
- 10.2. *Termination of Appointments:* The initial VP/ES Systems Agent and EFi Systems Agent and their initial Specified Offices are listed in Condition 2.1 (*Definitions*). The Calculation Agent in respect of any Securities shall be specified in the relevant Final Terms. The Issuer reserves the right at any time

to vary or terminate the appointment of the VP/ES Systems Agent, the EFi Systems Agent or the Calculation Agent and to appoint an additional or successor calculation agent or agent; provided, however, that the Issuer shall at all times maintain:

- (i) a Calculation Agent (which may be the Issuer); and
- (ii) in respect of Securities cleared through the VP, a VP/ES Systems Agent authorised to act as an account holding institution with the VP; or
- (iii) in respect of Securities cleared through Euroclear Sweden, a VP/ES Systems Agent authorised to act as an account holding institution with Euroclear Sweden; or
- (iv) in respect of Securities cleared through Euroclear Finland, an EFi Systems Agent authorised to act as an account holding institution with Euroclear Finland, as the case may be.

10.3. *Change of Specified Office:* Each of the VP/ES Systems Agent and the ES Systems Agent reserves the right at any time to change its Specified Office to another Specified Office in the same city. Notice of any change in the identity or Specified Office of any Systems Agent or in the identity of the Calculation Agent shall promptly be given to the Holders in accordance with Condition 13 (*Notices*).

10.4. *Discretions and Determinations:* Unless expressly specified otherwise, all discretions exercised and calculations and determinations made in respect of the Securities by either the Calculation Agent or the Issuer shall be made in its sole and absolute discretion and in good faith and shall (save in the case of manifest error) be final, conclusive and binding on the Issuer or the Calculation Agent (as applicable), the VP/ES Systems Agent and the EFi Systems Agent and the Securityholders.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

10.5. *Exercise of Discretion:* In exercising its discretion in respect of the Securities as provided herein, each of the Issuer and the Calculation Agent may take into account such factors as it determines appropriate in each case, which may include in particular any circumstances or events which have or may have a material impact on the hedging arrangements entered into by the Issuer and/or any of its Affiliates (as defined in Condition 9.3(iii) (*Equity-Linked Securities – Definitions applicable to Equity-Linked Securities*) notwithstanding that that Condition applies only in respect of Equity-linked Securities) and/or a Hedging Party (as defined in Condition 9.4(ii) (*Additional Disruption Events (applicable to Index-Linked Securities, Futures-Linked Securities and Equity-Linked Securities) – Definitions applicable to Additional Disruption Events*)) notwithstanding that that Condition applies only in respect of Index-Linked Securities, Futures-Linked Securities and Equity-linked Securities) in respect of the Securities. The exercise of the Issuer's and/or the Calculation Agent's discretion in respect of the Securities as provided herein are necessary because certain circumstances or events (for example a material modification or disruption to the underlying asset or reference basis to which the Securities are linked) may occur subsequent to the issuance of the Securities which may materially affect the costs to the Issuer and/or any of its Affiliates and/or a Hedging Party of maintaining the relevant Securities or relevant hedging arrangements. Such circumstances or events may not have been reflected in the pricing of the Securities. In addition, as a result of certain circumstances or events (e.g. unavailability or material disruption to any reference source) it may no longer be reasonably practicable or otherwise appropriate for certain valuations in respect of the underlying asset or otherwise in connection with the Securities to be made on this basis, and thus making it necessary for the Issuer and/or the Calculation Agent to exercise its discretion in such a case. Such hedging arrangements may be carried out on a portfolio basis (i.e. where the Hedging Party maintains arrangements for hedging the Securities together with other obligations of the Issuer or its Affiliates). As used herein, "**hedging arrangements**" means the

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arrangements, if any, the Issuer makes to have available to it the relevant cash amounts to be paid under the Securities as these fall due. This may involve the Issuer and/or a Hedging Party investing directly in the underlying asset(s) or reference basis to which the Securities are linked. Alternatively, the Issuer and/or a Hedging Party may make an indirect investment by entering into or acquiring a derivative contract referencing the underlying asset(s) or reference basis to which the Securities are linked. The Issuer will select hedging arrangements which are efficient for it in the context of the tax, regulatory and business environment in which it operates. The Issuer and/or a Hedging Party may also adjust hedging arrangements from time to time but will not always be able to avoid adverse costs, taxes or regulatory changes which affect its hedging arrangements. For the avoidance of doubt, the Issuer is under no obligation to enter into any hedging arrangements.

10.6. *Determination of amounts payable:* The Calculation Agent will employ the methodology described in these Conditions, as completed by the relevant Final Terms to determine amounts payable in respect of the Securities. When making any such determination in relation to any amounts so payable, the Calculation Agent may in its sole and absolute discretion consider any relevant information, which may but is not required to include, without limitation, one or more of the following:

- (i) quotations (either firm or indicative) supplied by one or more third parties or information sources;
- (ii) information consisting of relevant market data in the relevant markets supplied by one or more third parties or information sources including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads correlation or other relevant market data in the relevant market; or
- (iii) information of the types described in (i) or (ii) above from internal sources (including any Affiliates of the Calculation Agent) or other information of a type used by the Calculation Agent in the regular course of its business or in connection with similar transactions.

Whenever the Calculation Agent is required to make any determination it may, inter alia, decide issues of construction and legal interpretation. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or discretions under the Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion.

10.7. *Disclaimer of liability:* The Calculation Agent makes no express or implied representations or warranties as to (i) the advisability of investing in or obtaining exposure to the Securities, (ii) the value of the Securities at any particular time on any particular date, or (iii) any amounts that may become payable in respect of the Securities.

Without limiting any of the foregoing, in no event shall the Calculation Agent have any liability (whether in negligence or otherwise) to any Holders for any direct, indirect, special, punitive, consequential or any other damages (including loss of profits) even if notified of the possibility of such damages.

10.8. *Conflict of Interest:* In addition to providing calculation agency services to the Issuer, the Calculation Agent or any of its Affiliates may perform further or alternative roles relating to the Issuer and any Series of Securities including, but not limited to, for example, being involved in arrangements relating to any of the underlying reference assets (for example as a calculation agent or, in the case of a proprietary index for example, as index sponsor). Furthermore, the Calculation Agent or any of its Affiliates may contract with the Issuer and/or enter into transactions which relate to the Issuer, the Securities or any of the underlying reference assets and as a result the Calculation Agent may face a conflict between its obligations as Calculation Agent and its and/or its Affiliates'

interests in other capacities. Subject to all regulatory obligations, neither the Issuer nor the Calculation Agent in respect of the Securities shall owe any duty or responsibility to any Holder to avoid any conflict or to act in the interests of any Holder.

11. Meetings of Holders; Modification and Waiver

11.1. *Meetings of Holders:* The Meetings Schedule contains provisions for convening meetings of Holders of Securities of any Series to consider matters relating to such Series of Securities, including (without limitation) the modification by Extraordinary Resolution of any provision of these Conditions insofar as the same may apply to such Securities. Any Extraordinary Resolution duly passed at any such meeting of Holders of Securities of any Series will be binding on all Holders of Securities of such Series, whether present or not at the meeting. Meetings of Securityholders shall be held in accordance with the Meetings Schedule and in compliance with the relevant regulations of the VP, Euroclear Sweden or Euroclear Finland, as the case may be. Any person requesting the convening of any such meeting or attending or voting at any such meeting shall be required to provide proof of their appointment as proxy, attorney or representative and/or ownership of Securities satisfactory to the Issuer in the form specified by Issuer in the notice in respect of the relevant meeting given to Securityholders in accordance with Condition 13 (*Notices*).

11.2. *Modification:* The Issuer may amend the Securities, (including these Conditions) without the consent of the Holders of Securities of any Series:

- (i) where such amendment is of a formal, minor or technical nature or to correct a manifest error or proven error or to cure, correct or supplement any defective provision of the Securities of the relevant Series; or
- (ii) where the Issuer determines (whether before or after issue) to list and/or trade the Securities of the relevant Series on a stock exchange, market or quotation system or a central securities depository, trading facility or clearing system and such amendment is made to enable such Securities to be listed and/or traded on such stock exchange, market or quotation system or central securities depository, trading facility or clearing system; or
- (iii) to comply with any mandatory provision of law or the rules of any stock exchange, market or quotation system, central securities depository, trading facility or clearing system.

Subject as aforesaid, no other modification may be made to the Securities except with the sanction of an Extraordinary Resolution.

12. Further Issues

The Issuer may from time to time, without the consent of the Holders, create and issue further Securities having the same Terms and Conditions as the Securities in all respects (or in all respects except for the issue date and the issue price) so as to form a single series with the Securities.

13. Notices

Notices to Holders of Securities (i) shall be given in a manner which complies with the rules of any stock exchange or other relevant authority on which the relevant Securities are for the time being listed or by which they have been admitted to trading and (ii) may be (a) given in accordance with the procedures of the relevant Clearing System and/or (b) published in a relevant national newspaper.

Any notice so given will be deemed to have been validly given, (i) if published either (a) on the website of any stock exchange or other relevant authority on which the relevant Securities are for the

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time being listed or by which they have been admitted to trading and/or (b) in a national newspaper, on the date of the first such publication or (ii) if given or published in any other manner in accordance with this Condition, on the date specified in the relevant notice or, if no such date is specified, on the third Business Day after the date of such notice.

Notices to the Issuer shall be given in writing to the Issuer at 2-12 Holmens Kanal, DK-1092 Copenhagen K, Denmark, attention: 4841 Danske Markets/Asset and Liability Management or such other address and/or addressee as the Issuer may notify to Securityholders from time to time in accordance with this Condition.

14. Rounding

For the purposes of any calculations referred to in the Terms and Conditions (unless otherwise specified in the Terms and Conditions):

- (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.);
- (ii) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up);
- (iii) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount; and
- (iv) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

15. Default Interest

In the event of late payment by the Issuer of any Cash Settlement Amount or other amount due in respect of the Securities, default interest shall accrue on such amount from (and including) the date on which the relevant payment was due to (but excluding) the date on which payment is made by or on behalf of the Issuer (the “**Default Period**”) at the Default Rate.

For the purposes hereof and subject as provided below, “**Default Rate**” means the rate calculated by the Calculation Agent as (i) the arithmetic average of:

- (i) where the Settlement Currency is Danish Krone, one week CIBOR;
- (ii) where the Settlement Currency is Euro, one week EURIBOR;
- (iii) where the Settlement Currency is Swedish Krona, one week STIBOR; or
- (iv) where the Settlement Currency is a currency other than Danish Krone, Euro or Swedish Krona, the interbank rate specified in the relevant Final Terms,

on the first Business Day of each week during the Default Period (a “**Default Rate Determination Date**”) (or, if none, such rate on the first Business Day of the week during which the first day of the Default Period occurred) plus 2 per cent., such rate multiplied by the actual number of days in the Default Period divided by 360. If any Default Rate Determination Date falls less than 2 Business Days prior to the date on which the relevant payment is to be made, such Default Rate Determination Date shall be disregarded for the purposes of determining the Default Rate.

16. Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the Holder of any Security, any right in these Conditions shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

17. Governing Law and Jurisdiction

- 17.1. *Governing Law:* The Securities and the Systems Agency Agreement, and any non-contractual obligations arising therefrom or in connection therewith, shall be governed by, and construed in accordance with, English law, except for the registration of Securities in the VP, which shall be governed by, and shall be construed in accordance with, Danish law, the registration of Securities in Euroclear Sweden, which shall be governed by, and shall be construed in accordance with, Swedish law and the registration of Securities in Euroclear Finland, which shall be governed by, and shall be construed in accordance with, Finnish law.
- 17.2. *English courts:* The courts of England have jurisdiction to settle any dispute (a “**Dispute**”) arising from or connected with the Securities (including any Dispute relating to any non-contractual obligations arising from or connected with the Securities).
- 17.3. *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 17.4. *Rights of the Holders to take proceedings outside England:* Condition 17.2 (*English courts*) is for the benefit of the Holders only. As a result, nothing in this Condition 17 prevents any Holder from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, any Holder may take concurrent Proceedings in any number of jurisdictions.
- 17.5. *Service of process:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to the Issuer at 75 King William Street, London EC4N 7DT or at any address of the Issuer in Great Britain at which service of process may be served on it in accordance with the Companies Act 2006. Nothing in this paragraph shall affect the right of any Holder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

18. Rights of Third Parties

No person shall have any right to enforce any term or Condition in respect of a Security under the Contracts (Rights of Third Parties) Act 1999.

MEETINGS SCHEDULE

1. *Definitions:*

(A) “**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

“**Subsidiary**” means, in relation to the Issuer at any particular time, any Person:

(i) whose affairs and policies the Issuer controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of such Person or otherwise; or

(ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the Issuer.

(B) “**Written Resolution**” means a resolution in writing signed by or on behalf of all Holders of Securities who for the time being are entitled to receive notice of a meeting in accordance with the provisions of this Meetings Schedule whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such Holders of the Securities.

(C) All references in this Schedule to “Securities” and “Holders” of Securities shall be to the Securities of the relevant Series and the Holders of those Securities, respectively.

2. The Issuer at any time may, and upon a request in writing by Holders of Securities holding not less than ten per cent. by number of the outstanding Securities of any Series shall, convene a meeting of the Holders of Securities of any Series. Whenever the Issuer is about to convene any such meeting it shall forthwith give notice in writing to the relevant Systems Agent of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Issuer may approve.

At least twenty-one days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the Holders of the Securities. Such notice shall be given in the manner provided in the General Conditions and shall specify the terms of the resolution(s) to be proposed. Such notice shall further specify the form of proof of appointment as proxy, attorney or representative and/or ownership of Securities required by the Issuer.

3. A person (who may, but need not, be the Holder of a Security) nominated in writing by the Issuer shall be entitled to take the chair at every meeting, but if no such nomination is made or if at any meeting the person nominated is not present within thirty minutes after the time appointed for the holding of such meeting, the Holders of Securities present may appoint another such person to be chairman. The chairman of a reconvened meeting need not be the same person who was chairman of the original meeting.

4. At any such meeting any two or more persons present in person holding Securities of the relevant Series or being proxies, attorneys or representatives of any such holder and holding or representing in the aggregate greater than 50 per cent. by number of the Securities for the time being outstanding shall form a quorum for the transaction of business **provided that** at any meeting at which an Extraordinary Resolution is to be proposed for the purpose of effecting any of the modifications specified in the proviso to paragraph 15 of this Meetings Schedule the quorum for such meeting shall be any two or more persons present in person holding Securities or being proxies, attorneys or representatives of any such holder and holding or representing in the aggregate at least 75 per cent. by number of the Securities for the time being outstanding and no business (other than the choosing of a

chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

5. If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Holders of Securities, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. At such adjourned meeting two or more persons present in person holding Securities or being proxies, attorneys or representatives of any such holders (whatever the number of Securities so held or represented by them) shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had a quorum been present at such meeting **provided that** at any adjourned meeting at which an Extraordinary Resolution is to be proposed for the purpose of effecting any of the modifications specified in the proviso to (i) to (ix) of paragraph 15 of this Meetings Schedule the quorum for such meeting shall be two or more persons present holding Securities or being proxies, attorneys or representatives of any such holder and holding or representing in the aggregate at least 25 per cent. by number of the Securities for the time being outstanding.
6. The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
7. At least ten days' notice (exclusive of the day on which the notice is given and the day on which the meeting is held) of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting. Subject as aforesaid, it shall not be necessary to give any notice of an adjourned meeting.
8. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Holder of a Security or being a proxy, attorney or representative, as the case may be.
9. At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by one or more persons holding one or more Securities or being proxies, attorneys or representatives of any such holder and holding or representing in the aggregate not less than 2 per cent. by number of the Securities for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
10. If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
11. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.
12. The relevant Systems Agent and the Issuer (through their respective representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Holders of Securities. Save as aforesaid no person shall be entitled to attend or vote at any meeting of the Holders of Securities or to join with others in requesting the convening of such a meeting unless he is the Holder of a Security or is a proxy, attorney or representative of any such holder.

TERMS AND CONDITIONS OF THE SECURITIES

13. Subject as provided in paragraph 8 of this Meetings Schedule at any such meeting (a) on a show of hands, every person who is present in person and who provides proof of appointment as proxy, attorney or representative and/or ownership in the manner specified in paragraph 2 of this Meetings Schedule shall have one vote and (b) on a poll, every person who is so present shall have one vote in respect of each Security of such Series of Securities represented. Any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
14. A proxy, attorney or representative need not be a holder of a Security.
15. A meeting of the Holders of Securities shall, in respect of the Securities of the relevant Series only and insofar only as it affects the Securities of the relevant Series and subject to the provisions contained in these Conditions, in addition to the powers hereinbefore given, but without prejudice to any powers conferred on other persons by these Conditions, have the following powers exercisable namely:
 - (A) power to sanction any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Holders of Securities against the Issuer, whether such rights shall arise under the Securities or otherwise;
 - (B) power to sanction the exchange or substitution for the Securities of, or the conversion of those Securities into, other obligations or securities of the Issuer or any other body corporate formed or to be formed;
 - (C) power to assent to any modification of the provisions contained in the Securities, these Conditions or the Systems Agency Agreement (including the Schedule thereto);
 - (D) power to waive or authorise any breach or proposed breach by the Issuer of its obligations under these Conditions or any act or omission which might otherwise constitute a default under these Conditions;
 - (E) power to authorise the relevant Systems Agent or any other person to concur in and execute and do all such deeds, documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
 - (F) power to give any authority, direction or sanction which under these Conditions is required to be given by Extraordinary Resolution; and
 - (G) power to appoint any persons (whether Holders of Securities or not) as a committee or committees to represent the interests of the Holders of Securities and to confer upon such committee or committees any powers or discretions which such Holders of Securities could themselves exercise by Extraordinary Resolution,

provided that the special quorum provisions contained in the provisos to paragraphs 4 and 5 shall apply in relation to any Extraordinary Resolution for the purpose of making a modification to the provisions contained in the Securities or these Conditions which:

- (i) varies the Scheduled Expiration Date of any of the Securities or any date for payment of any Cash Settlement Amount, as the case may be, in respect thereof; or
- (ii) varies (or varies the method or basis of calculating or determining) the amount payable on expiration or cancellation of the Securities; or
- (iii) modifies the provisions contained in this Meetings Schedule concerning the quorum required at any meeting of Holders of Securities or any adjournment thereof or concerning the majority required to pass an Extraordinary Resolution; or
- (iv) varies the currency in which any payment (or other obligation) in respect of the Securities is to be made; or

- (v) would have the effect of giving any authority, direction or sanction which, under these Conditions, is required to be given pursuant to a meeting of the Holders of Securities to which the special quorum provisions apply; or
 - (vi) amends this proviso in any manner.
16. An Extraordinary Resolution passed at a meeting of the Holders of Securities duly convened and held in accordance with this Meetings Schedule shall be binding upon all the Holders of Securities, whether present or not present at such meeting and each the Holders shall be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of such resolution justify the passing thereof.
 17. The expression “**Extraordinary Resolution**” when used in these Conditions means a resolution passed at a meeting of the Holders of Securities duly convened and held in accordance with the provisions contained herein by a majority consisting of not less than three-fourths of the votes cast thereon.
 18. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Holders of Securities, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.
 19. Any Securities which have been purchased or are held by (or on behalf of) the Issuer or any Subsidiary of the Issuer but which have not been cancelled shall, unless and until resold, be deemed not to be outstanding for the purposes of this Meetings Schedule.
 20. A Written Resolution shall take effect as if it were an Extraordinary Resolution.

PAYOUT SCHEDULE

Payout Conditions

1. Call Warrants
2. Put Warrants
3. Turbo Call Warrants
4. Turbo Put Warrants
5. Certificates Up
6. Certificates Down
7. Covered Call Certificates
8. Certificates Bull
9. Certificates Bear
10. Mini-Future Certificates Long
11. Mini-Future Certificates Short

1. Call Warrants

1.1 *Application:* This Payout Condition 1 (*Call Warrants*) is applicable to the Securities only if “Call Warrants” is specified as the type of Security in the relevant Final Terms.

1.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **higher than** the Strike Price:

$(\text{Final Price} - \text{Strike Price}) \times \text{Multiplier} \times (\text{if applicable}) \text{ Exchange Rate}$

(b) Otherwise, zero.

1.3 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 1 (*Call Warrants*):

“**Final Price**” means:

(i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or

(ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent.

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2. Put Warrants

2.1 *Application:* This Payout Condition 2 (*Put Warrants*) is applicable to the Securities only if “Put Warrants” is specified as the type of Security in the relevant Final Terms.

2.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **lower than** the Strike Price:

$(\text{Strike Price} - \text{Final Price}) \times \text{Multiplier} \times (\text{if applicable}) \text{ Exchange Rate}$

(b) Otherwise, zero.

2.3 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 2 (*Put Warrants*):

“**Final Price**” means:

(i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or

(ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent.

3. Turbo Call Warrants

3.1 *Application:* This Payout Condition 3 (*Turbo Call Warrants*) is applicable to the Securities only if “Turbo Call Warrants” is specified as the type of Security in the relevant Final Terms.

3.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **higher than** the Strike Price:

(Final Price – Strike Price) x Multiplier x (if applicable) Exchange Rate

(b) Otherwise, zero.

For the avoidance of doubt, where the Strike Price is equal to the Barrier Level and an Early Termination Event occurs, the Cash Settlement Amount shall be zero.

3.3 *Early Termination Event:* An Early Termination Event shall occur if the Observation Price at any time during the Observation Period is **lower than or equal to** the Barrier Level.

3.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 3 (*Turbo Call Warrants*):

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms.

Where a Turbo Call Warrant is linked to a single Index:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Turbo Call Warrant is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Turbo Call Warrant is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Turbo Call Warrant is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Turbo Call Warrant is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving

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rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Turbo Call Warrant is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Turbo Call Warrant is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Turbo Call Warrant is linked to a single Underlying Equity:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest price of the Underlying Equity quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Determination Time**”) during the Determination Period as determined by the Calculation Agent; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

4. Turbo Put Warrants

4.1 *Application:* This Payout Condition 4 (*Turbo Put Warrants*) is applicable to the Securities only if “Turbo Call Warrants” is specified as the type of Security in the relevant Final Terms.

4.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **lower than** the Strike Price:

(Strike Price – Final Price) x Multiplier x (if applicable) Exchange Rate

(b) Otherwise, zero.

For the avoidance of doubt, where the Strike Price is equal to the Barrier Level and an Early Termination Event occurs, the Cash Settlement Amount shall be zero.

4.3 *Early Termination Event:* An Early Termination Event shall occur if the Observation Price at any time during the Observation Period is **higher than or equal to** the Barrier Level.

4.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 4 (*Turbo Put Warrants*):

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms.

Where a Turbo Put Warrant is linked to a single Index:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Turbo Put Warrant is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Turbo Put Warrant is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Turbo Put Warrant is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Turbo Put Warrant is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving

rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Turbo Put Warrant is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Turbo Put Warrant is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Turbo Put Warrant is linked to a single Underlying Equity:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

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If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest price of the Underlying Equity quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Determination Time**”) during the Determination Period as determined by the Calculation Agent; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

5. Certificates Up

5.1 *Application:* This Payout Condition 5 (*Certificates Up*) is applicable to the Securities only if “Certificates Up” is specified as the type of Security in the relevant Final Terms.

5.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **higher than** the Strike Price:

(Final Price – Strike Price) x Multiplier x (if applicable) Exchange Rate

(b) Otherwise, zero.

For the avoidance of doubt, if Early Termination is specified as applying in the relevant Final Terms, where the Strike Price is equal to the Barrier Level and an Early Termination Event occurs, the Cash Settlement Amount shall be zero.

5.3 *Early Termination Event:* If “Early Termination” is specified as applying in the relevant Final Terms, an Early Termination Event shall occur if the Observation Price at any time during the Observation Period is **lower than or equal to** the Barrier Level.

5.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 5 (*Certificates Up*):

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms.

Where a Certificate Up is linked to a single Index:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Certificate Up is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Up is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Certificate Up is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Up is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and

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including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Certificate Up is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Up is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Certificate Up is linked to a single Futures Contract:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period

falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest price of the Futures Contract quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** price of the Futures Contract quoted on the Exchange at any time (any such time, the “**Determination Time**”) during the Determination Period as determined by the Calculation Agent; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Futures Contract quoted on the Exchange at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Futures Contract is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Certificate Up is linked to a single Underlying Equity:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest price of the Underlying Equity quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Determination Time**”) during the Determination Period as determined by the Calculation Agent; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no

event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Certificate Up is linked to a Basket of Reference Items:

“**Final Price**” means

- (a) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
- (b) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent.

6. Certificates Down

6.1 *Application:* This Payout Condition 6 (*Certificates Down*) is applicable to the Securities only if “Certificates Down” is specified as the type of Security in the relevant Final Terms.

6.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **lower than** the Strike Price:

(Strike Price – Final Price) x Multiplier x (if applicable) Exchange Rate

(b) Otherwise, zero.

For the avoidance of doubt, if Early Termination is specified as applying in the relevant Final Terms, where the Strike Price is equal to the Barrier Level and an Early Termination Event occurs, the Cash Settlement Amount shall be zero.

6.3 *Early Termination Event:* If Early Termination is specified as applying in the relevant Final Terms, an Early Termination Event shall occur if the Observation Price at any time during the Observation Period is **higher than or equal to** the Barrier Level.

6.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 6 (*Certificates Down*):

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms.

Where a Certificate Down is linked to a single Index:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Certificate Down is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Down is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Certificate Down is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Down is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event

Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Certificate Down is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Down is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Certificate Down is linked to a single Futures Contract:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period

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falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest price of the Futures Contract quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** price of the Futures Contract quoted on the Exchange at any time (any such time, the “**Determination Time**”) during the Determination Period as determined by the Calculation Agent; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Futures Contract quoted on the Exchange at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Futures Contract is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Certificate Down is linked to a single Underlying Equity:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest price of the Underlying Equity quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Determination Time**”) during the Determination Period as determined by the Calculation Agent; and
- (b) for the purposes of determining the Final Cash Settlement Amount:
 - (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
 - (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent; and

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date.

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Underlying Equity quoted on the Exchange at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no

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event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Certificate Down is linked to a Basket of Reference Items:

“**Final Price**” means:

- (a) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
- (b) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent.

7. Covered Call Certificates

7.1 *Application:* This Payout Condition 7 (*Covered Call Certificates*) is applicable to the Securities only if “Covered Call Certificates” is specified as the type of Security in the relevant Final Terms.

7.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **higher than** the Cap Level:

Cap Level x Multiplier x (if applicable) Exchange Rate

(b) Where the Final Price is **lower than** (or equal to) the Cap Level:

Final Price x Multiplier x (if applicable) Exchange Rate

7.3 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 7 (*Covered Call Certificates*):

“**Cap Level**” means the amount or percentage specified in the relevant Final Terms; and

“**Final Price**” means:

- (i) where no Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the Reference Price in relation to the Final Valuation Date; or
- (ii) where Final Averaging Dates have been specified in the relevant Final Terms, an amount equal to the arithmetic mean of the Reference Prices in relation to each of the Final Averaging Dates, as determined by the Calculation Agent.

8. Certificates Bull

8.1 *Application:* This Payout Condition 8 (*Certificates Bull*) is applicable to the Securities only if “Certificates Bull” is specified as the type of Security in the relevant Final Terms.

8.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be the Accumulated Value on the Final Reference Date, as determined by the Calculation Agent.

8.3 *Early Termination Event:* An Early Termination Event shall occur if either:

- (a) on any Observation Date the percentage **decrease** in the Observation Price at any time compared to Reference Price_{t-1} for the Reference Date corresponding to such Observation Date is greater than or equal to the Barrier Level; or
- (b) the Issuer gives notice (an “**Early Termination Notice**”) to Holders in accordance with Condition 13 (*Notices*) that the Securities will be terminated early on the Early Termination Date specified in such notice which shall fall not more than 15 Business Days after the Early Termination Notice is given or deemed given in accordance with Condition 13 (*Notices*).

On the occurrence of an Early Termination Event:

- (i) if an Early Termination Event specified in paragraph 8.3(a) above occurs, the Cash Settlement Amount shall be zero; or
- (ii) if an Early Termination Event specified in paragraph 8.3(b) above occurs, the Final Reference Date shall be deemed to be the Early Termination Date and the Cash Settlement Amount shall be determined in accordance with paragraph 8.2 above.

8.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 8 (*Certificates Bull*):

“**Accumulated Financing**” (“**AF**”) means, in respect of a Reference Date (*t*) and an Interest Rate Period, an amount determined by the Calculation Agent in accordance with whichever of the following formulae is specified as applicable in the relevant Final Terms:

- (i) if “AF option 1” is specified as the applicable AF formula in the relevant Final Terms:

$$AF = AV_{t-1} * (\text{InterestRate Base} - \text{Margin} - \text{ManagementFee}) * \text{Day Count}; \text{ or}$$

- (ii) if “AF option 2” is specified as the applicable AF formula in the relevant Final Terms:

$$AF = AV_{t-1} * (\text{IRB} - \text{Margin} - \text{MF}) * \text{Day Count} - \text{Multiplier} * \text{IRB} * AV_{t-1} * \text{Day Count};$$

“**Accumulated Value**” (“**AV**”) means:

- (i) where an Exchange Rate is not specified in the relevant Final Terms, in respect of a Reference Date (*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$AV_t = (AV_{t-1} + ACV + AF); \text{ or}$$

- (ii) where an Exchange Rate is specified in the relevant Final Terms, in respect of a Reference Date (t) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$AV_t = (AV_{t-1} + ACV + AF) * \frac{\text{ExchangeRate}_t}{\text{ExchangeRate}_{t-1}};$$

“**AV_{t-1}**” means, in respect of a Reference Date (t), the Accumulated Value on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**AV_{t-1}**” means the Initial Reference Price or, if so specified in the relevant Final Terms, the amount specified in the relevant Final Terms;

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms;

“**Copenhagen Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Copenhagen;

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360;

“**DKKOIS**” means, with respect to a Reference Date (t) and an Interest Rate Period, the rate for Danish Kroner tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Copenhagen time) on such Reference Date, except where such Reference Date is not a Copenhagen Banking Day (any such day, a “**Non-Copenhagen Banking Day**”) in which case, DKKOIS for such Non-Copenhagen Banking Day will be DKKOIS determined for the Copenhagen Banking Day immediately preceding such Copenhagen Banking Day. If, with respect to a Copenhagen Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the Calculation Agent will determine DKKOIS for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Early Termination Date**” means either (i) if an Early Termination Event specified in paragraph 8.3(a) above occurs, the date on which such Early Termination Event occurs or (ii) if an Early Termination Event specified in paragraph 8.3(b) above occurs, the date specified by the Issuer in the Early Termination Notice (which date shall be any date during the period from (and including) the day falling 15 Business Days after the date of the Early Termination Notice to (but excluding) the Scheduled Expiration Date);

“**EONIA**” means, with respect to a Reference Date (t) and an Interest Rate Period, the overnight rate for deposits in euro which appears on the Relevant Screen Page as of 7:00 p.m. (Central European time) on such Reference Date, except where such Reference Date is not a TARGET2 Settlement Day and a Helsinki Banking Day (any such day, a “**Non-EONIA Settlement Day**”) in which case, EONIA for such Non-EONIA Settlement Day will be EONIA determined for the immediately preceding day that was a TARGET2 Settlement Day and a Helsinki Banking Day. If, with respect to a Reference Date that is a TARGET2 Settlement Day and a Helsinki Banking Day, such rate does not appear on the Relevant Screen Page on such Reference Date, the Calculation Agent will determine EONIA for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Helsinki Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Helsinki;

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“**Interest Rate Base**” (“**IRB**”) means, as specified in the relevant Final Terms, EONIA, SIOR or DKKOIS;

“**Interest Rate Period**” means, in respect of a Reference Date (t), the period from (and including) the Reference Date immediately preceding such Reference Date (t) to (but excluding) such Reference Date (t) and, where $t = 1$, the immediately preceding Reference Date shall be the Initial Reference Date;

“**Management Fee**” (“**MF**”) means a fee expressed as a percentage charged by the Issuer for the costs of administration and/or hedging of the Securities, the initial amount of which is specified in the relevant Final Terms, provided that the Management Fee may be increased or decreased from time to time by the Issuer if the Issuer's costs of administration and/or hedging change and provided further that, the Management Fee shall never be greater than the relevant Maximum Fee Percentage. If the Issuer determines to so increase or decrease the Management Fee, the Issuer shall give not less than one calendar month's notice to the Holders in accordance with Condition 13 (*Notices*) giving details thereof. Any such change will take effect from the first business day of the month specified in the such notice;

“**Margin**” means the percentage specified as such in the relevant Final Terms;

“**Maximum Fee Percentage**” means the percentage specified as such in the relevant Final Terms;

“**Reference Period**” means the period from (but excluding) the Initial Reference Date to (and including) the Final Reference Date;

“**Relevant Screen Page**” means (in the case of EONIA) Reuters page EONIA=, (in the case of SIOR) Reuters Page SIDE and (in the case of DKKOIS) Reuters page DKNA14 (or, in each case, if such page is replaced or such service ceases to be available, such other page or service displaying the appropriate rate as may be specified by the Calculation Agent);

“**SIOR**” means, with respect to a Reference Date (t) and an Interest Rate Period, the rate for Swedish Krona tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Stockholm time) on such Reference Date, except where such Reference Date is not a Stockholm Banking Day (any such day, a “**Non-Stockholm Banking Day**”) in which case, SIOR for such Non-Stockholm Banking Day will be SIOR determined for the Stockholm Banking Day immediately preceding such Stockholm Banking Day. If, with respect to a Stockholm Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the Calculation Agent will determine SIOR for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page; and

“**Stockholm Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Stockholm.

In the case of a Certificate Bull linked to a single Index (where such Index is not a “price return” index)

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (t) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}} ;$$

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the level of the Index at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Certificate Bull is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Bull is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent;

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price.

In the case of a Certificate Bull linked to a single Index (where such Index is a “price return” index)

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (*t*) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}}$$

provided that, the Accumulated Change in Value on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - [\text{Reference Price}_{t-1} - \text{Dividend}_t]) * \frac{AV_{t-1}}{[\text{Reference Price}_{t-1} - \text{Dividend}_t]}$$

“**Dividend_t**” means, in respect of a Component Security and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the level of the Index at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Certificate Bull is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Bull is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent;

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If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price.

In the case of a Certificate Bull linked to a single Underlying Equity

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (*t*) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}}$$

provided that, the Accumulated Change in Value on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - [\text{Reference Price}_{t-1} - \text{Dividend}_t]) * \frac{AV_{t-1}}{[\text{Reference Price}_{t-1} - \text{Dividend}_t]};$$

“**Dividend_t**” means, in respect of the Underlying Equity and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the price of the Underlying Equity quoted on the Exchange at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price.

In the case of a Certificate Bull linked to a single Futures Contract

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (t) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$\text{ACV} = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{\text{AV}_{t-1}}{\text{ReferencePrice}_{t-1}}$$

Investors should note that, for the purposes of the above, if the relevant Reference Date (t) is a Roll Date, Reference Price $_{t-1}$ for such Roll Date will be adjusted to account for the “roll” of the First Futures Contract into the Second Futures Contract, as set out in the definition of “Reference Price $_{t-1}$ ” below;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the price of the Futures Contract quoted on the Exchange at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Futures Contract is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent.

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price $_{t-1}$** ” means, in respect of a Reference Date (t), the Reference Price on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**Reference Price $_{t-1}$** ” means the Initial Reference Price, provided that, if Reference Date (t) is a Roll Date in respect of the Futures Contract, Reference Price $_{t-1}$ shall be determined by the Calculation Agent in accordance with the following formula:

$$\text{First Futures Price}_{t-1} + [\text{Second Futures Price}_{t-1} - \text{First Futures Price}_{t-1}]$$

Where:

“**First Futures Price $_{t-1}$** ” means, in respect of a Roll Date, the related Reference Date (t) and the First Futures Contract, Reference Price $_{t-1}$ of such First Futures Contract for such Reference Date (t), as determined by the Calculation Agent.

“**Second Futures Price $_{t-1}$** ” means, in respect of a Roll Date, the related Reference Date (t) and the Second Futures Contract, Reference Price $_{t-1}$ of such Second Futures Contract for such Reference Date (t), as determined by the Calculation Agent.

9. Certificates Bear

9.1 *Application:* This Payout Condition 9 (*Certificates Bear*) is applicable to the Securities only if “Certificates Bear” is specified as the type of Security in the relevant Final Terms.

9.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be the Accumulated Value on the Final Reference Date, as determined by the Calculation Agent.

9.3 *Early Termination Event:* An Early Termination Event shall occur if either:

- (a) on any Observation Date the percentage **increase** in the Observation Price at any time compared to Reference Price_{t-1} for the Reference Date corresponding to such Observation Date is greater than or equal to the Barrier Level; or
- (b) the Issuer gives notice (an “**Early Termination Notice**”) to Holders in accordance with Condition 13 (*Notices*) that the Securities will be terminated early on the Early Termination Date specified in such notice which shall fall not more than 15 Business Days after the Early Termination Notice is given or deemed given in accordance with Condition 13 (*Notices*).

On the occurrence of an Early Termination Event:

- (i) if an Early Termination Event specified in paragraph 9.3(a) above occurs, the Cash Settlement Amount shall be zero; or
- (ii) if an Early Termination Event specified in paragraph 9.3(b) above occurs, the Final Reference Date shall be deemed to be the Early Termination Date and the Cash Settlement Amount shall be determined in accordance with paragraph 9.2 above.

9.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 9 (*Certificates Bear*):

“**Accumulated Financing**” (“**AF**”) means, in respect of a Reference Date (*t*) and an Interest Rate Period, an amount determined by the Calculation Agent in accordance with whichever of the following formulae is specified as applicable in the relevant Final Terms:

- (i) if “AF option 1” is specified as the applicable AF formula in the relevant Final Terms:

$$AF = AV_{t-1} * (\text{InterestRate Base} - \text{Margin} - \text{ManagementFee}) * \text{Day Count}; \text{ or}$$

- (ii) if “AF option 2 is specified as the applicable AF formula in the relevant Final Terms,

$$AF = AV_{t-1} * (\text{IRB} - \text{Margin} - \text{MF}) * \text{Day Count} - \text{Multiplier} * \text{IRB} * AV_{t-1} * \text{Day Count};$$

“**Accumulated Value**” (“**AV**”) means:

- (i) where an Exchange Rate is not specified in the relevant Final Terms, in respect of a Reference Date (*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$AV_t = (AV_{t-1} + ACV + AF); \text{ or}$$

- (ii) where an Exchange Rate is specified in the relevant Final Terms, in respect of a Reference Date (t) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$AV_t = (AV_{t-1} + ACV + AF) * \frac{\text{ExchangeRate}_t}{\text{ExchangeRate}_{t-1}};$$

“**AV_{t-1}**” means, in respect of a Reference Date (t), the Accumulated Value on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**AV_{t-1}**” means the Initial Reference Price or, if so specified in the relevant Final Terms, the amount specified in the relevant Final Terms;

“**Barrier Level**” means the amount or percentage specified in the relevant Final Terms;

“**Copenhagen Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Copenhagen;

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360;

“**DKKOIS**” means, with respect to a Reference Date (t) and an Interest Rate Period, the rate for Danish Kroner tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Copenhagen time) on such Reference Date, except where such Reference Date is not a Copenhagen Banking Day (any such day, a “**Non-Copenhagen Banking Day**”) in which case, DKKOIS for such Non-Copenhagen Banking Day will be DKKOIS determined for the Copenhagen Banking Day immediately preceding such Copenhagen Banking Day. If, with respect to a Copenhagen Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the Calculation Agent will determine DKKOIS for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Early Termination Date**” means either (i) if an Early Termination Event specified in paragraph 9.3(a) above occurs, the date on which such Early Termination Event occurs or (ii) if an Early Termination Event specified in paragraph 9.3(b) above occurs, the date specified by the Issuer in the Early Termination Notice (which date shall be any date during the period from (and including) the day falling 15 Business Days after the date of the Early Termination Notice to (but excluding) the Scheduled Expiration Date);

“**EONIA**” means, with respect to a Reference Date (t) and an Interest Rate Period, the overnight rate for deposits in euro which appears on the Relevant Screen Page as of 7:00 p.m. (Central European time) on such Reference Date, except where such Reference Date is not a TARGET2 Settlement Day and a Helsinki Banking Day (any such day, a “**Non-EONIA Settlement Day**”) in which case, EONIA for such Non-EONIA Settlement Day will be EONIA determined for the immediately preceding day that was a TARGET2 Settlement Day and a Helsinki Banking Day. If, with respect to a Reference Date that is a TARGET2 Settlement Day and a Helsinki Banking Day, such rate does not appear on the Relevant Screen Page on such Reference Date, the Calculation Agent will determine EONIA for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Helsinki Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Helsinki;

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“**Interest Rate Base**” (“**IRB**”) means, as specified in the relevant Final Terms, EONIA, SIOR or DKKOIS;

“**Interest Rate Period**” means, in respect of a Reference Date (t), the period from (and including) the Reference Date immediately preceding such Reference Date (t) to (but excluding) such Reference Date (t) and, where $t = 1$, the immediately preceding Reference Date shall be the Initial Reference Date;

“**Management Fee**” (“**MF**”) means a fee expressed as a percentage charged by the Issuer for the costs of administration and/or hedging of the Securities, the initial amount of which is specified in the relevant Final Terms, provided that the Management Fee may be increased or decreased from time to time by the Issuer if the Issuer's costs of administration and/or hedging change and provided further that, the Management Fee shall never be greater than the relevant Maximum Fee Percentage. If the Issuer determines to so increase or decrease the Management Fee, the Issuer shall give not less than one calendar month's notice to the Holders in accordance with Condition 13 (*Notices*) giving details thereof. Any such change will take effect from the first business day of the month specified in the such notice;

“**Margin**” means a percentage specified in the Final Terms;

“**Maximum Fee Percentage**” means the percentage specified as such in the relevant Final Terms;

“**Reference Period**” means the period from (but excluding) the Initial Reference Date to (and including) the Final Reference Date;

“**Relevant Screen Page**” means (in the case of EONIA) Reuters page EONIA=, (in the case of SIOR) Reuters Page SIDE and (in the case of DKKOIS) Reuters page DKNA14 (or, in each case, if such page is replaced or such service ceases to be available, such other page or service displaying the appropriate rate as may be specified by the Calculation Agent);

“**SIOR**” means, with respect to a Reference Date (t) and an Interest Rate Period, the rate for Swedish Krona tomorrow next day deposits which appears on Reuters page SIDE (the “**Relevant Screen Page**”) as of 11:00 a.m. (Stockholm time) on such Reference Date, except where such Reference Date is not a Stockholm Banking Day (any such day, a “**Non-Stockholm Banking Day**”) in which case, SIOR for such Non-Stockholm Banking Day will be SIOR determined for the Stockholm Banking Day immediately preceding such Stockholm Banking Day. If, with respect to a Stockholm Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the Calculation Agent will determine SIOR for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page; and

“**Stockholm Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Stockholm.

In the case of a Certificate Bear linked to a single Index (where no such Index is a “price return” index)

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (t) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}} ;$$

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the level of the Index at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Certificate Bear is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Bear is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent;

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price.

In the case of a Certificate Bear linked to a single Index (where such Index is a “price return” index)

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (*t*) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}}$$

provided that, the Accumulated Change in Value on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - [\text{Reference Price}_{t-1} - \text{Dividend}_t]) * \frac{AV_{t-1}}{[\text{Reference Price}_{t-1} - \text{Dividend}_t]};$$

“**Dividend_t**” means, in respect of a Component Security and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the level of the Index at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Certificate Bear is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Certificate Bear is linked to a single Index which is a Designated Multi-Exchange Index),

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as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent.

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price.

In the case of a Certificate Bear linked to a single Underlying Equity

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (*t*) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - \text{Reference Price}_{t-1}) * \frac{AV_{t-1}}{\text{Reference Price}_{t-1}}$$

provided that, the Accumulated Change in Value on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{Reference Price}_t - [\text{Reference Price}_{t-1} - \text{Dividend}_t]) * \frac{AV_{t-1}}{[\text{Reference Price}_{t-1} - \text{Dividend}_t]};$$

“**Dividend_t**” means, in respect of the Underlying Equity and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the price of the Underlying Equity quoted on the Exchange at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price.

In the case of a Certificate Bear linked to a single Futures Contract

“**Accumulated Change in Value**” (“**ACV**”) means, in respect of a Reference Date (*t*) and subject as provided below, an amount determined by the Calculation Agent by reference to the following formula:

$$ACV = \text{Multiplier} * (\text{ReferencePrice}_t - \text{ReferencePrice}_{t-1}) * \frac{AV_{t-1}}{\text{ReferencePrice}_{t-1}}$$

Investors should note that, for the purposes of the above, if the relevant Reference Date (*t*) is a Roll Date, Reference Price_{t-1} for such Roll Date will be adjusted to account for the “roll” of the First Futures Contract into the Second Futures Contract, as set out in the definition of “Reference Price_{t-1}” below;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date;

“**Observation Price**” means, in relation to any time on an Observation Date, the price of the Futures Contract quoted on the Exchange at such time (the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Futures Contract is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, all as determined by the Calculation Agent.

If, in relation to any Observation Date, one or more event(s) giving rise to a Disrupted Day occur during the entire continuous trading hours of such Observation Date, the Observation Price for such entire Observation Date shall be as determined by the Calculation Agent, having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner; and

“**Reference Price_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**Reference Price_{t-1}**” means the Initial Reference Price, provided that, if Reference Date (*t*) is a Roll Date in respect of the Futures Contract, Reference Price_{t-1} shall be determined by the Calculation Agent in accordance with the following formula:

$$\text{First Futures Price}_{t-1} + [\text{Second Futures Price}_{t-1} - \text{First Futures Price}_{t-1}]$$

Where:

“**First Futures Price_{t-1}**” means, in respect of a Roll Date, the related Reference Date (*t*) and the First Futures Contract, Reference Price_{t-1} of such First Futures Contract for such Reference Date (*t*), as determined by the Calculation Agent.

“**Second Futures Price_{t-1}**” means, in respect of a Roll Date, the related Reference Date (*t*) and the Second Futures Contract, Reference Price_{t-1} of such Second Futures Contract for such Reference Date (*t*), as determined by the Calculation Agent.

10. Mini-Future Certificates Long

10.1 *Application:* This Payout Condition 10 (*Mini-Future Certificates Long*) is applicable to the Securities only if “Mini-Future Certificates Long” is specified as the type of Security in the relevant Final Terms.

10.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **higher than** the Financing Level on the Final Reference Date:
 (Final Price – Financing Level on the Final Reference Date) x Multiplier x (if applicable) Exchange Rate

(d) Otherwise, zero.

10.3 *Early Termination Event:* An Early Termination Event shall occur if either:

(a) the Observation Price at any time during the Observation Period is **lower than or equal to** the Barrier Level; or

(b) the Issuer gives notice (an “**Early Termination Notice**”) to Holders in accordance with Condition 13 (*Notices*) that the Securities will be terminated early on the Early Termination Date specified in such notice which shall fall not more than 15 Business Days after the Early Termination Notice is given or deemed given in accordance with Condition 13 (*Notices*).

10.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 10 (*Mini-Future Certificates Long*):

“**Accumulated Financing**” (“**AF**”) means, in respect of a Reference Date(*t*) and an Interest Rate Period, an amount determined by the Calculation Agent in accordance with the following formula:

$$AF = FL_{t-1} * (Interest Rate Base + Margin) * Day Count;$$

“**Barrier Level**” means the Barrier Percentage multiplied by the Initial Financing Level, as adjusted on the first Business Day of each month by multiplying the Barrier Percentage by the Financing Level of the immediately preceding Reference Date;

“**Barrier Percentage**” means the percentage specified in the relevant Final Terms;

“**Copenhagen Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Copenhagen;

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360;

“**DKKOIS**” means, with respect to a Reference Date (*t*) and an Interest Rate Period, the rate for Danish Kroner tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Copenhagen time) on such Reference Date, except where such Reference Date is not a Copenhagen Banking Day (any such day, a “**Non-Copenhagen Banking Day**”) in which case, DKKOIS for such Non-Copenhagen Banking Day will be DKKOIS determined for the Copenhagen

Banking Day immediately preceding such Copenhagen Banking Day. If, with respect to a Copenhagen Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the Calculation Agent will determine DKKOIS for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Early Termination Date**” means either (i) if an Early Termination Event specified in paragraph 10.3(a) above occurs, the date on which such Early Termination Event occurs or (ii) if an Early Termination Event specified in paragraph 10.3(b) above occurs, the date specified by the Issuer in the Early Termination Notice (which date shall be any date during the period from (and including) the day falling 15 Business Days after the date of the Early Termination Notice to (but excluding) the Scheduled Expiration Date);

“**EONIA**” means, with respect to a Reference Date (t) and an Interest Rate Period, the overnight rate for deposits in euro which appears on the Relevant Screen Page as of 7:00 p.m. (Central European time) on such Reference Date, except where such Reference Date is not a TARGET2 Settlement Day and a Helsinki Banking Day (any such day, a “**Non-EONIA Settlement Day**”) in which case, EONIA for such Non-EONIA Settlement Day will be EONIA determined for the immediately preceding day that was a TARGET2 Settlement Day and a Helsinki Banking Day. If, with respect to a Reference Date that is a TARGET2 Settlement Day and a Helsinki Banking Day, such rate does not appear on the Relevant Screen Page on such Reference Date, the Calculation Agent will determine EONIA for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Helsinki Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Helsinki;

“**Initial Financing Level**” means the Initial Reference Price specified in the relevant Final Terms or, if so specified in the relevant Final Terms, the amount specified in the relevant Final Terms;

“**Interest Rate Base**” means, as specified in the relevant Final Terms, EONIA, SIOR or DKKOIS;

“**Interest Rate Period**” means, in respect of a Reference Date (t), the period from (and including) the Reference Date immediately preceding such Reference Date (t) to (but excluding) such Reference Date (t) and, where $t = 1$, the immediately preceding Reference Date shall be the Initial Reference Date;

“**Margin**” means the percentage specified as such in the relevant Final Terms;

“**Reference Period**” means the period from (but excluding) the Initial Reference Date to (and including) the Final Reference Date;

“**Relevant Screen Page**” means (in the case of EONIA) Reuters page EONIA=, (in the case of SIOR) Reuters Page SIDE and (in the case of DKKOIS) Reuters page DKNA14 (or, in each case, if such page is replaced or such service ceases to be available, such other page or service displaying the appropriate rate as may be specified by the Calculation Agent);

“**SIOR**” means, with respect to a Reference Date (t) and an Interest Rate Period, the rate for Swedish Krona tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Stockholm time) on such Reference Date, except where such Reference Date is not a Stockholm Banking Day (any such day, a “**Non-Stockholm Banking Day**”) in which case, SIOR for such Non-Stockholm Banking Day will be SIOR determined for the Stockholm Banking Day immediately preceding such Stockholm Banking Day. If, with respect to a Stockholm Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the

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Calculation Agent will determine SIOR for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page; and

“**Stockholm Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Stockholm.

Where a Mini-Future Certificate Long is linked to a single Index (where such Index is not a “price return” index):

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(b), an amount determined in accordance with paragraph 10.2 above where the Final Reference Date shall be deemed to be the Early Termination Date; and

- (c) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“**Financing Level**” (“**FL**”) means, in respect of a Reference Date(t) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF);$$

“**FL_{t-1}**” means, in respect of a Reference Date (t), the Reference Price on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**FL_{t-1}**” means the Initial Financing Level;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Mini-Future Certificate Long is linked to a single Index (where such Index is a “price return” index):

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period

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shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Dividend_t**” means, in respect of a Component Security and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(b), an amount determined in accordance with paragraph 10.2 above where the final Reference Date shall be deemed to be the Early Termination Date; and
- (b) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“**Financing Level**” (“**FL**”) means, in respect of a Reference Date(*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF)$$

provided that, the Financing Level on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + [AF - \text{Dividend}_t]);$$

“**FL_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**FL_{t-1}**” means the Initial Financing Level;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of

the Index is published) on the Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Mini-Future Certificate Long is linked to a single Futures Contract:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest price of the Futures Contract quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** price of the Futures Contract as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(b), an amount determined in accordance with paragraph 10.2

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above where the Final Reference Date shall be deemed to be the Early Termination Date; and

- (b) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“Financing Level” (“**FL**”) means, in respect of a Reference Date(*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF);$$

“FL_{t-1}” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, **“FL_{t-1}”** means the Initial Financing Level, provided that, if Reference Date (*t*) is a Roll Date in respect of the Futures Contract, FL_{t-1} shall be determined by the Calculation Agent in accordance with the following formula:

$$\text{First Futures Price}_{t-1} + [\text{Second Futures Price}_{t-1} - \text{First Futures Price}_{t-1}]$$

Where:

“First Futures Price_{t-1}” means, in respect of a Roll Date, the related Reference Date (*t*) and the First Futures Contract, FL_{t-1} of such First Futures Contract for such Reference Date (*t*), as determined by the Calculation Agent; and

“Second Futures Price_{t-1}” means, in respect of a Roll Date, the related Reference Date (*t*) and the Second Futures Contract, FL_{t-1} of such Second Futures Contract for such Reference Date (*t*), as determined by the Calculation Agent;

“Observation Period” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“Observation Price” means, in relation to an Observation Date and an Observation Period, the price of the Futures Contract quoted on the Exchange at any time (any such time, the **“Observation Time”**) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Futures Contract is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Mini-Future Certificate Long is linked to a single Underlying Equity:

“Determination Period” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the **“Early Termination Event Time”**) which aggregate period, for the avoidance of

doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the lowest price of the Underlying Equity during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Dividend_t**” means, in respect of an Underlying Equity and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **lowest** price of the Underlying Equity as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(b), an amount determined in accordance with paragraph 10.2 above where the Final Reference Date shall be deemed to be the Early Termination Date; and
- (b) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“**Financing Level**” (“**FL**”) means, in respect of a Reference Date(*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF).$$

provided that, the Financing Level on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + [AF - Dividend_t]);$$

“**FL_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**FL_{t-1}**” means the Initial Financing Level;

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“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Underlying Equity as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

11. Mini-Future Certificates Short

11.1 *Application:* This Payout Condition 11 (*Mini-Future Certificates Short*) is applicable to the Securities only if “Mini-Future Certificates Short” is specified as the type of Security in the relevant Final Terms.

11.2 *Cash Settlement Amount:* The Cash Settlement Amount for the purposes of General Condition 5 (*Exercise, Early Termination and Settlement*) shall be determined by the Calculation Agent by reference to the following formula:

(a) Where the Final Price is **lower than** the Financing Level on the Final Reference Date:

(Financing Level on the Final Reference Date – Final Price) x Multiplier x (if applicable) Exchange Rate

(e) Otherwise, zero.

11.3 *Early Termination Event:* An Early Termination Event shall occur if either:

(a) the Observation Price at any time during the Observation Period is **higher than or equal to** the Barrier Level; or

(b) the Issuer gives notice (an “**Early Termination Notice**”) to Holders in accordance with Condition 13 (*Notices*) that the Securities will be terminated early on the Early Termination Date specified in such notice which shall fall not more than 15 Business Days after the Early Termination Notice is given or deemed given in accordance with Condition 13 (*Notices*).

11.4 *General definitions:* The following expressions have the following meanings for the purposes of this Payout Condition 11 (*Mini-Future Certificates Short*):

“**Accumulated Financing**” (“**AF**”) means, in respect of a Reference Date(*t*) and an Interest Rate Period, an amount determined by the Calculation Agent in accordance with the following formula:

$$AF = FL_{t-1} * (\text{Interest Rate Base} - \text{Margin}) * \text{Day Count};$$

“**Barrier Level**” means the Barrier Percentage multiplied by the Initial Financing Level, as adjusted on the first Business Day of each month by multiplying the Barrier Percentage by the Financing Level of the immediately preceding Reference Date;

“**Barrier Percentage**” means the percentage specified in the relevant Final Terms;

“**Copenhagen Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Copenhagen;

“**Day Count**” means, in respect of an Interest Rate Period, the number of days in such Interest Rate Period divided by 360;

“**DKKOIS**” means, with respect to a Reference Date (*t*) and an Interest Rate Period, the rate for Danish Kroner tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Copenhagen time) on such Reference Date, except where such Reference Date is not a Copenhagen Banking Day (any such day, a “**Non-Copenhagen Banking Day**”) in which case, DKKOIS for such Non-Copenhagen Banking Day will be DKKOIS determined for the Copenhagen Banking Day immediately preceding such Copenhagen Banking Day. If, with respect to a

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Copenhagen Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the Calculation Agent will determine DKKOIS for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Early Termination Date**” means either (i) if an Early Termination Event specified in paragraph 11.3(a) above occurs, the date on which such Early Termination Event occurs or (ii) if an Early Termination Event specified in paragraph 11.3(b) above occurs, the date specified by the Issuer in the Early Termination Notice (which date shall be any date during the period from (and including) the day falling 15 Business Days after the date of the Early Termination Notice to (but excluding) the Scheduled Expiration Date);

“**EONIA**” means, with respect to a Reference Date (t) and an Interest Rate Period, the overnight rate for deposits in euro which appears on the Relevant Screen Page as of 7:00 p.m. (Central European time) on such Reference Date, except where such Reference Date is not a TARGET2 Settlement Day and a Helsinki Banking Day (any such day, a “**Non-EONIA Settlement Day**”) in which case, EONIA for such Non-EONIA Settlement Day will be EONIA determined for the immediately preceding day that was a TARGET2 Settlement Day and a Helsinki Banking Day. If, with respect to a Reference Date that is a TARGET2 Settlement Day and a Helsinki Banking Day, such rate does not appear on the Relevant Screen Page on such Reference Date, the Calculation Agent will determine EONIA for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page;

“**Helsinki Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Helsinki;

“**Initial Financing Level**” means the Initial Reference Price specified in the relevant Final Terms or, if so specified in the relevant Final Terms, the amount specified in the relevant Final Terms;

“**Interest Rate Base**” means, as specified in the relevant Final Terms, EONIA, SIOR or DKKOIS;

“**Interest Rate Period**” means, in respect of a Reference Date (t), the period from (and including) the Reference Date immediately preceding such Reference Date (t) to (but excluding) such Reference Date (t) and, where $t = 1$, the immediately preceding Reference Date shall be the Initial Reference Date;

“**Margin**” means the percentage specified as such in the relevant Final Terms;

“**Reference Period**” means the period from (but excluding) the Initial Reference Date to (and including) the Final Reference Date;

“**Relevant Screen Page**” means (in the case of EONIA) Reuters page EONIA=, (in the case of SIOR) Reuters Page SIDE and (in the case of DKKOIS) Reuters page DKNA14 (or, in each case, if such page is replaced or such service ceases to be available, such other page or service displaying the appropriate rate as may be specified by the Calculation Agent);

“**SIOR**” means, with respect to a Reference Date (t) and an Interest Rate Period, the rate for Swedish Krona tomorrow next day deposits which appears on the Relevant Screen Page as of 11:00 a.m. (Stockholm time) on such Reference Date, except where such Reference Date is not a Stockholm Banking Day (any such day, a “**Non-Stockholm Banking Day**”) in which case, SIOR for such Non-Stockholm Banking Day will be SIOR determined for the Stockholm Banking Day immediately preceding such Stockholm Banking Day. If, with respect to a Stockholm Banking Day, such rate does not appear on the Relevant Screen Page on the relevant Reference Date, the

Calculation Agent will determine SIOR for such Reference Date by reference to the last available rate which appeared on the Relevant Screen Page; and

“**Stockholm Banking Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Stockholm.

Where a Mini-Future Certificate Short is linked to a single Index (where such Index is not a “price return” index):

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Mini-Future Certificate Long is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Long is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Mini-Future Certificate Short is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Short is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 11.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 11.3(b), an amount determined in accordance with paragraph 11.2 above where the Final Reference Date shall be deemed to be the Early Termination Date; and

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- (c) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“**Financing Level**” (“**FL**”) means, in respect of a Reference Date(t) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF);$$

“**FL_{t-1}**” means, in respect of a Reference Date (t), the Reference Price on the Reference Date immediately preceding such Reference Date (t) and, where $t = 1$, “**FL_{t-1}**” means the Initial Financing Level;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Index is published) on the Exchange (where the Mini-Future Certificate Short is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Short is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Mini-Future Certificate Short is linked to a single Index (where such Index is a “price return” index):

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (where the Mini-Future Certificate Short is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Short is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange (where the Mini-Future Certificate Short is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Short is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period

shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest level of the Index during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Dividend_t**” means, in respect of a Component Security and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 11.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** level of the Index as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 11.3(b), an amount determined in accordance with paragraph 11.2 above where the final Reference Date shall be deemed to be the Early Termination Date; and
- (b) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“**Financing Level**” (“**FL**”) means, in respect of a Reference Date(*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF)$$

provided that, the Financing Level on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + [AF - Dividend_t]);$$

“**FL_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**FL_{t-1}**” means the Initial Financing Level;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the level of the Index as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of

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the Index is published) on the Exchange (where the Mini-Future Certificate Short is linked to a single Index other than a Designated Multi-Exchange Index) or the Related Exchange (where the Mini-Future Certificate Short is linked to a single Index which is a Designated Multi-Exchange Index), as applicable, on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported level of the Index prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Mini-Future Certificate Short is linked to a single Futures Contract:

“**Determination Period**” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening price and the official closing price) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the “**Early Termination Event Time**”) which aggregate period, for the avoidance of doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest price of the Futures Contract quoted on the Exchange during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** price of the Futures Contract as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 10.3(b), an amount determined in accordance with paragraph 10.2

above where the Final Reference Date shall be deemed to be the Early Termination Date; and

- (b) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“Financing Level” (“FL”) means, in respect of a Reference Date(*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF);$$

“FL_{t-1}” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, **“FL_{t-1}”** means the Initial Financing Level, provided that, if Reference Date (*t*) is a Roll Date in respect of the Futures Contract, FL_{t-1} shall be determined by the Calculation Agent in accordance with the following formula:

$$\text{First Futures Price}_{t-1} + [\text{Second Futures Price}_{t-1} - \text{First Futures Price}_{t-1}]$$

Where:

“First Futures Price_{t-1}” means, in respect of a Roll Date, the related Reference Date (*t*) and the First Futures Contract, FL_{t-1} of such First Futures Contract for such Reference Date (*t*), as determined by the Calculation Agent; and

“Second Futures Price_{t-1}” means, in respect of a Roll Date, the related Reference Date (*t*) and the Second Futures Contract, FL_{t-1} of such Second Futures Contract for such Reference Date (*t*), as determined by the Calculation Agent;

“Observation Period” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“Observation Price” means, in relation to an Observation Date and an Observation Period, the price of the Futures Contract quoted on the Exchange at any time (any such time, the **“Observation Time”**) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Futures Contract is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring, as determined by the Calculation Agent.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Futures Contract prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

Where a Mini-Future Certificate Short is linked to a single Underlying Equity:

“Determination Period” means, in respect of an Early Termination Event, the aggregate period of three regular trading hours on the Exchange (which, for the avoidance of doubt, includes the official opening level and the official closing level) in which no event giving rise to a Disrupted Day has occurred or is occurring, from (and including) the time at which such Early Termination Event has occurred (the **“Early Termination Event Time”**) which aggregate period, for the avoidance of

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doubt, may accrue at different times and on one or more immediately succeeding Scheduled Trading Days, subject as provided below. Any Scheduled Trading Day on which the Determination Period falls (or would fall, but for the occurrence of event(s) giving rise to a Disrupted Day) shall be a “**Determination Date**”.

If such period has not ended on or prior to the Scheduled Closing Time on such Exchange on the fifth Scheduled Trading Day immediately following the Early Termination Date (the “**Cut-off Time**”), the Determination Period shall be deemed to end at the Cut-off Time and the Final Price for determining the Early Termination Cash Settlement Amount shall be either (i) the highest price of the Underlying Equity during the Determination Period, adjusted in such manner (if any) as the Calculation Agent determines appropriate to take account of the occurrence of the event(s) giving rise to a Disrupted Day during the period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time or (ii) if event(s) giving rise to a Disrupted Day occur during the entire period from (but excluding) the Early Termination Event Time to (and including) the Cut-off Time, the Final Price shall be what the Calculation Agent determines would have been the Final Price taking into account the occurrence of the event(s) giving rise to a Disrupted Day during such time having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner;

“**Dividend_t**” means, in respect of an Underlying Equity and a Reference Date (*t*), a Dividend, the Ex-Dividend Date in respect of which falls on such Reference Date (*t*);

“**Final Price**” means:

- (a) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 11.3(a) and subject as provided in the definition of “Determination Period”, an amount equal to the **highest** price of the Underlying Equity as determined by the Calculation Agent at any time (any such time, the “**Determination Time**”) during the Determination Period;
- (b) for the purposes of determining the Early Termination Cash Settlement Amount in the case specified in paragraph 11.3(b), an amount determined in accordance with paragraph 11.2 above where the Final Reference Date shall be deemed to be the Early Termination Date; and
- (b) for the purposes of determining the Final Cash Settlement Amount, an amount equal to the Reference Price in relation to the Final Reference Date;

“**Financing Level**” (“**FL**”) means, in respect of a Reference Date(*t*) during the Reference Period, an amount in the Settlement Currency determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + AF).$$

provided that, the Financing Level on any Reference Date (*t*) which is an Ex-Dividend Date will instead be determined by the Calculation Agent by reference to the following formula:

$$FL_t = (FL_{t-1} + [AF - \text{Dividend}_t]),$$

“**FL_{t-1}**” means, in respect of a Reference Date (*t*), the Reference Price on the Reference Date immediately preceding such Reference Date (*t*) and, where *t* = 1, “**FL_{t-1}**” means the Initial Financing Level;

“**Observation Period**” means the period from (and including) the Issue Date to (and including) the Expiration Date; and

“**Observation Price**” means, in relation to an Observation Date and an Observation Period, the price of the Underlying Equity as determined by the Calculation Agent at any time (any such time, the “**Observation Time**”) during continuous trading hours (which for the avoidance of doubt excludes the official opening price and the time at which the closing auction takes place and the official closing price of the Underlying Equity is published) on the Exchange on such Observation Date during which no event giving rise to a Disrupted Day has occurred or is occurring.

If one or more event(s) giving rise to a Disrupted Day have occurred and/or occur during the entire Observation Period, the Observation Price for the entire Observation Period shall be as determined by the Calculation Agent in its discretion, having regard to the then prevailing market conditions, the last reported price of the Underlying Equity prior to the occurrence of the event(s) giving rise to a Disrupted Day and such other factors as the Calculation Agent considers relevant. In making any such determination for the purposes of this definition, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

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Pro Forma Final Terms for an issue by Danske Bank A/S under the Warrant and Certificate Programme.

The Final Terms in respect of Tranches of one or more Series of Securities will be substantially in the following form, duly amended (if necessary) and completed to reflect the particular terms of the relevant Series of Securities and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

THE SECURITIES AND ANY GUARANTEE THEREOF HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR ANY STATE SECURITIES LAWS AND TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE COMMODITY FUTURES TRADING COMMISSION UNDER THE UNITED STATES COMMODITY EXCHANGE ACT, AS AMENDED. THE SECURITIES, OR INTERESTS THEREIN, MAY NOT AT ANY TIME BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, EXERCISED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON OR TO OTHERS FOR OFFER, SALE, RESALE, TRADE, PLEDGE, EXERCISE, TRANSFER OR DELIVERY, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON. ANY OFFER, SALE, RESALE, TRADE, PLEDGE, EXERCISE, TRANSFER OR DELIVERY MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON WILL NOT BE RECOGNISED. AS USED HEREIN, “**UNITED STATES**” MEANS THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION; AND “**U.S. PERSON**” HAS THE MEANING GIVEN IN REGULATION S UNDER THE SECURITIES ACT.

AN INVESTMENT IN SECURITIES MAY ENTAIL SIGNIFICANT RISKS NOT ASSOCIATED WITH INVESTMENTS IN A CONVENTIONAL SECURITY SUCH AS A DEBT OR EQUITY SECURITY, INCLUDING BUT NOT LIMITED TO THE RISKS SET OUT IN “RISK FACTORS” IN THE BASE PROSPECTUS (AS DEFINED BELOW). THE CASH SETTLEMENT AMOUNT IN RESPECT OF A SECURITY MAY BE LESS THAN THE PURCHASE PRICE OF SUCH SECURITY AND MAY, IN CERTAIN CIRCUMSTANCES BE ZERO.

THE BASE PROSPECTUS CONTAINS A GENERAL DESCRIPTION OF TAX CONSIDERATIONS RELEVANT TO INVESTORS IN THE SECURITIES AS AT THE DATE OF THE BASE PROSPECTUS. HOWEVER, THIS DESCRIPTION SHOULD NOT BE REGARDED AS A COMPLETE TAX ANALYSIS OF ALL TAX ISSUES AND PROSPECTIVE INVESTORS SHOULD CONSULT THEIR PROFESSIONAL TAX ADVISERS IF THEY ARE IN ANY DOUBT ABOUT THEIR OWN TAX POSITION. INVESTORS SHOULD ALSO NOTE THE SECTION ENTITLED “RISKS RELATED TO SECURITIES GENERALLY – TAXATION AND EXPENSES” IN THE BASE PROSPECTUS.

Final Terms dated [●]

Series No. [●]

Tranche No. [●]

DANSKE BANK A/S

Warrant and Certificate Programme

Issue of
[Title of each Series of Securities]

This Final Terms relates to each Series of Securities set out in Schedule 1 attached hereto. References herein to “Securities” shall be deemed to be references to the relevant Series of Securities the subject of this Final Terms.

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

in those Public Offer Jurisdictions mentioned in Paragraph [8] of Part B below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or

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

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

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

[As specified herein and in the Base Prospectus, Danske Bank will act as market maker for the Securities and will offer the Securities in the secondary market. Other offers of the Securities will be made only in circumstances in which no obligation arises for the Issuer or the relevant Dealer to publish a further prospectus or supplement the Base Prospectus, in each case, in relation to such offer or where registration of the Securities or other measures are required in any jurisdiction where the Securities are offered. Neither the Base Prospectus nor this Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised by the Issuer or to any person to whom it is unlawful to make such an offer or solicitation.] *[N.B. Consider including this legend where the Securities are listed and Danske Bank Acts as secondary market maker.]*

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in the Base Prospectus dated 2 July 2014 [and the Base Prospectus Supplement No. [●] dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of this Final Terms and the Base Prospectus. A summary of the Securities

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(which comprises the summary in the Base Prospectus as amended to reflect the provisions of this Final Terms) is scheduled to this Final Terms. The Base Prospectus is available for viewing at and copies may be obtained from the registered office of the Issuer and the Base Prospectus is also available at www.danskebank.fi. This Final Terms is available at [Include in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Helsinki Oy: www.danskebank.fi] [Include in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Copenhagen A/S and/or the NASDAQ OMX Stockholm AB and/or the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)): www.danskebank.dk and www.danskebank.com] [Include in relation to a Series of Securities admitted to trading and listed on the Nordic Growth Market NGM AB(NDX Sweden or NDX Finland (as applicable)): [●]].

[The following alternative language applies if the first Tranche of an issue of Notes which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in the Base Prospectus dated 5 July 2013 which are incorporated by reference in the Base Prospectus dated 2 July 2014[, as supplemented by the Base Prospectus Supplement No. [●] dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of this Final Terms and the Base Prospectus, including the Conditions which are incorporated by reference in the Base Prospectus. A Summary of the Securities (which comprises the Summary in the Base Prospectus, as amended to reflect the provisions of this Final Terms) is scheduled to this Final Terms. The Base Prospectus is available for viewing at and copies may be obtained from the registered office of the Issuer and the Base Prospectus is also available at www.danskebank.fi. This Final Terms is available at [Include in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Helsinki Oy: www.danskebank.fi] [Include in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Copenhagen A/S and/or the NASDAQ OMX Stockholm AB and/or the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)): www.danskebank.dk and www.danskebank.com].

[Include whichever of the following apply or delete the relevant section or sub-section. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

TYPE OF SECURITIES AND ISSUE

- | | | |
|----|--|---|
| 1. | Issuer: | Danske Bank A/S |
| 2. | (i) Series Number: | [[●]/See Schedule 1 attached hereto] |
| | (ii) [Tranche Number: | [[●]/See Schedule 1 attached hereto] |
| | (iii) [Date on which the Securities will be consolidated and form a single Series: | [Not Applicable]/[The Securities will be consolidated and form a single series with [identify earlier Tranche(s)] on the Issue Date.] |

3. Type of Security: [The Securities are [Warrants/Certificates] which are:
 [Call Warrants]
 [Put Warrant]
 [Turbo Call Warrants]
 [Turbo Put Warrants]
 [Certificates Up]
 [Certificates Down]
 [Covered Call Certificates]
 [Certificates Bull]
 [Certificates Bear]
 [Mini-Future Certificates Long]
 [Mini-Future Certificates Short]
 [The type of Security specified in Schedule 1 attached hereto]
4. Terms of Securities: [The Securities are [Index-Linked Securities]
 [Futures-Linked Securities] [Equity-Linked Securities] [combination] /See Schedule 1 attached hereto]
(N.B. Turbo Call Warrants and Turbo Put Warrants may not be Futures-Linked Securities)
5. Number of Securities: [[●]/See Schedule 1 attached hereto]
6. Issue Price: [The issue price per Security is [●]] [Not Applicable – the Securities will be issued on the Issue Date but will not be subscribed by any investor. The Securities will be traded on [the NASDAQ OMX Copenhagen A/S/the NASDAQ OMX Helsinki Oy/the NASDAQ OMX Stockholm AB/the Nordic Growth Market NGM AB [NDX Sweden][NDX Finland]] in the secondary market]
7. Issue Date: [●]
8. [Trade Date: [●]
(Include if the Securities are Futures-Linked Securities, Equity-Linked Securities or if "Increased Cost of Hedging" is specified as applicable below and hedging transactions are entered into earlier than the date of the Final Terms)]

EXERCISE AND SETTLEMENT

9. Open Ended Security: [Applicable/Not Applicable]
10. Scheduled Expiration Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]

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11. [Scheduled Cash Settlement Date: [See Schedule 1 attached hereto]/
- [(i) Following the determination of the occurrence of an Early Termination Event, the Cash Settlement Date shall be [●] Business Days following such determination; or] (*Include if different to the Conditions and Early Termination is specified as "Applicable" below*)
- [[(ii) otherwise,] [●] or, if such day is not a Business Day, the immediately [preceding/succeeding] Business Day] (*Include if different to the Conditions*)]
12. Settlement Currency: [●]
13. Applicable Business Centre(s): [●]

TERMS OF THE SECURITIES

14. **Index-Linked Security Provisions** [Applicable]
- (i) Whether the Securities relate to a basket of indices or a single index, the identity of the relevant Index/Indices and details of the relevant index sponsors, whether such Index/Indices are a Designated Multi-Exchange Index and whether the relevant Index/Indices are price or total return indices (if applicable): [Basket of Indices/Single Index]
- [See Schedule 1 attached hereto] [*give or annex details of Index/Indices and Index Sponsor(s)*]
- [Each Index for which "Yes" is specified under the heading "Designated Multi-Exchange Index" in Schedule 1 attached hereto shall be a Designated Multi-Exchange Index][The Index is a Designated Multi-Exchange Index.]
- (*N.B. Designated Multi-Exchange Index only applies in relation to the Euro Stoxx Index unless otherwise specifically agreed*)
- [Each Index is a "price return" or a "total return" index as specified under the heading "Price/Total Return Index" in Schedule 1 attached hereto] [The Index is a "[price/total] return" index]
- (ii) [Calculation Agent responsible for calculating the Cash Settlement Amount and for making calculations pursuant to Condition 9.1] [*give name and address*] (*Include if not Danske Bank A/S*)
- (iii) Index Currency: [[●]/See Schedule 1 attached hereto]
- (iv) Exchange(s): [[●]/See Schedule 1 attached hereto]
- (v) Related Exchange(s): [[●]/See Schedule 1 attached hereto] (*Include if*

different to the Conditions)

- (vi) Minimum Cash Settlement Amount: [●]
- (vii) [Initial Valuation Date: [[●]/See Schedule 1 attached hereto]]

(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (viii) [Initial Averaging Dates: [[●]/See Schedule 1 attached hereto]]

Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement]]

(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (ix) [Initial Reference Date: [[●]/See Schedule 1 attached hereto]]

(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (x) [Final Valuation Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]

(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xi) [Final Averaging Dates: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]

Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement]]

(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xii) [Final Reference Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]

(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xiii) [Valuation Time: [Specify if different to the Conditions]]
- (xiv) [Strike Price/Initial Reference Price]: [[●]/See Schedule 1 attached hereto] *(Include if different to the Conditions)*
- (xv) [Initial Financing Level: [Initial Reference Price / [●]] / See Schedule 1 attached hereto]]

- (xvi) [Exchange Rate: [Applicable - [Give details/See Schedule 1 attached hereto]]]
- (N.B. Applicable for Mini-Future Certificates Long and Mini-Future Certificates Short)*
- (xvii) Multiplier: [[+] (Include for Certificates Bull)] [[-] (Include for Certificates Bear)] [One/give details/See Schedule 1 attached hereto]
- (N.B. If a level, price or value of any Reference Item is not an amount in the Settlement Currency, an Exchange Rate will need to be specified)*
- (xviii) [Applicable AF formula: [AF option [1/2] / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xix) AV_{t-1} where $t = 1$: [[Initial Reference Price / [●]] / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xx) [Interest Rate Base: [EONIA/SIOR/DKKOIS] / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)*
- (xxi) [Margin: [[●] per cent. / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)*
- (xxii) [Management Fee: [Subject as provided in the relevant Payout Schedule, [●] per cent. / See Schedule 1 attached hereto]]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xxiii) [Maximum Management Fee: [[●] per cent. / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xxiv) [Cap Level: [[●] / [●] per cent. of the Strike Price / See Schedule 1 attached hereto]]
- (N.B. Applicable for Covered Call Certificates)*

- (xxv) [Weighting for each Index comprising the basket: *[Give details/See Schedule 1 attached hereto]*
(NB: only applicable in relation to Securities linked to a Basket of Indices)]
- (xxvi) [Correction of Index Levels: *[Correction of Index Levels does not apply and the Reference Price shall be calculated without regard to any subsequently published correction]*
 [Correction Cut-Off Date: *[In relation to any Initial Averaging Date, [●] Business Days after the relevant Averaging Date]*
[In relation to any Final Averaging Dates, [●] Business Days prior to the Cash Settlement Date]
[In relation to the Initial Valuation Date, [●] Business Days after the Initial Valuation Date] *[In relation to the Final Valuation Date, [●] Business Days prior to the Cash Settlement Date]* *[In relation to any Reference Date, [●]]] (Include if different to the Conditions)]*
15. **Futures-Linked Security Provisions** *[Applicable]*
- (i) Whether the Securities relate to a basket of futures contracts or a single futures contract: *[Basket of Futures Contracts/Single Futures Contract]*
[See Schedule 1 attached hereto] [give or annex details of Futures Contract/ Futures Contracts]
(N.B. Turbo Call Warrants and Turbo Put Warrants may not be Futures-Linked Securities)
(N.B. For Call Warrants, Put Warrants, Certificates Up, Certificates Down and Covered Call Certificates, an expiry date must be specified for each Futures Contract)
- (ii) Rolling: *[Applicable/Not Applicable]*
(N.B. applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (iii) Futures Expiry Date: *[Applicable/Not Applicable]*
(N.B. applicable for Put Warrants, Call Warrants, Certificates Up, Certificates Down and Covered Call Certificates)
- (iv) Calculation Agent responsible for calculating the Cash Settlement Amount and for making calculations pursuant to Condition 9.2: *[give name and address] (Include if not Danske Bank A/S)*
- (v) Related Asset: *[[●]/See Schedule 1 attached hereto]*

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- (vi) Exchange(s): [[●]/See Schedule 1 attached hereto]
- (vii) Minimum Cash Settlement Amount: [●]
- (viii) [Initial Valuation Date: [[●]/See Schedule 1 attached hereto]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (ix) [Initial Averaging Dates: [[●]/See Schedule 1 attached hereto]]
 Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (x) [Initial Reference Date: [[●]/See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xi) [Final Valuation Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xii) [Final Averaging Dates: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]
 Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xiii) [Final Reference Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]
(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xiv) [Valuation Time: [Specify if different to the Conditions]]
- (xv) [Strike Price/Initial Reference Price]: [[●]/See Schedule 1 attached hereto] *(Include if different to the Conditions)*
- (xvi) [Initial Financing Level: [Initial Reference Price / [●]] / See Schedule 1 attached hereto]]

- (xvii) [Exchange Rate: [Applicable - [Give details/See Schedule 1 attached hereto]]]
- (N.B. Applicable for Mini-Future Certificates Long and Mini-Future Certificates Short)*
- (xviii) Multiplier: [[+] (Include for Certificates Bull)] [[-](Include for Certificates Bear)] [One/give details/See Schedule 1 attached hereto]]
- (N.B. If a level, price or value of any Reference Item is not an amount in the Settlement Currency, an Exchange Rate will need to be specified)*
- (xix) [Applicable AF formula: [AF option [1/2] / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xx) AV_{t-1} where $t = 1$: [[Initial Reference Price / [●]] / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xxi) [Interest Rate Base: [EONIA/SIOR/DKKOIS] / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)*
- (xxii) [Margin: [[●] per cent. / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)*
- (xxiii) [Management Fee: [Subject as provided in the relevant Payout Schedule, [●] per cent. / See Schedule 1 attached hereto]]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*
- (xxiv) [Maximum Management Fee: [[●] per cent. / See Schedule 1 attached hereto]]
- (N.B. Applicable for Certificates Bull and Certificates Bear)*

- (xxv) [Cap Level: [[●] / [●] per cent. of the Strike Price / See Schedule 1 attached hereto]
(N.B. Applicable for Covered Call Certificates)
- (xxvi) [Weighting for each Futures Contract comprising the basket: [Give details/See Schedule 1 attached hereto]
(NB: only applicable in relation to Securities linked to a Basket of Futures Contracts)]
- (xxvii) [Correction of Futures Contracts: [Correction of Futures Contracts does not apply and the Reference Price shall be calculated without regard to any subsequently published correction]
[Correction Cut-Off Date: [In relation to any Initial Averaging Date, [●] Business Days after the relevant Averaging Date] [In relation to any Final Averaging Dates, [●] Business Days prior to the Cash Settlement Date] [In relation to the Initial Valuation Date, [●] Business Days after the Initial Valuation Date] [In relation to the Final Valuation Date, [●] Business Days prior to the Cash Settlement Date] [In relation to any Reference Date, [●]]] *(Include if different to the Conditions)*]
16. **Equity-Linked Security Provisions** [Applicable]
- (i) Whether the Securities relate to a basket of equity securities or a single equity security, and the identity of the relevant Equity Issuer(s): [Basket of Underlying Equities/Single Underlying Equity]
[See Schedule 1 attached hereto] *[give or annex details of Underlying Equity/Equities and Equity Issuer(s)]*
- (ii) Calculation Agent responsible for calculating the Cash Settlement Amount and for making calculations pursuant to Condition 9.3: *[give name and address] (Include if not Danske Bank A/S)*
- (iii) Exchange(s): [[●]/See Schedule 1 attached hereto]
- (iv) Related Exchange(s): [[●]/See Schedule 1 attached hereto] *(Include if different to the Conditions)*
- (v) Minimum Cash Settlement Amount: [●]
- (vi) [Initial Valuation Date: [[●]/See Schedule 1 attached hereto]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (vii) [Initial Averaging Dates: [[●]/See Schedule 1 attached hereto]

- Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (viii) [Initial Reference Date: [[●]/See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull, and Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (ix) [Final Valuation Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (x) [Final Averaging Dates: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]
- Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement]]
(N.B. Not applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xi) [Final Reference Date: [[●]/See Schedule 1 attached hereto/As specified in the Termination Notice]]
(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xii) [Valuation Time: [Specify if different to the Conditions]]
- (xiii) [Strike Price/Initial Reference Price]: [[●]/See Schedule 1 attached hereto] *(Include if different to the Conditions)*
- (xiv) [Initial Financing Level: [Initial Reference Price / [●]] / See Schedule 1 attached hereto]]
(N.B. Applicable for Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xv) [Exchange Rate: [Applicable - [Give details/See Schedule 1 attached hereto]]]
(N.B. If a level, price or value of any Reference Item is not an amount in the Settlement Currency, an Exchange Rate will need to be specified)
- (xvi) Multiplier: [[+] *(Include for Certificates Bull)*] [[-] *(Include for*

- Certificates Bear*)] [One/give details/See Schedule 1 attached hereto]
- (xvii) [Applicable AF formula: [AF option [1/2] / See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull and Certificates Bear)
- (xviii) [AV_{t-1} where $t = 1$: [[Initial Reference Price / [●]] / See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull and Certificates Bear)
- (xix) [Interest Rate Base: [EONIA/SIOR/DKKOIS / See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xx) [Margin: [[●] per cent. / See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull, Certificates Bear, Mini-Future Certificates Long and Mini-Future Certificates Short)
- (xxi) [Management Fee: [Subject as provided in the relevant Payout Schedule, [●] per cent. / See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull and Certificates Bear)
- (xxii) [Maximum Management Fee: [[●] per cent. / See Schedule 1 attached hereto]]
(N.B. Applicable for Certificates Bull and Certificates Bear)
- (xxiii) [Weighting for each Underlying Equity comprising the basket: [Give details/See Schedule 1 attached hereto]]
(NB: only applicable in relation to Securities linked to a Basket of Underlying Equities)]
- (xxiv) [Cap Level: [[●] / [●] per cent. of the Strike Price / See Schedule 1 attached hereto]]
(N.B. Applicable for Covered Call Certificates)
- (xxv) [Correction of Underlying Equity Prices: [Correction of Underlying Equity Prices does not apply and the Reference Price shall be calculated without regard to any subsequently published correction]]
- [Correction Cut-Off Date: [In relation to any Initial Averaging Date, [●]]

Business Days after the relevant Averaging Date] [In relation to any Final Averaging Dates, [●] Business Days prior to the Cash Settlement Date] [In relation to the Initial Valuation Date, [●] Business Days after the Initial Valuation Date] [In relation to the Final Valuation Date, [●] Business Days prior to the Cash Settlement Date]] (*Include if different to the Conditions*)

17. **[Early Termination**

[Applicable]]

[Barrier Level:

[[●] / [●] per cent. of the Strike Price / See Schedule 1 attached hereto]]

[Barrier Percentage:

[[●] per cent. / See Schedule 1 attached hereto]]

(Applicable for Mini-Future Certificates Long and Mini-Future Certificates Short)

18. **[Additional Disruption Events (applicable to Index-Linked Securities, Futures Linked Securities and Equity-Linked Securities only):**

(Additional Disruption Events are only applicable to certain types of Index-Linked Securities, Futures-Linked Securities or Equity-Linked Securities)]

(i) Hedging Disruption:

[Applicable]

(ii) Increased Cost of Hedging:

[Applicable]

(iii) Increased Cost of Stock Borrow:

[Applicable]

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

(N.B. Not applicable in the case of Futures-Linked Securities)

(iv) Insolvency Filing:

[Applicable]

(N.B. Only applicable in the case of Equity-Linked Securities)

(v) Loss of Stock Borrow:

[Applicable]

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

(N.B. Not applicable in the case of Futures-Linked Securities)

(NB: If Securities are listed or are offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive, none of the above Additional Disruption

PRO FORMA FINAL TERMS

Events may be specified for Index-Linked Securities [and Futures-Linked Securities] and only Insolvency Filing may be specified for Equity-Linked Securities)

[[*Relevant third party information*] has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

By:

Duly authorised

Duly authorised

PART B - OTHER INFORMATION**1. Listing and Admission to Trading**

- (i) Listing: [The NASDAQ OMX Copenhagen A/S/The NASDAQ OMX Helsinki Oy/The NASDAQ OMX Stockholm AB/The NDX [Sweden/Finland] exchange of the Nordic Growth Market NGM AB / None]
- (ii) Admission to trading: [Application has been made for the Securities to be admitted to trading on [the NASDAQ OMX Copenhagen A/S/the NASDAQ OMX Helsinki Oy/the NASDAQ OMX Stockholm AB/the NDX [Sweden/Finland] exchange of the Nordic Growth Market NGM AB AB/other (specify)] with effect from [●]/Not Applicable]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading)

- (iii) Security Trading Code: [[●]/See Schedule 1 attached hereto]
- (iv) Final Trading Day: The Securities will cease to be traded on [the NASDAQ OMX Copenhagen A/S/the NASDAQ OMX Helsinki Oy/the NASDAQ OMX Stockholm AB/ the NDX [Sweden/Finland] exchange of the Nordic Growth Market NGM AB] on the Expiration Date, unless otherwise provided in the rules of such exchange

2. [Interests of Natural and Legal Persons involved in the [Issue/Offer]

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

Save as discussed in the “Subscription and Sale” section of the Base Prospectus, so far as the Issuer is aware, no person involved in the [offer/issue] of the Securities has an interest material to the [offer/issue].]

3. Reasons for the Offer, Estimated Net Proceeds and Total Expenses

- [(i) Reasons for the offer: [●/See “Use of Proceeds” in the Base Prospectus]
- (If reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]*
- [(ii) Estimated net proceeds: [●/The Securities will be issued on the Issue Date but will not be subscribed by any investor and therefore no amounts will be received by the Issuer on the Issue Date]

(If proceeds are intended for more than one use will need

to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii)] Estimated total expenses: *[Include breakdown of expenses.]*

(It is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

4. **Performance of [Index/Basket of Indices], explanation of effect on value of investment and associated risks and other information concerning the [Index/Basket of Indices]:** *(Index-Linked Securities only)*

[[●]/See “Description of Specific Securities” in the Base Prospectus for an explanation of how the value of the Securities are affected by the [Index/Indices]] *[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]*

[The past and future performance and volatility of [the/each] Index [specified in Schedule 1 attached hereto] and a description of [the/each] Index can be obtained from [the website of the relevant Index Sponsor] and from [●]] *[Need to include details of where past and future performance and volatility of [the/each] Index can be obtained] [Need to include the name of [the/each] Index and a description if composed by the Issuer and if [the/each] Index is not composed by the Issuer need to include details of where the information about [the/each] Index can be obtained.]*

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[Include any disclaimer wording required by the Index Sponsor(s)]

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]]

5. **Performance of [Futures Contract/Basket of Futures Contracts], explanation of effect on value of investment and associated risks and other information concerning the [Futures Contract/Basket of Futures Contracts]:** *(Futures-Linked Securities only)*

[[●]/See “Description of Specific Securities” in the Base Prospectus for an explanation of how the value of the Securities are affected by the Futures Contract[s]] *[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]*

[The past and future performance and volatility of [the/each] Futures Contract [specified in Schedule 1 attached hereto] can be obtained from [●] and from [●]. The ISIN[s] of the Futures Contract[s] are [[●]/set out in Schedule 1 attached hereto] *[Need to include details of where past and future performance and volatility of [the/each] futures contract can be obtained.] [Need to include the ISIN or other identification code]*

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]

6. **Performance of [Underlying Equity/Basket of Underlying Equities], explanation of effect on value of investment and associated risks and other information concerning the [Underlying Equity/Basket of Underlying Equities]:** (*Equity-Linked Securities only*)

[[●]/See “Description of Specific Securities” in the Base Prospectus for an explanation of how the value of the Securities are affected by the Underlying [Equity/Equities]] [*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.*]

[The past and future performance and volatility of [the/each] Underlying Equity [specified in Schedule 1 attached hereto] can be obtained from [●] and from [●]. The name of the Equity Issuer[s] and the ISIN[s] of the Underlying [Equity/Equities] are [[●]/[set out in Schedule 1 attached hereto]] [*Need to include details of where past and future performance and volatility of [the/each] underlying equity can be obtained.*] [*Need to include the name of [the/each] issuer of [the/each] underlying equity and the ISIN or other identification code*]

[*Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.*]

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]]

7. **Operational Information:**

ISIN Code(s): [●]/See Schedule 1 attached hereto]

[Common Code: [●]

Clearing System(s): [VP Securities A/S, VP]
[Euroclear Sweden]
[Euroclear Finland]
[*give name(s) and number(s)*]

[The Issuer shall be entitled to obtain certain information from the register maintained by [the VP/Euroclear Sweden/Euroclear Finland] for the purpose of performing its obligations under the Securities]

Delivery: [Delivery of the Securities to the [Dealer/subscribers] shall be [against/free of] payment/ Not Applicable. There will be no initial subscription of the Securities. The Securities will be issued to the Issuer’s account on the

Issue Date]

Record Date: The Record Date [in respect of an issue of Securities] is anticipated to be [●]/5 Business Days following the Expiration Date [for such Security]/as specified in Schedule 1 attached hereto]

Names and addresses of additional agent(s) (if any): [●]

8. **Distribution**

Name of Dealer: [Not Applicable] [Danske Bank A/S] [*specify other*]

(Include names of entities agreeing to underwrite the issue on a firm commitment basis and names of entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Dealers)

Underwriting commitments: [Not Applicable] [*insert details of any underwriting commitments*]

(Where not all the issue is underwritten, include a statement of the portion not covered)

Date of subscription agreement: [Not Applicable] [*Insert the date of any subscription agreement*]

Non-exempt Offer [where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus]: [Applicable] [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs below and also paragraph 13 below)

[Non-exempt Offer Jurisdictions: [Denmark / Finland / Sweden]

[Offer Period: [Specify date] until [specify] (the “Offer Period”)]

[Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: [*Insert names and addresses of financial intermediaries receiving consent (specific consent)*]]

9. **Terms and Conditions of the Offer:**

Offer Price: [Issue Price/ *specify*]

Conditions to which the offer is subject: [Not Applicable/*give details*]

Description of the application process: [Not Applicable/*give details*]

Details of the minimum and/or maximum amount of application: [Not Applicable/*give details*]

Details of the method and time limits for paying up and delivering the Securities: [Not Applicable/*give details*]

Manner in and date on which results of the offer are to be made public: [Not Applicable/*give details*]

Categories of potential investors to which the Securities are offered and whether tranche(s) have been reserved for certain countries: [Not Applicable/*give details*]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable/*give details*]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable/*give details*]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [Not Applicable/*give details*]

10. **Secondary Market**

Market Maker: [Danske Bank A/S/*specify other*] [will, during such time as the regulated market is open for public trading in the Securities, act as market maker and under normal market conditions quote bid and ask prices for the Securities in respect of the minimum quotation amount specified below. Under certain circumstances, as further described in the Base Prospectus, it may be difficult or impossible for Danske Bank to quote bid and ask prices for the Securities, in which case, notice thereof will be given via the regulated market]

The market making obligation is subject to the Securities having a market value not lower than [EUR 0.01/*specify other amount*]

Minimum quotation amount: [●]

Maximum spread: [●]

Minimum trading lot: [●]

The conditions for the market making obligation are further described in the Base Prospectus (see “Market Making Undertaking” under “General Description of Securities” on pages [●] to [●] of the Base Prospectus)

SCHEDULE 1

Security ISIN	Series No./ Tranche No.	Terms of Security	[Index/ Indices/ Futures Contract [and Futures Expiry Date]/ Equity Issuer[s]]	[Index Currency/ Currency of Futures Contract/ Currency of Underlying Equit[y/ies]]	[Weighting	[Index [Bloomberg/ Reuters Code]/ [Futures Contract[s]/ Underlying Equit[y/ies]] ISIN[s]]	Exchange	[[Related Exchange/ Related Asset]	[Index Sponsor and website	[Designated Multi- Exchange Index	[Price/ Total Return Index
[●]	[●]/[●]	[Equity Linked/Fut ures Linked/Ind ex Linked/ <i>oth er</i>]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Yes/No]	[Price/ Total] Return
[●]	[●]/[●]	[Equity Linked/Fut ures Linked/Ind ex Linked/ <i>oth er</i>]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Yes/No]	[Price/ Total] Return]

Security ISIN	Security Trading Code	Type of Security	Total Number of Securities issued	[[Strike Price/Initial Reference Price/Initial Financing Level] [and Initial Reference Date]/Initial [Averaging/ Valuation] Date[s]]	Multiplier	[[Barrier/ Cap] Level] /[[Barrier Percentage]	[Exchange Rate	Final [Averaging/ Valuation/ Reference] Date[s]	Record Date	[Scheduled Expiration Date	[Scheduled Cash Settlement Date	[Applicable AF formula / ΔV_t , 1 where $t = 1$ / - Interest Rate Base / Margin/ Management Fee /Maximum Fee Percentage]
[●]	[●]	[[Call/Put] Warrant/Turbo [Call/Put] Warrant/ [Covered Call] Certificate [Up/Down] [Bull/Bear]]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[[AF option [1/2] / [Initial Reference Price / [●]] / [EONIA / SIOR / DKKOIS] / [●] per cent. / [●] per cent. / [●] per cent.]
[●]	[●]	[[Call/Put] Warrant/Turbo [Call/Put] Warrant/ [Covered Call] Certificate [Up/Down] [Bull/Bear]]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[AF Option [1/2]/ [Initial Reference Price / [●]] / [EONIA /SIOR/ DKKOIS] / [●] per cent. / [●] / [●] per cent.]

SCHEDULE 2
SUMMARY OF THE ISSUE

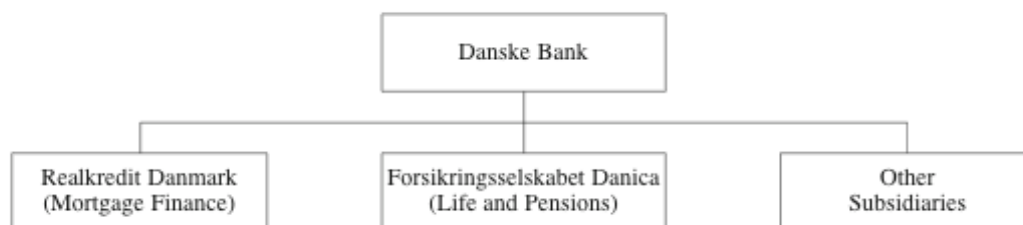
[Base Prospectus summary to be inserted and the options given as placeholders in the summary to be completed in respect of the Securities being issued.]

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Securities will be applied by the Issuer to meet part of its general financing requirements. If, in respect of any particular issue of Securities, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

DESCRIPTION OF THE DANSKE BANK GROUP

The general corporate structure of the Danske Bank Group (the “**Danske Bank Group**” or the “**Group**”) is as shown below:



Overview

The Group is the leading financial service provider in Denmark – and one of the largest in the Nordic region – measured by total assets as at 31 December 2013². The Group offers its customers in Denmark and in its other markets a broad range of services that, depending on the market, include services in banking, mortgage finance, insurance, trading, leasing, real estate agency and investment management. The Group has a leading market position in Denmark and is one of the larger banks in Northern Ireland and Finland. The Group also has significant operations in its other main markets of Sweden, Norway and the Baltics. As at 31 December 2013, the Group’s total assets amounted to DKK 3,227 billion (EUR 432.6 billion)³ and the Group employed approximately 19,100 employees.

Danske Bank A/S (“**Danske Bank**” or the “**Issuer**”) is the parent company of 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.

The registered office of the Issuer is at 2-12 Holmens Kanal, DK-1092 Copenhagen K, Denmark, with telephone number +45 33 44 00 00 and Danish corporate registration number 61126228.

The Issuer’s History and Development

The Issuer was founded in Denmark and registered on 5 October 1871 and has, through the years, merged with a number of financial institutions. 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.

In the period from 1997-2007, the Issuer strengthened its position in the Nordic region through acquisitions. In 1997, it acquired Östgöta Enskilda Bank in Sweden, in 1999, Fokus Bank A/S (“**Fokus Bank**”) in Norway and, in 2000, RealDanmark and its subsidiaries BG Bank A/S and Realkredit Danmark A/S. Furthermore, on 1 March 2005, the Issuer acquired Northern Bank Limited (“**Northern Bank**”) in Northern Ireland and National Irish Bank in the Republic of Ireland, and, on 1 February 2007, the purchase of Sampo Bank in Finland, including Sampo Bank’s activities in the three Baltic countries and a subsidiary in St. Petersburg, Russia, was completed.

Effective 1 June 1998, all branches of Östgöta Enskilda Bank were converted into branches of the Issuer and, effective 1 April 2007, Fokus Bank and National Irish Bank were converted into branches of the Issuer and, in June 2008, the three Baltic banks, AS Sampo Bank in Estonia, AS Sampo Banka in Latvia and AB Sampo bankas in Lithuania, were converted into branches of the Issuer. In November 2012, the Group

² Source: Finansrådet (Danish Bankers' Association)

³ Unless specified, DKK amounts are converted into EUR at 7.4603 DKK per EUR.

rebranded its banking units and markets all its banking operations under the Danske Bank brand name. With effect from 1 January 2014, the Group refocused its activities in the Republic of Ireland to serve exclusively Corporates & Institutions clients. All other activities are to be transferred to the Non-core unit.

Financial highlights

Danske Bank Group	(DKKm)			(EURm)		
	2013	2012	2011	2013	2012	2011
Total income	40,004	45,662	43,377	5,362	6,121	5,835
Expenses	24,343	24,642	25,987	3,263	3,303	3,496
Loan impairment charges	4,187	7,680	13,185	561	1,029	1,774
Profit before tax, core	11,474	13,340	-	1,538	1,788	-
Profit before tax, Non-core	-1,415	-4,801	-	-190	-644	-
Profit before tax	10,059	8,539	4,205	1,348	1,145	566
Tax	2,944	3,814	2,482	395	511	334
Net profit for the period	7,115	4,725	1,723	954	633	232
Loans and advances	1,552,645	1,640,656	1,698,025	208,121	219,915	228,407
Trading portfolio assets	695,722	812,966	909,755	93,257	108,971	122,374
Assets in Non-core	25,803	33,100	-	3,459	4,437	-
Other assets	952,887	998,227	816,623	127,728	133,803	109,847
Total assets	3,227,057	3,484,949	3,424,403	432,564	467,126	460,628
Deposits	788,269	783,759	795,275	105,662	105,056	106,975
Bonds issued by Realkredit Danmark	614,196	614,325	557,699	82,329	82,345	75,018
Trading portfolio liabilities	435,183	531,860	697,913	58,333	71,291	93,879
Liabilities in Non-core	5,002	4,831	-	670	648	-
Other liabilities	1,238,750	1,412,170	1,247,661	166,046	189,289	167,827
Total liabilities	3,081,400	3,346,945	3,298,548	413,040	448,628	443,699
Total equity	145,657	138,004	125,855	19,524	18,498	16,929
Earnings per share	7.1	5.0	1.9	1.0	0.7	0.3
Total capital ratio (%)	21.4	21.3	17.9	—	—	—
Common equity tier 1 capital ratio (%)	14.7	14.5	11.8	—	—	—
Exchange rate (DKK/EUR) (End of period)				7.4603	7.4604	7.4342

Source: Annual Report 2013, pg. 6; Annual Report 2012, pg. 8.

2012 figures have been restated due to adoption of the amended IAS 19, Employee Benefits, from 1 January 2013. Further, changes have been made to the selected historical key financial information as presented in note 39 to the Annual Report 2013.

Share ratios for 2011 have been divided by an adjustment factor to reflect the share capital increase in April 2011.

DESCRIPTION OF THE DANSKE BANK GROUP

Business Units

With effect from 1 June 2012, the Group created a new organisation structured around three main business units: Personal Banking, Business Banking and Corporates & Institutions. The three new units operate across all of the Group's geographical markets. The new organisation was the first step in a new strategy for the Danske Bank Group launched on 30 October 2012. Since 1 January 2013 the new structure has been reflected in the Group's financial reporting.

The following table sets forth certain information with respect to the Group's business units.

(DKK million)	Personal Banking	Business Banking	C&I	Danske Capital	Danica Pension	Other Activitie s	Non-core
Total income	16,736	13,424	8,434	2,164	1,918	-273	121
Expenses	12,103	6,893	4,588	1,033	830	1,185	303
Profit before loan impairment charges	4,633	6,531	3,846	1,131	1,088	-1,458	-182
Loan impairment charges	1,935	1,779	473	-	-	-	1,233
Profit before tax, core	2,698	4,752	3,373	1,131	1,088	-1,458	
Profit before tax, Non-core							-1,415
Profit before tax	2,698	4,752	3,373	1,131	1,088	-1,458	-1,415
Cost/income ratio (%)	72.3	51.3	54.4	47.7	43.3	-433.6	250.4
Full-time-equivalent staff (end of period)	6,934	3,769	1,565	504	766	5,506	78
Loans and advances, excluding reverse transactions (end of period)	814,865	591,144	151,996	296	-	25,562	25,752
Deposits, excluding repo deposits (end of period)	348,948	265,347	173,655	219	-	10,124	4,885

Source: Annual Report 2013, pg 76.

Organisational structure

Personal Banking

Personal Banking serves personal and private banking customers through a strong network of branches, finance centres, contact centres and online channels. Personal Banking offers a wide range of financial products and services within banking, property financing, leasing, insurance and pensions. The unit encompasses operations in Denmark, Finland, Sweden, Norway, Northern Ireland and Luxembourg.

Business Banking

Business Banking serves business customers through a network of finance centres, business centres, contact centres and online channels. Business Banking offers leading solutions in such fields as online banking, financing, leasing, cash management and risk management. The unit is structured across four regional Danish divisions; business customers in Finland, Sweden, Norway and Northern Ireland and the Baltics; as well as a Specialist Products division.

Corporates & Institutions

Corporates & Institutions (“C&I”) is a leading provider of wholesale banking services for the largest institutional and corporate clients in the Nordic region. Products and services include cash management, trade finance and custody services; equity, bond, foreign exchange and derivatives products; and corporate and acquisition finance. Wholesale banking services are provided to the largest institutional and corporate customers in the Nordic region. Institutional banking includes services provided to international financial institutions outside the Nordic region.

Danske Capital

Danske Capital develops and sells asset management solutions and wealth management products and services that are marketed through Personal Banking and directly to businesses, institutional clients and external distributors. Danske Capital also supports the advisory and asset management activities of Personal Banking. As at 31 December 2013, Danske Capital had 504 employees and was represented in Denmark, Sweden, Norway, Finland, Estonia, Lithuania and Luxembourg. As at 31 December 2013, the assets managed by Danske Capital amounted to DKK 727 billion (EUR 97.4 billion).

Danica Pension

The Group’s insurance activities comprise conventional life insurance, unit-linked insurance and personal accident insurance. Danica Pension targets both personal and business customers. Its products are marketed through a range of distribution channels within the Group, primarily Personal Banking and Danica Pension’s own agents and advisers. Danica Pension sells two market-based product groups: Danica Balance and Danica Link. Products in these groups allow customers to select their own investment profiles, and the return on savings depends on market trends. Danica Pension also sells Danica Traditionel, a product that does not offer individual investment profiles and for which Danica Pension sets the rate of interest on policyholders’ savings. As at 31 December 2013, Danica Pension had 766 employees.

As at 31 December 2013, Danica Pension’s total investment assets (customer funds) amounted to DKK 288 billion (EUR 38.7 billion), with unit-linked assets (assets managed on behalf of policy holders) amounting to DKK 29 billion (EUR 3.9 billion).

Non-core

The Non-core business unit is responsible for the controlled winding-up of the loan portfolio that is no longer considered part of the Group’s core activities. On 1 January 2014, all Irish customers in Business Banking and Personal Banking were transferred to the Non-core Ireland portfolio, which in addition to these customers consists mainly of loans to commercial property customers in Ireland. The remainder is exposure to special purpose vehicles and conduits administered by the Group’s London office. The Group aims to wind up or divest these exposures.

Other Activities

Other Activities consists of the following Group resource and service functions: Group Risk Management; Group Finance & Legal (including Group Treasury); Group HR; Group Communications;

DESCRIPTION OF THE DANSKE BANK GROUP

Group IT; and Group Services. These service areas support the main business units, performing tasks that span various customer groups and markets.

Funding structure

The Group continues to ensure that it has a prudent ratio between lending and long-term funding. In addition, the Group has comprehensive and well-established funding programmes, including covered bonds. The existing CP, CD and EMTN programmes are used for short- and medium-term funding, while covered bond issues are used mainly for longer-term funding. Covered bonds thus help diversify the Group's funding across investors and maturities.

Group funding sources (by type) (Year-end)

(%)	2013	2012
Central banks, Credit institutions and repo transactions	25	30
Short-term bonds	1	2
Long-term bonds	6	6
Total covered bonds	11	11
Deposits	46	41
Subordinated debt	3	3
Shareholders' equity	8	7
Total	100	100

Source: Annual Report 2013, pg. 159.

The Group has two channels through which it grants mortgage loans: (i) Realkredit Danmark A/S; and (ii) the Issuer itself including bank subsidiaries.

The mortgage loans on the Realkredit Danmark A/S platform are funded through the issuance of mortgage bonds according to the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds, etc. Act and executive orders issued by the DFSA.

Realkredit Danmark A/S currently issues mortgage covered bonds only through the Capital Centres of Realkredit Danmark A/S.

Shareholders' equity

The Issuer's shareholders' equity was DKK 146 billion (EUR 19.5 billion) as at the end of 2013 against DKK 138 billion (EUR 18.5 billion) at the end of 2012.⁴

At year-end 2013, the Issuer's authorised and issued share capital totalled DKK 10,086,200,000 (EUR 1,352 million) based on 1,008,620,000 shares of DKK 10 (EUR 1.34) each. The Issuer's shares are listed on the NASDAQ OMX, Copenhagen.

At year-end 2013, the Issuer had approximately 303,000 shareholders. According to the Danish Companies Act, shareholders must notify a company if their shareholding exceeds 5 per cent. of the company's share capital or higher percentages divisible by 5. Two shareholder groups have notified the Issuer that they hold or represent more than 5 per cent. of its share capital at the end of 2013:

⁴ FX rate at 31 December 2012 = 7.4604 DKK per EUR.

- A.P. Møller and Chastine Mc-Kinney Møller Foundation, Copenhagen, held a total of (directly and indirectly) 22.84 per cent. of the share capital of which A.P. Møller-Maersk A/S directly holds 20 per cent.;
- Cevian Capital II GP Limited, Jersey, held or represented 9.29 per cent. of the share capital.

The Issuer estimates that more than 48 per cent. of its share capital is held by investors outside of Denmark. Most foreign investors are based in the United States and the United Kingdom.

Capital and Solvency

The Group's capital base consists of tier 1 capital (common equity tier 1 capital and hybrid capital after deductions) and tier 2 capital. At 31 December 2013, the capital base of the Group amounted to DKK 182 billion (EUR 24.4 billion).⁵ At 31 December 2013, the total capital ratio for the Group was 21.4 per cent., with a common equity tier 1 capital ratio of 14.7 per cent. and a tier 1 capital ratio of 19.0 per cent. At 31 December 2013, the total capital ratio for the Issuer was 27.2 per cent. with a common equity tier 1 capital ratio of 18.9 per cent. and a tier 1 capital ratio of 24.3 per cent.

At the end of 2013, the Group's RWA amounted to DKK 852 billion (EUR 114.2 billion), against DKK 819.0 billion (EUR 109.8 billion)⁶ at the end of 2012. The increase in RWA of DKK 33 billion (EUR 4.4 billion) from the level in 2012 was caused mainly by the measures taken to comply with the first of four DFSA orders. The measures involved increasing the risk weights for the Group's corporate portfolio. The remaining DFSA orders were provisionally addressed through the solvency need, with temporary Pillar II add-ons totalling DKK 4 billion (EUR 0.54 billion). The add-ons will be removed in 2014 when the Group is ready to implement the changes required to comply with the remaining orders. In addition, the Group carried out a number of initiatives to strengthen the internal ratings based approach framework and improve capital efficiency. The Group has on 13 June 2014 announced its decision to withdraw its appeal of the DFSA's orders regarding the use of the internal ratings-based approach for capital adequacy calculations. This will cause a pro forma increase in common equity tier 1 capital ratio by 0.4 percentage point.

The following table below shows the total capital ratio, tier 1 capital ratio and common equity tier 1 capital ratio excluding hybrid capital. The second table shows the risk-weighted assets, subordinated debt and hybrid capital.

Danske Bank Group		
(%)	31 Dec. 2013	31 Dec. 2012
Total capital ratio.....	21.4	21.3
Tier 1 capital ratio	19.0	18.9
Common equity tier 1 capital ratio, excluding hybrid core capital	14.7	14.5

Note: The ratios are calculated in accordance with the Danish Financial Business Act.
Source: Annual Report 2013, pg. 69.

Danske Bank Group	(DKKm)		(EURm)	
	31 Dec. 2013	31 Dec. 2012	31 Dec. 2013	31 Dec. 2012
Risk-weighted assets	852,250	819,436	114,238	109,838

⁵ FX rate at 31 December 2013 = 7.4603 DKK per EUR

⁶ FX rate at 31 December 2012 = 7.4604 DKK per EUR

DESCRIPTION OF THE DANSKE BANK GROUP

Subordinated debt, excluding hybrid capital.....	23,823	23,009	3,193	3,084
Hybrid capital.....	41,891	43,003	5,615	5,764
Hybrid capital included in tier 1 capital	39,953	40,248	5,355	5,395
Exchange Rate (DKK/EUR).....			7.4603	7.4604

Source: (DKK amounts) Annual Report 2013, pgs. 69 and 106.

The Group's capital base consists of tier 1 capital (common equity tier 1 capital and hybrid capital after deductions) and tier 2 capital. At 31 December 2013, the capital base of the Group amounted to DKK 182 billion (EUR 24.4 billion)⁷. At 31 December 2013, the total capital ratio for the Group was 21.4 per cent., with a common equity tier 1 capital ratio of 14.7 per cent. and a tier 1 capital ratio of 19.0 per cent. At 31 December 2013, the total capital ratio for the Issuer was 27.2 per cent. with a common equity tier 1 capital ratio of 18.9 per cent. and a tier 1 capital ratio of 24.3 per cent.

At the end of 2013, the Group's RWA amounted to DKK 852 billion (EUR 114.2 billion), against DKK 819.0 billion (EUR 109.8 billion)⁸ at the end of 2012. The increase in RWA of DKK 33 billion (EUR 4.4 billion) from the level in 2012 was caused mainly by the measures taken to comply with the first of four DFSA orders. The measures involved increasing the risk weights for the Group's corporate portfolio. The remaining DFSA orders were provisionally addressed through the solvency need, with temporary Pillar II add-ons totalling DKK 4 billion (EUR 0.54 billion). The add-ons will be removed in 2014 when the Group is ready to implement the changes required to comply with the remaining orders. In addition, the Group carried out a number of initiatives to strengthen the internal ratings based approach framework and improve capital efficiency.

Danske Bank was subject to the new CRR from 1 January 2014. The CRR introduces certain changes to the past calculation of the capital base. The rules will be phased in during the years until 2018 for capital deductions and until 2021 grandfathered for capital instruments. Assuming fully phased-in CRR rules in 2018, the Group's common equity tier 1 capital ratio as stated in the Annual Report 2013 would be reduced by an additional 1.9 percentage points. The decline in the common equity tier 1 capital ratio is caused primarily by deductions for insurance subsidiaries, which now must be made from common equity tier 1 capital instead of half from tier 1 capital and half from the capital base, respectively. A deduction for defined benefit pension fund assets is also introduced. The changes will be phased in at 20 per cent. as at 1 January 2014. The CRR also introduces new prudential filters for deduction from common equity tier 1 capital. The filters include additional value adjustments of assets and liabilities measured at fair value. The EBA has not yet published its final standards for these value adjustments, and the standards may lead to further reduction of the Group's common equity tier 1 capital. Changes to RWA introduced by the CRR were implemented in full as at 1 January 2014 (estimated DKK 44.5 billion (EUR 6.0 billion)⁹). The increase is caused mainly by the introduction of the credit valuation adjustment capital charge and tighter requirements for credit risk. For further information see note 28 in Annual Report 2013.

The Group's strong financial position was confirmed by the EBA's capitalisation test of European banks, which was published in December 2011 and again in a final report in October 2012. This test was conducted to assess European banks' need for recapitalisation. As expected, the Group passed the test with a capital level substantially above the EBA's requirement.

⁷ FX rate at 31 December 2013 = 7.4603 DKK per EUR.

⁸ FX rate at 31 December 2012 = 7.4604 DKK per EUR.

⁹ FX rate at 31 December 2013 = 7.4603 DKK per EUR.

Distributions of Dividends

The Issuer aims to pay dividends of about 40 per cent. of its net profit as soon as it is prudent. Until all capital and rating targets are met, the pay-out ratio may be lower. For 2013, the annual general meeting approved a dividend of DKK 2 (EUR 0.27) per share, or 28 per cent. of net profit for the year.

Risk Management

Introduction

The Issuer's Rules of Procedure for the Board of Directors and the Executive Board (the "**Rules of Procedure**") specify the responsibilities of the two boards and the division of responsibilities between them. The Rules of Procedure and the two-tier management structure, which were developed in accordance with Danish legislation, are central to the organisation of risk management and the policy on lending authority limits in the Group.

The Board of Directors lays down overall policies, while the Executive Board is in charge of the Group's day-to-day management. The risk and capital management functions are separate from the credit assessment and credit-granting functions.

Responsibility for the day-to-day management of risks in the Group is divided between Group Finance & Legal, Group Risk Management and the business units. The Group has established a segregation of duties between units that enter into business transactions with customers or otherwise expose the Group to risk on the one hand, and units in charge of overall risk management on the other.

Group Risk Management

Group Risk Management is headed by the Group's chief risk officer ("**CRO**"), who is a member of the Executive Board.

The department has overall responsibility for monitoring the Group's risk policies and for monitoring, following up and reporting on risk issues across risk types and organisational units. Group Risk Management also serves as a resource for referrals from local risk committees.

The department supports and challenges the rest of the risk management organisation in risk management practices and reporting. It serves as secretariat for the All Risk Committee. Senior staff from the department also chair the Risk Model and Parameter Committee, which monitors the Group's use of risk models, results of backtests and changes to parameters; the Operational Risk Committee, which evaluates the management of the Group's key operational risks; and the Product Risk Committee, which reviews risk related to possible new products. A specialised department in Group Risk Management is responsible for the day-to-day monitoring of operational risks.

In addition, the department has overall responsibility for setting the group-wide risk appetite and policies, for reviewing the approval and follow-up processes in the business units' lending books, and for monitoring and reporting on the Group's consolidated lending portfolio - including the determination of portfolio limits for specific industries and countries.

Group Risk Management is also responsible for facilitating the quarterly process of calculating and consolidating the impairment of credit exposures.

A unit within the department is responsible for developing credit rating and valuation models and for ensuring that they are available for day-to-day credit processing at the business units and that they meet statutory requirements. A separate unit is responsible for backtesting and validating credit risk parameters in collaboration with the business units.

Group Finance & Legal

Group Finance & Legal is headed by the Group's chief financial officer (“CFO”), who is a member of the Executive Board. The department is responsible for the Group’s financial reporting, budgeting and strategic business analysis, including the tools used by the business units for performance follow-up and analysis.

The department is also in charge of the Group’s investor relations, capital structure, capital allocation, regulatory matters and relations with international rating agencies.

It is also responsible for the Group’s solvency, RWA, leverage ratio and capital allocation and the Group’s internal capital adequacy assessment process (“ICAAP”).

Within Group Finance & Legal, Group Treasury is responsible for monitoring liquidity risk and funding needs. Group Treasury also ensures that the Group’s structural liquidity profile enables the Group to comply with the limits and meet the targets set by the Board of Directors and the All Risk Committee as well as regulatory and prudential requirements.

Furthermore, Group Treasury is responsible for asset liability management, private equity activities and long-term funding activities.

Business units

The business units' mandate to originate and accumulate risk exposure for the Group in their daily work is regulated by risk policies, instructions and limits. The Group strives to cultivate a corporate culture that supports and enforces the organisation's objective to undertake selected risks according to guidelines that have been agreed upon.

Responsibility for all business-related risks is with the heads of the business units and the heads of the operations and services areas. Their responsibilities extend across national borders, thus risk management is centralised by business segment. The segment-based organisation enables risk management processes to be tailored to the various customer segments and to be aligned across borders. Lending authorities for specific customer segments and products are granted to the individual business units. Credit decisions exceeding the delegated authorities are referred to the Executive Board and the Board of Directors as required.

The business units carry out all the fundamental tasks required for sound risk management and controls. These tasks include updating the information about customers that is used in risk management tools and models as well as maintaining and following up on customer relationships.

Each business unit is responsible for preparing documentation before undertaking business transactions and for recording the transactions properly. Each unit is also required to update information on customer relationships and other issues as necessary.

The business units must also ensure that all risk exposures comply with specific risk limits as well as the Group's other guidelines.

Certain risk areas, such as market risk and liquidity risk, are still managed centrally at the group level.

Increased attention from local regulators - especially where activities are organised in local legal entities - led the Group to strengthen governance structures for risk management from a local perspective. In the new organisation, country managers and local risk officers are responsible for ensuring compliance with

local rules and regulations. Local risk committees as well as asset and liability management committees have also been set up where they are relevant.

Legal Proceedings

Owing to its business volume, the Group is continually a party to various lawsuits and disputes and has an on-going dialogue with public authorities such as the DFSA. In view of its size, the Group does not expect the outcome of pending lawsuits and disputes or its dialogue with public authorities to have any material effect on its financial position.

Bank Packages

With effect from 1 October 2010 the Act on Financial Stability (Chapter 4a of the Danish Act No. 1003 of 10 October 2008 on Financial Stability, as amended by Consolidated Act No. 875 of 15 September 2009, Act No. 516 of 12 June 2009, Act No. 1273 of 16 December 2009, Act No. 721 of 25 June 2010, Act No. 1556 of 21 December 2010 and Act No. 619 of 14 June 2011, Act No. 273 of 27 March 2012, Act No. 1231 of 18 December 2012 and Act No. 1287 of 19 December 2012, and as further amended from time to time (the “**Act on Financial Stability**”)) was amended *inter alia* to allow for a controlled winding-up of a distressed bank through the Financial Stability Company which is known as “**Bank Package III**”. The resolution scheme is voluntary and contains no general state guarantee of creditors. With respect to SIFIs, please see “European implementation of the Basel III Framework” below.

The intention of the winding-up procedures is to wind up a distressed bank faster than under the traditional bankruptcy procedures. The procedures do not alter the risk for the creditors, which is that under both the winding-up procedures and the traditional bankruptcy procedures, the creditors may lose all or part of their claims.

The Act on Financial Stability was further amended with effect from 23 June 2011 in order to allow for the Guarantee Fund for Depositors and Investors to contribute with a financial inducement to encourage a sound bank to take over all activities of a distressed bank, including all unsubordinated and unsecured claims. On 25 August 2011 a number of consolidation initiatives was agreed upon by the vast majority of the political parties in the Danish Parliament (“**Bank Package IV**”). Bank Package IV provides for a strengthening of the compensation scheme in order to create greater incentives for sound banks to wholly or partly take over a bank in distress. In particular, Bank Package IV provides for the Danish State to contribute in the compensation scheme with an amount up to the equivalent of the haircut that would have been imposed on any state guaranteed bonds that were issued by the bank in distress. Contrary to Bank Package III, the unsubordinated and unsecured senior creditors will not suffer any loss if Bank Package IV is applied.

New Capital and Liquidity Regulations

New regulations for the financial sector have been implemented in the EU and beyond. The Group has implemented the new regulations from 1 January 2014, subject to transitional provisions. The Group supports measures that strengthen the resilience of the sector and its ability to support economic growth. The Group is of the opinion that the Basel III/CRD IV guidelines generally meet this criterion.

European implementation of the Basel III Framework

The final versions of the CRR and the CRD IV Directive (for the purposes of this “Description of the Danske Bank Group” section, in each case as defined in the risk factor on page 11 of this Prospectus headed “The Issuer will face increased capital and liquidity requirements as a result of the new Basel III Framework”) were adopted in June 2013. The CRR entered into force on 1 January 2014 and the CRD IV Directive was implemented in Denmark in March 2014. The framework implements among other things the Basel Committee on Banking Supervision’s proposals imposing stricter capital and liquidity requirements upon banks (“**Basel III**”) in the EU. The CRR covers a wide range of prudent requirements for banks across

DESCRIPTION OF THE DANSKE BANK GROUP

EU member states, including capital requirements, stricter and aligned definitions of capital, RWA, leverage ratio, large exposure framework and liquidity and funding requirements. The CRD IV Directive covers the overall supervisory framework for banks (including the individual risk assessment) and other measures such as the combined capital buffer requirements, SIFI definition (as defined below), governance and remuneration requirements.

The CRD IV Directive came into force through implementation in the Danish Financial Business Act, whereas the CRR applies immediately without implementation in national law. The phase-in of the capital requirements will follow the path in the CRR until 2018 unless required earlier in applicable Danish legislation. The EBA proposed detailed rules through binding technical standards during the period 2014 to 2016 for many areas including, *inter alia*, liquidity requirements and certain aspects of capital requirements.

Under the CRR and the CRD IV Directive, the capital requirement for common equity tier 1 (“**CET1**”) (which does not include hybrid capital) will be phased in gradually from the current 2 per cent. RWA to up to 9.5 per cent. in 2019. The 9.5 per cent. requirement will include a “capital conservation buffer requirement” of 2.5 per cent. and a “countercyclical buffer requirement” of 0-2.5 per cent. in addition to the minimum requirement of 4.5 per cent. The countercyclical buffer requirement will apply in periods of excess lending growth in the economy and can vary for each jurisdiction. If a bank does not maintain these buffers (in excess of the 4.5 per cent. CET1 minimum requirement), restrictions will be placed on its ability to pay dividends and make other payments.

For each SIFI there will be additional capital requirements beyond the minimum requirements. In October 2013 a political agreement on SIFI requirements was reached in Denmark. In the agreement, which is expected to be implemented into Danish law in 2014, the Issuer has been designated as a SIFI. According to the agreement, this will require the Issuer to comply with an additional CET1 capital requirement of 3 per cent. The intention is for the capital requirements imposed on Danish SIFIs to be on a par with the requirements set in other comparable European countries. Accordingly the final level of the Danish SIFI capital requirements will be assessed no later than 2017 after evaluating these other countries’ final requirements. Regulations for the crisis management of Danish SIFIs and other banks and mortgage-credit institutions will not be established until forthcoming common EU crisis management regulations have been agreed upon, in particular the RRD and SRM proposals, including whether there should be additional requirements for Danish banks to issue debt that can be bailed-in. The agreement specifically states that it is not the intention that Danish SIFIs shall be resolved pursuant to Bank Package III. A position on the LCR requirement for Danish SIFIs awaits the European Commission’s decision in 2014 on the final definition of the LCR requirement, including clarification of which assets can be used in complying with the LCR requirement, in particular whether Danish covered bonds can be used. All SIFIs must comply with the LCR requirement by 2015. The framework also contains stricter requirements for the quality of capital that may count as CET1 capital and for the calculation of RWA. The Group estimates that the effect of the CRR and the CRD IV Directive on its common equity tier 1 capital ratio at 1 January 2014 will be a reduction of about 1.9 percentage points when the rules are fully phased in in 2018. The reduction entails changes in various elements.

As regards liquidity, the EU Commission imposed two liquidity ratios with effect from 2015: the LCR and the Net Stable Funding Ratio (“**NSFR**”). The LCR stipulates that banks must have a liquidity buffer that ensures a survival horizon of at least 30 calendar days in the case of a seriously stressed liquidity situation. The NSFR is intended to ensure a sound funding structure by promoting an increase in long-dated funding. The NSFR stipulates that at all times banks must have stable funding equal to the amount of their illiquid assets for one year ahead.

In Europe, the focus is on the LCR, but the full definition of the LCR is still awaiting additional delegated legislation from the EU Commission in 2014. Nevertheless, it is of great significance in the measurement of the Group’s liquidity buffer with the LCR that the CRD IV Directive and the delegated legislation enables most of the Group’s holdings of covered bonds, including Danish mortgage bonds, to be classified as level 1 liquid assets, on par with Danish government bonds, for example.

With an LCR of 119 per cent. at the end of the first quarter of 2014, the Group complied with the LCR requirement as defined by the DFSA. The Group also complied with all other liquidity requirements. Stress tests show that the Group has sufficient liquidity buffer for more than the coming 12 months.

Solvency II (insurance)

Once the new international insurance solvency rules, Solvency II, take effect, not expected before 2016, the requirements for capital strength in the insurance area will be the focus of attention. The rules are intended to protect customers' funds and will generally increase the capital requirements. Danica Pension is well-prepared for the new rules. Danica Pension is closely monitoring the work on the coming EU solvency rules, Solvency II which, among other things, are set to change the existing volume-based capital requirement to a capital requirement that more accurately reflects the risks involved in the operation.

Solvency II was previously set to take effect at 1 January 2014, but is now expected to take effect at 1 January 2016. The postponement is due to the many remaining unresolved issues that are holding up the legislative process. A central unresolved issue is the treatment of long-term guarantees. Despite the lingering uncertainty as to the effective date of Solvency II, Danica Pension has already begun to prepare for the transition to Solvency II.

Recent Developments

In company announcement no. 18 of 13 June 2014 the Issuer announced that it has decided to withdraw its appeal against the Danish Financial Supervisory Authority's (FSA's) orders of 17 June 2013. The appeal concerns the Bank's use of the internal ratings-based approach for capital adequacy purposes (the IRB approach). This was described in greater detail in the Bank's company announcements No. 9/2013 of 17 June 2013 and No. 10/2013 of 12 June 2013.

The Company Announcement is not incorporated by reference to this Base Prospectus, however the full text can be found at www.danskebank.com.

Management of Danske Bank

The Issuer's administrative bodies are the Board of Directors and the Executive Board. The Board of Directors, which consists of non-executive directors, is elected by the shareholders of the Issuer at the annual general meeting, with the exception of those directors who are elected pursuant to prevailing law concerning employee representation on the Board of Directors (currently five). The non-employee directors, who are elected by the shareholders, are elected for terms of one year and the number of such directors may range from six to ten. Directors are eligible for re-election. The Issuer's Executive Board may consist of two to ten members who are responsible for the day-to-day business and affairs of the Issuer. The business address of the Board of Directors and the Executive Board is 2-12 Holmens Kanal, DK-1092 Copenhagen K, Denmark.

The present members of the Board of Directors and their external positions are as follows:

Members of the Board of Directors elected by the general meeting

Ole Andersen, Chairman

Directorships and other offices:

Bang & Olufsen A/S (Chairman)

Chr. Hansen Holding A/S (Chairman)

EQT Partners (Senior Advisor)

NASDAQ OMX Nordic (Member of the Nomination Committee)

Zebra A/S (Chairman).

Trond Ø. Westlie, Vice Chairman

Directorships and other offices:

Group Chief Financial Officer and member of the Executive Board of A.P. Møller-Mærsk A/S and Firmaet A.P. Møller

A.P. Møller-Mærsk Group - Chairman or member of the board of directors of the subsidiaries

- Dansk Supermarked A/S (Vice Chairman)
- Maersk A/S
- Maersk Drilling Holding A/S
- Maersk Drilling A/S
- Maersk Shipping 1 A/S
- Maersk Shipping 2 A/S
- Maersk Tankers A/S
- Mærsk Oil & Gas A/S
- Rederiet A.P. Møller A/S
- APM Terminals B.V.
- APM Terminals Management B.V.

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- Odense Staalskibsværft A/S

Danish Ship Finance A/S (Danmarks Skibskredit A/S) (Member of the board of directors and of the audit committee)

Pepita AS

Shama AS (member of Executive Board)

Tønsberg Delikatesse AS.

Urban Bäckström

Directorships and other offices:

Rederiet AB Gotland (Chairman) and the subsidiary

- Destination Gotland AB

Lars Förberg

Directorships and other offices:

Managing Partner, Cevian Capital

Alent Plc (Member of the board of directors)

Metso Oyj (Chairman of the Nomination Committee)

Tieto Oyj (Chairman of the Nomination Committee)

AB Volvo (Member of the Nomination Committee).

Jørn P. Jensen

Directorships and other offices:

Deputy CEO and Chief Financial Officer of Carlsberg A/S and Carlsberg Breweries

Carlsberg Group - Chairman or board member in the subsidiaries

- Carlsberg Breweries A/S
- Danish Malting Group A/S
- Carlsberg IT A/S (Chairman)
- Carlsberg Finans A/S (Chairman)
- Carlsberg Supply Company AG, Switzerland (Chairman)
- Carlsberg Ejendomme Holding A/S (Chairman)
- Investeringsaktieselskabet af 02.12.2005 (Chairman)
- Carlsberg Insurance A/S
- Carlsberg Invest A/S (Chairman)

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- Carlsberg International A/S (Chairman)
- Boliginteressentskabet Tuborg (Chairman)
- Ejendomsaktieselskabet Tuborg Nord C (Chairman)
- Ejendomsaktieselskabet af 4. marts 1982 (Chairman)
- Oy Sinebrychoff Ab, Finland
- Carlsberg Accounting Service Centre SP.z.o.o., Poland (Chairman)
- Baltika Breweries, Russia
- Feldschlösschen Getränke Holding AG, Switzerland

Directorships and other offices outside Carlsberg Group

Carlsberg Byen P/S (Vice Chairman) and the subsidiaries

- Carlsberg Byen I A/S (Vice Chairman)
- Carlsberg Byen Komplementar ApS (Vice Chairman)
- Carlsberg Byen Ejendomme P/S (Vice Chairman)
- Carlsberg Byen Komplementar Byggefelt 8 ApS
- Carlsberg Byen Ejendomme I P/S (Vice Chairman)
- Carlsberg Byen Komplementar I ApS

Committee on Corporate Governance

DONG Energy A/S (Board member and member of the audit and risk committee).

Rolv Erik Ryssdal

Directorships and other offices:

Chief Executive Officer of Schibsted Media Group

Schibsted Media Group - Chairman of the subsidiaries

J.E. Pedersen & Co. (member of the board of directors)

Carol Sergeant

Directorships and other offices:

Private sector directorships

Secure Trust Bank plc

Martin Currie Holdings Limited

Public policy positions

Member of High-level Expert Group on reforming the structure of the EU banking sector (Liikanen Group)

Chairman, Simple Financial Products Steering Group, HM Treasury, UK

Member UK Steering Committee on Internal Audit guidance for financial services

Charity and academic positions

Public Concern at Work (UK Whistleblowing charity) (Chairman)

Cass Business School (Advisory Board member)

Newnham College, Cambridge (Board member)

St. Paul's Cathedral Foundation (Trustee)

Standards Policy and Strategy Committee (British Standards Institution advisory committee) (Chairman)

The Lloyds Register Foundation (Trustee)

The Governing Council of the Centre for the Study of Financial Innovation (CSFI) (member).

Jim Hagemann Snabe

Directorships and other offices:

Allianz SE (member of the board of directors)

Bang & Olufsen A/S (Vice Chairman)

SAP SE (member of the board of directors)

Siemens AG (member of the board of directors)

Snabe ApS (CEO).

Members of the Board of Directors elected by the Group's employees in Denmark

Kirsten Ebbe Brich

Directorships and other offices:

Danske Kreds (Member of the executive committee)

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Carsten Eilertsen	Senior Personal Customer Adviser
Directorships and other offices:	Apostelgaardens Fond (Vice Chairman) Danske Kreds (Vice Chairman) Danske Unions The Parish Church Council of Sct. Mortens Church (Vice Chairman) The Næstved Cemeteries.
Charlotte Hoffmann	Personal Customer Adviser
Directorships and other offices:	None.
Steen Lund Olsen	
Directorships and other offices:	Danske Kreds (President of the executive committee) Finansforbundet (Financial Services Union Denmark) (Member of the executive committee)

The present members of the Executive Board and their external positions are as follows:

Thomas F. Borgen	Chief Executive Officer
Directorships and other offices:	Forsikringselskabet Danica, Skadeforsikringsaktieselskab af 1999 (Chairman) and the subsidiary <ul style="list-style-type: none">Danica Pension, Livsforsikringsaktieselskab (Chairman) Kong Olav V's Fond.
Tonny Thierry Andersen	Head of Personal Banking
Directorships and other offices:	Danish Bankers Association (Chairman) Bankernes Kontantservice A/S Danske Bank International S.A. (Chairman) Danske Bank Oyj (Chairman) Nets Holding A/S Realkredit Danmark A/S (Chairman) The Private Contingency Association for the Winding up of Distressed Banks, Savings Banks and Cooperative Banks (Chairman) Olga og Esper Boels Fond Ejendomsaktieselskabet Boels Gård

	YPO, Young Presidents Organization, Treasurer
	Værdiansættelsesrådet
	ICC Danmark
	Danish Economic Council.
Jim Ditmore	Head of Group Services and Group IT (COO)
Directorships and other offices:	ITPeopleNetwork (Member of the board)
Robert Endersby ¹⁰	Head of Group Risk Management (CRO)
Directorships and other offices:	Danske Bank Oyj
	Northern Bank Limited.
Lars Mørch	Head of Business Banking
Directorships and other offices:	Northern Bank Limited (Chairman)
	Realkredit Danmark A/S (Vice Chairman)
	Danske Leasing A/S (Chairman).
	Danish Employers' Association for the Financial Sector (Vice Chairman of the board of directors)
	Dagmar Marshalls Foundation (Member of the board of directors)
	Grænsefonden (Member of the board of directors)
Henrik Ramlau-Hansen	Head of Group Finance & Legal (CFO)
Directorships and other offices:	Forsikringsselskabet Danica,
	Skadeforsikringsaktieselskab af 1999 (Vice Chairman) and the subsidiary
	<ul style="list-style-type: none"> • Danica Pension, Livsforsikringsaktieselskab.
	Kreditforeningen Danmarks Pensionsafvklingskasse (Chairman)
	LR Realkredit A/S
	Realkredit Danmark A/S
Glenn Söderholm	Head of Corporates & Institutions
Directorships and other offices:	Danish Ship Finance A/S (Danmarks Skibskredit A/S) (Member of the board of directors)

The external positions for the members of the Board of Directors and the Executive Board may change. Updates of this information can be found on the Danske Bank homepage, www.danskebank.com/corporategovernance.

After application of the relevant laws and conflict of interest policies of the Issuer, no potential conflicts of interest exist between the duties to the Issuer of the persons on the Board of Directors and the Executive Board and their private interests and/or other duties listed above.

¹⁰ Robert Endersby is leaving his position as Head of Group Risk Management and Member of the Executive Board by no later than the end of 2014.

SUBSCRIPTION AND SALE

In respect of each Tranche of Securities issued under the Programme, a Dealer may, by entering into a purchase agreement (unless the Dealer is Danske Bank A/S or any affiliate), agree with the Issuer the basis upon which it agrees to purchase Securities. Any such agreement will extend to those matters stated under “*Form of the Securities*” and “*Terms and Conditions of the Securities*” above.

United States of America (the “United States”)

No issue of Securities has been, or will be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and trading in the Securities has not been approved by the Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. No issue of Securities, or interests therein, may at any time be offered, sold, resold, traded or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade, pledge, exercise, transfer or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Offers, sales, resales, trades, pledges, exercise, transfers or deliveries of an issue of Securities, or interests therein, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. persons would constitute a violation of United States securities laws and would not be recognised. As used herein, “**United States**” means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction, and “**U.S. person**” has the meaning given in Regulation S under the Securities Act.

Each Dealer will be required to agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have agreed) in relation to an issue of Securities that it will not at any time offer, sell, resell, trade, pledge, exercise, transfer or deliver, directly or indirectly, such Securities in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade, pledge, exercise, transfer or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any such U.S. person. Any person purchasing any Securities must agree with the relevant Dealer or the seller of such Securities that (i) it will not at any time offer, sell, resell, trade, pledge, exercise, transfer or deliver, directly or indirectly, any such Securities so purchased in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade, pledge, exercise, transfer or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person, (ii) it is not purchasing any such Securities for the account or benefit of any U.S. person and (iii) it will not exercise or make offers, sales, resales, trades, pledges, transfers or deliveries of any such Securities (otherwise acquired), directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Each Dealer will be required to agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have agreed, and any person purchasing any Securities must agree, to send each person who purchases such Securities from it a written confirmation (which shall include the definitions of “United States” and “U.S. persons” set forth herein) stating that the Securities have not been registered under the Securities Act and that such purchaser agrees that it will not at any time offer, sell, resell, pledge, exercise, transfer or deliver such Securities, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer will be required to represent and agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have represented and agreed) that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- (i) if the final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Securities to the public” in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

United Kingdom

Each Dealer will be required to represent and agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have represented and agreed) that:

- (a) **Financial promotion:** it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (b) **General compliance:** it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

SUBSCRIPTION AND SALE

Denmark

Each Dealer will be required to represent and agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have represented and agreed) that it has not offered or sold and will not offer, sell or deliver any Securities directly or indirectly in Denmark by way of a public offering, unless in compliance with the Danish Consolidated Act No. 227 of 11 March 2014 on Trading in Securities, as amended, and any Executive Orders issued thereunder and in compliance with Executive Order 1583 of 18 December 2013 to the Danish Financial Business Act.

Finland

Each Dealer will be required to represent and agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have represented and agreed) that it has not offered or sold and will not offer, sell or deliver any securities, directly or indirectly, in Finland by way of a public offering, unless in compliance with all applicable provisions of the laws of Finland, including the Finnish Securities Markets Act (746/2012) and any regulation issued thereunder, as supplemented and amended from time to time.

Sweden

Each Dealer will be required to represent and agree (or, if the Dealer is Danske Bank A/S or any affiliate thereof, will be deemed to have represented and agreed) that it has not offered or sold and will not offer, sell or deliver any Securities, directly or indirectly in Sweden by way of a public offering, unless in compliance with all applicable provisions of the laws of Sweden and in particular in compliance with the Swedish Financial Instruments Trading Act (lagen (1991:980) om handel med finansiella instrument) and any regulation or rule issued thereunder, as supplemented and amended from time to time.

General

With the exception of the application to the FIN-FSA for the approval of this document as a Base Prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Finland, no action has been or will be taken in any country or jurisdiction by the Issuer or any Dealer that would permit a public offering of Securities, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Base Prospectus or any Final Term comes are required by the Issuer and any Dealer to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Securities or have in their possession or distribute such offering material, in all cases at their own expense.

TAXATION

The following is a general description of relevant tax considerations and is not to be regarded as a complete tax analysis of all tax issues related to the Securities. This general description is based upon the law in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Prospective holders of Securities should consult their professional tax advisers if they are in any doubt about their own tax position.

Denmark

The following summary applies to investors who are fully liable to tax in the Kingdom of Denmark. Investors who are fully liable to tax in the Kingdom of Denmark are individuals residing in the Kingdom of Denmark or individuals staying in the Kingdom of Denmark for a period of at least six months, as well as companies, foundations, etc., that are registered in the Kingdom of Denmark or whose effective place of management is in the Kingdom of Denmark.

The tax treatment applicable to an investor depends on the individual circumstances of such investor and such individual circumstances, as well as Danish tax law, may be subject to change in the future.

A Security qualifies as a financial contract under Danish tax law and gains and losses are taxed on an annual basis according to the “mark-to-market principle”, i.e. realised as well as unrealised gains and losses have to be recognised for tax purposes.

Individuals are liable to tax on capital gains and losses can be set-off or deducted pursuant to special rules. Taxable capital gains and deductible losses are included in the capital income. Losses can be set-off against any capital gains of financial contracts of the same income year. Further losses can be deducted directly from the capital income if such losses do not exceed the taxed net gains on financial contracts in previous income years from and including the income year 2002. Any further losses can be set-off against realised net gains on shares traded on a regulated market. This set-off is conditional on the fact that (i) the Securities are solely linked to Reference Item(s) which are shares or share indices and (ii) either the Securities, the relevant shares or the shares comprising the relevant share index are traded on a regulated market. Any residual losses can be carried forward in the following income years and be set-off against net capital gains of financial contract or net gains from shares traded on a regulated market.

Self-employed persons cannot invest funds encompassed by the special business income scheme in the Securities.

Investors liable to tax on pensions returns, e.g. life insurance companies, may invest in Securities. Private funds placed in individual pension schemes with banks cannot be used for investments in Securities.

Companies, foundations, etc., that are registered in the Kingdom of Denmark or whose management is based in the Kingdom of Denmark are liable to tax on capital gains and losses are deductible in the taxable income.

For holders of Securities who are not fully liable to tax in the Kingdom of Denmark or who are subject to a Danish joint taxation scheme and do not carry on business in the Kingdom of Denmark through a permanent establishment, (i) payments to any such holder are not subject to taxation in the Kingdom of Denmark, (ii) no withholding tax will be required on such payments, (iii) any gain realised upon the sale, exchange or retirement of a Security will not be subject to taxation in the Kingdom of Denmark and (iv) the applicable tax treatment is determined by the rules of the country of their residence.

Finland

The following summary applies to investors who are fully liable to tax in Finland, i.e. tax residents in Finland. Investors who are fully liable to tax in Finland are individuals having their home or main abode in Finland or individuals staying in Finland for a continuous period of more than six months, as well as companies, that are registered in Finland or otherwise established under Finnish law. A Finnish citizen is, however, normally deemed to be fully liable to tax in Finland until three years have elapsed from the end of the year during which he left the country.

The tax treatment applicable to an investor depends on the individual circumstances of such investor and such individual circumstances, as well as Finnish tax law, may be subject to change in the future.

Investors should note that Finnish tax laws do not include any specific provisions on taxation of warrants. Therefore some interpretation risks may exist related to the taxation of warrants. The description below is based on interpretation of general Finnish tax provisions, a decision of the Finnish Supreme Administrative Court (KHO 2013:117) and the guidelines of the Finnish Tax Administration.

Individuals are liable to capital income tax on realised capital gains. Capital losses are deductible only from capital gains derived in the same year as the year of the relevant loss or in the five subsequent tax years. The taxable capital gain is computed by deducting from the disposal proceeds or from the Cash Settlement Amount, if held until expiry, the greater of the acquisition cost plus the sales cost, or 20 per cent. of the proceeds or of the Cash Settlement Amount (the so called “presumed acquisition cost”). The presumed acquisition cost is 40 per cent. of the proceeds/Cash Settlement Amount if the assets have been held for at least ten years. The current tax rate applicable to capital income of individuals up to and including EUR 40,000 is 30 per cent., while it is 32 per cent. for the portion of capital income exceeding EUR 40,000.

Holding of Securities until their expiry or disposal of them before their expiry is regarded as an event realising a capital gain or loss in taxation. If a Security expires worthless and no Cash Settlement Amount is paid, the loss is considered as a capital loss in taxation.

Capital gains arising from disposal of assets, such as Securities, are exempted from tax provided that the sale prices of all assets sold by the individual during the calendar year do not, in the aggregate, exceed EUR 1,000. Correspondingly, capital losses are not tax deductible if the sale prices of all assets disposed of during the calendar year do not, in the aggregate, exceed EUR 1,000 and if the aggregated acquisition costs for respective disposals during the tax year do not exceed EUR 1,000.

For limited companies and other entities subject to tax, income received in respect of any Securities is regarded as taxable income regardless of whether the Securities are disposed of or held until expiry. Limited companies’ and other entities’ taxable income is determined separately for the income sources of business income, income from agriculture and other income source. If the Securities belonged to business income source, the acquisition cost of Securities, including acquisition costs and any sales related expenses, are generally deductible from the sales price or the Cash Settlement Amount of the relevant Securities and from other profits of the business income source. Any unutilized loss of the business income source (including a capital loss due to disposal or expiry of the Securities) can be carried forward for 10 tax years. Capital losses on the disposal of Securities which are part of the other income source are deductible only against capital gains during the tax year and the five subsequent years. The loss in the business income source cannot be offset against a profit of other income source and *vice versa*. The current tax rate for limited companies and other entities subject to corporate tax is 20 per cent.

Transfer tax

Securities are not likely to fall into the definition of “securities” for the purposes of the Transfer Tax Act (Varainsiirtoverolaki 931/1996). Further, securities issued by a foreign issuer are not subject to transfer tax. Should the Securities be determined to be subject to the Transfer Tax Act, disposals of Securities against

a fixed monetary consideration would, however, in any event be exempt from the transfer tax when the Securities have been admitted to be traded publicly in regular trading open to the public on regulated market in Finland or elsewhere in the EEA (as defined in Article 15a of the Transfer Tax Act) and the disposal takes place through a broker or a party to the disposal is an investment firm referred to in the Finnish Act on Investment Services (747/2012) or that transferee has been accepted as a trading party on the market where the transfer takes place.

Sweden

The following summary applies to investors who are domiciled and fully liable to tax in Sweden, i.e. tax residents in Sweden. The summary only applies to Securities which from a Swedish tax perspective are regarded as listed. The information below is general and does not cover all categories of tax payers or situations e.g. the information does not cover the taxation of investments made through an investment savings account (“investeringssparkonto”) or securities treated as current assets (“lager”) for tax purposes. Other tax consequences may apply for investors who are not domiciled in Sweden and considered non-residents for tax purposes in Sweden.

The tax treatment applicable to an investor depends on the individual circumstances of such investor and such individual circumstances, as well as Swedish tax law, may be subject to change in the future. Tax consequences that are not outlined below may arise and an investor should seek advice from their tax advisors prior to any decision to invest in the securities.

Disposal of securities are generally taxed according to the capital gains rules. Capital gains/losses are calculated as the difference between the relevant sales price (less any sales costs) and the relevant acquisition costs. Acquisition costs are generally determined based on the “average method”, meaning that the average acquisition cost of securities of the same kind is to be used.

Normally the Reference Item(s) to which a Security is linked are decisive when determining the tax consequences of an investment in the Security. If such Reference Item(s) are shares or share indices or a basket of shares the relevant Security will be taxed as share-linked right (“delägar rätt”). If such Reference Item(s) are other types of indices, the relevant Security will be taxed as a receivable (“fordrings rätt”).

Individuals are liable to tax on capital gains as investment income at a tax rate of 30 per cent. Capital losses on listed share-linked rights can be fully set off against capital gains on shares, share-linked rights and other types of securities taxed as shares. Any further loss is deductible at 70 per cent against any other investment income.

Capital losses on listed Swedish and foreign receivables are fully deductible against other investment income. Capital losses on other assets are deductible at 70 per cent. against other investment income.

Companies and other legal entities are normally taxed on all income. Capital gains on share-linked rights, receivables and other assets are included in the company income and taxed at a rate of 22 per cent.

Capital losses can be set-off against other company income. However, capital losses on share-linked rights can only be set-off against capital gains derived from the disposal of shares and other types of securities taxed as shares in the same year. Capital losses on share-linked rights which are not utilised can be carried forward indefinitely. Such losses may, subject to special rules, in some circumstances be utilized by other group companies against that group company’s capital gains on shares and other types of securities taxed as shares.

EU Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar

income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the Directive, in particular to include additional types of income payable on securities. The Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

For a transitional period, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The changes referred to above will broaden the types of payments subject to withholding in those Member States which still operate a withholding system when they are implemented. In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (“**FATCA**”) impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a “foreign financial institution”, or “**FFI**” (as defined by FATCA)) that does not become a “**Participating FFI**” by entering into an agreement with the U.S. Internal Revenue Service (“**IRS**”) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a “United States account” of the Issuer (a “**Recalcitrant Holder**”). The Issuer is classified as an FFI.

The new withholding regime will be phased in beginning 1 July 2014 for payments from sources within the United States and will apply to “**foreign passthru payments**” (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Securities characterised as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the “**grandfathering date**”, which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any Securities characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Securities are issued before the grandfathering date, and additional Securities of the same series are issued on or after that date, the additional Securities may not be treated as grandfathered, which may have negative consequences for the existing Securities, including a negative impact on market price.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an “**IGA**”). Pursuant to FATCA and the “Model 1” and “Model 2” IGAs released by the United States, an FFI in an IGA signatory country could be treated as a “**Reporting FI**” not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being “**FATCA Withholding**”) from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain

information in respect of its account holders and investors to its home government or to the IRS. The United States and Denmark have entered into an agreement (the “US-Denmark IGA”) based largely on the Model 1 IGA.

If the Issuer is treated as a Reporting FI pursuant to the US-Denmark IGA it does not anticipate that it will be obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. Accordingly, the Issuer and financial institutions through which payments on the Securities are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Securities is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

Whilst the Securities are cleared through the Clearing Systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Securities by the Issuer and any paying agent, given that each of the entities in the payment chain between the Issuer and the participants in the Clearing Systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Securities.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Securities.

Hiring Incentives to Restore Employment Act

The U.S. Hiring Incentives to Restore Employment Act introduced Section 871(m) of the U.S. Internal Revenue Code of 1986 which treats a “dividend equivalent” payment as a dividend from sources within the United States. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the IRS. A “dividend equivalent” payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). Proposed U.S. Treasury regulations expand the scope of withholding under Section 871(m) beginning 1 January 2016.

While significant aspects of the application of Section 871(m) to the Securities are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Securities.

TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

GENERAL INFORMATION

1. The establishment of the Programme was authorised by a resolution of the Executive Board of Directors of the Issuer. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Securities.
2. Application may be made for Securities issued under the Programme to be admitted to trading and to be listed on the NASDAQ OMX Copenhagen A/S, the NASDAQ OMX Helsinki Oy, the NASDAQ OMX Stockholm AB and the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)). No assurance can be given that any such application will be successful.

Securities may also be issued pursuant to the Programme which will not be admitted to trading and be listed on the NASDAQ OMX Copenhagen A/S and/or the NASDAQ OMX Helsinki Oy and/or the NASDAQ OMX Stockholm AB and/or the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)) or any other listing authority, stock exchange and/or quotation system or which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Issuer and the Dealer may agree.

Securities admitted to trading on the NASDAQ OMX Copenhagen A/S, the NASDAQ OMX Helsinki Oy, the NASDAQ OMX Stockholm AB and the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)) will cease to be traded on the Final Trading Day specified in the relevant Final Terms, unless otherwise provided by the rules of the relevant exchange.

3. The appropriate codes required by the VP, Euroclear Sweden or Euroclear Finland will be specified in the relevant Final Terms. The VP, Euroclear Sweden and/or Euroclear Finland, as the case may be, are the entities in charge of keeping the records.

Trading in Securities through the VP, Euroclear Sweden or Euroclear Finland, as the case may be, may take place from (and including) the Issue Date to (and including) the fifth Business Day following the Expiration Date of such Securities (the “**Record Date**”) or as otherwise specified by the rules of the relevant clearing system. The anticipated Record Date in respect of an issue of Securities will be specified in the relevant Final Terms.

4. Settlement arrangements will be agreed between the Issuer, the Dealer and the VP/ES Systems Agent or the EFi Systems Agent, as the case may be, in relation to each Tranche of Securities.
5. The relevant Final Terms will contain at least the following information in respect of each relevant Tranche of Securities (if applicable): Series number, Settlement Currency, Issue Date, Issue Price (where applicable), the Reference Item(s) to which the Securities relate, Cash Settlement Date, Listing, appropriate codes and the relevant clearing system(s) (for example: the VP, Euroclear Sweden and/or Euroclear Finland, as the case may be).
6. 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.
7. (i) There has been no significant change in the financial position of the Issuer or of the Issuer and its subsidiaries taken as a whole since 31 March 2014, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared; and

- (ii) there has been no material adverse change in the prospects of the Issuer since 31 December 2013, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.
8. The annual financial statements of the Issuer for the financial years ended 31 December 2013 and 31 December 2012 have, in each case, been audited by KPMG Statsautoriseret Revisionspartnerselskab (“KPMG”) of Osvald Helmuths Vej 4, Postboks 250, DK-2000 Frederiksberg, being the relevant independent public auditors of the Issuer for such period. Unqualified opinions have been reported on such financial statements and KPMG is a member of “FSR - Danske Revisorer” (Association of State Authorised Public Accountants).
9. For so long as the Programme remains in effect or any Securities shall be outstanding, hard copies of the following documents will be available, upon request, free of charge, from the registered office of the Issuer, from the specified office of any Dealer and from the Specified Office of the Systems Agents, (where applicable) with an English translation thereof:
- (a) the Articles of Association of the Issuer (a copy of which shall be available free of charge);
 - (b) this Base Prospectus and any document incorporated by reference therein;
 - (c) any future Base Prospectuses and supplements to the Base Prospectus and any other documents incorporated herein or therein by reference;
 - (d) the Systems Agency Agreement;
 - (e) the audited annual financial statements of the Issuer for the financial years ended 31 December 2013 and 31 December 2012 in each case together with the auditors' report thereon; and
 - (f) subject as provided below, any Final Terms. In the case of any Securities which are not admitted to listing, trading or quotation on any listing authority, stock exchange or quotation system or which are not offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive, copies of the relevant Final Terms will only be available for inspection by a Holder of such Securities.
10. This Base Prospectus and the relevant Final Terms, in relation to any Series of Securities admitted to trading and listed on the NASDAQ OMX Helsinki Oy, will be available at www.danskebank.fi. Any Final Terms in relation to a Series of Securities admitted to trading and listed on the NASDAQ OMX Copenhagen A/S and/or the NASDAQ OMX Stockholm AB and/or the Nordic Growth Market NGM AB (NDX Sweden or NDX Finland (as applicable)), will be available at www.danskebank.dk and www.danskebank.com.
- A paper copy of this Base Prospectus shall be delivered to investors upon request and free of charge by the Issuer, any Dealer or any financial intermediary.
11. Save as otherwise specified in the relevant Final Terms, the Issuer does not intend to provide post-issuance information, if not otherwise required by all applicable laws and regulations.

REGISTERED OFFICE OF THE ISSUER

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2-12 Holmens Kanal
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DEALER AND CALCULATION AGENT

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DANSKE BANK A/S WARRANT AND CERTIFICATE PROGRAMME

BASE PROSPECTUS 2 JULY 2014

OHJELMAESITTEEN TIIVISTELMÄ

Tiivistelmät koostuvat sääntelyn edellyttämistä tiedoista, joita kutsutaan nimellä ”osatekijät”. Nämä osatekijät on numeroitu jaksoittain A–E (A.1–E.7). Tämä tiivistelmä sisältää kaikki ne osatekijät, jotka warrantteista ja sertifikaateista (Securities) ja liikkeeseenlaskijasta tulee esittää tiivistelmässä. Osatekijöiden numerointi ei välttämättä ole juokseva, koska kaikkia osatekijöitä ei ole esitettävä tässä tiivistelmässä. Vaikka arvopaperin ja liikkeeseenlaskijan luonne edellyttäisi jonkin osatekijän sisällyttämistä tiivistelmään, on mahdollista, ettei kyseistä osatekijää koskevaa merkityksellistä tietoa ole lainkaan. Tällöin osatekijä tulee kuvata lyhyesti tiivistelmässä, ja siinä tulee selittää, miksi se ei sovellu.

Jakso A – Johdanto ja varoitukset

Osatekijä	
A.1	<ul style="list-style-type: none">• Tätä tiivistelmää on pidettävä tämän ohjelmaesitteen (Base Prospectus) ja relevanttien lopullisten ehtojen (Final Terms) johdantona.• Warrantteja ja sertifikaatteja koskeva sijoituspäätös on tehtävä perustuen tähän ohjelmaesitteeseen kokonaisuutena, mukaan lukien siihen viittaamalla sisällytyt asiakirjat ja relevantit warranttien ja sertifikaattien lopulliset ehdot.• Jos Euroopan talousalueen jäsenvaltion tuomioistuimessa pannaan vireille tähän ohjelmaesitteeseen ja relevantteihin lopullisiin ehtoihin sisältyviä tietoja koskeva kanne, kantaja voi tämän jäsenvaltion kansallisen lainsäädännön mukaan joutua ennen oikeudenkäynnin vireillepanoa vastaamaan tämän ohjelmaesitteen ja relevanttien lopullisten ehtojen käännöskustannuksista.• Siviilioikeudellista vastuuta ei sovelleta liikkeeseenlaskijaan missään tällaisessa jäsenvaltiossa vain tämän tiivistelmän perusteella, sen käännös mukaan luettuna, ellei tiivistelmä ole harhaanjohtava, epätarkka tai epäjohdonmukainen suhteessa tämän ohjelmaesitteen muihin osiin ja relevantteihin lopullisiin ehtoihin tai jos tuossa jäsenvaltiossa tapahtuneen direktiivin 2010/73/EU relevanttien säännösten täytäntöönpanon jälkeen tiivistelmässä ei yhdessä tämän ohjelmaesitteen muiden osien ja relevanttien lopullisten ehtojen kanssa anneta keskeisiä tietoja (kuten määritelty esitedirektiivin artiklassa 2.1(s)) sijoittajien auttamiseksi, kun he harkitsevat warrantteihin tai sertifikaatteihin sijoittamista.
A.2	<p>[Ei sovellu – [warrantteja ja sertifikaatteja ei tarjota esitedirektiivissä tarkoitetulla tavalla] / Warrantteja ja sertifikaatteja voidaan tarjota vain siinä tapauksessa, että on olemassa poikkeus esitedirektiivin mukaisesta esitteen julkaisemisvelvollisuudesta (“poikkeukseen perustuva tarjous”).]</p> <p>[Warrantteja ja sertifikaatteja voidaan tarjota siinä tapauksessa, että ei ole olemassa poikkeusta esitedirektiivin mukaisesta esitteen julkaisemisvelvollisuudesta (“ilman poikkeusta tehtävä tarjous”).]</p> <p><i>Suostumus:</i> Ottaen huomioon jäljempänä esitettävät ehdot Liikkeeseenlaskija suostuu siihen, että [Danske Bank A/S] / relevanttien järjestäjien (<i>Dealer Managers</i>) nimet], [lopullisissa ehdoissa listattujen erityisten rahoituksenvälittäjien nimet,] [ja] kukin rahoituksenvälittäjä, jonka nimi on julkistettu liikkeeseenlaskijan verkkosivuilla (www.danskebank.com) ja joka on relevantin ilman poikkeusta tehtävän tarjouksen valtuutettu tarjoaja (kukin ”valtuutettu tarjoaja”) käyttävät tätä ohjelmaesitettä warranttien ja sertifikaattien ilman poikkeusta tehtävässä tarjouksessa.</p>

	<i>Tarjousaika:</i> Edellä mainittu liikkeeseenlaskijan suostumus koskee warranttien ja sertifikaattien ilman poikkeusta tehtävää tarjousta [<i>liikkeeseenlaskun tarjousaika määritellään tässä ("tarjousaika")</i>].
	<i>Suostumuksen ehdot:</i> Liikkeeseenlaskijan suostumuksen ehtoina on, että suostumus (a) on voimassa ainoastaan tarjousaikana; ja (b) koskee ainoastaan tämän ohjelmaesitteen käyttöä warrantti- ja sertifikaattierien ilman poikkeusta tehtävissä tarjouksissa [<i>määrittele jokainen relevantti jäsenvaltio, jossa tiettyä warrantti- ja sertifikaattierää voidaan tarjota</i>].
	MIKÄLI SJOITTAJA AIKOO HANKKIA TAI HANKKII WARRANTTEJA TAI SERTIFIKAATTEJA VALTUUTETULTA TARJOAJALTA ILMAN POIKKEUSTA TEHTÄVÄSSÄ TARJOUKSESSA JA VALTUUTETTU TARJOAJA TARJOAA TAI MYY WARRANTTEJA TAI SERTIFIKAATTEJA SJOITTAJALLE, TÄMÄ TEHDÄÄN VALTUUTETUN TARJOAJAN JA SJOITTAJAN VÄLISTEN EHTOJEN JA MUIDEN JÄRJESTELYJEN MUKAISESTI MUUN MUASSA HINTAAN, ALLOKAATIOON JA SELVITYSJÄRJESTELYIHIN LIITTYEN. SJOITTAJAN ON PYYDETTÄVÄ TÄLLAISET TIEDOT VALTUUTETULTA TARJOAJALTA TARJOUKSEN AJANKOHTANA, JA VALTUUTETTU TARJOAJA VASTAA TÄLLAISISTA TIEDOISTA.]

Jakso B – Liikkeeseenlaskija

Osatekijä	Otsikko	
B.1	Virallinen nimi ja muu liiketoiminnassa käytetty toiminimi	Danske Bank A/S (" liikkeeseenlaskija ")
B.2	Kotipaikka/ oikeudellinen muoto/sovellettava laki/perustamismaa	Liikkeeseenlaskija perustettiin Tanskassa, ja se yhtiöitettiin 5.10.1871. Liikkeeseenlaskija on osakeyhtiömuotoinen liikepankki, ja se harjoittaa liiketoimintaa Tanskan rahoitustoimintalain puitteissa. Liikkeeseenlaskija on rekisteröity Tanskan kauppa- ja yritysrekisteriin, ja sen tanskalainen yritysrekisterinumero on 61126228.
B.4b	Tiedossa olevat suuntaukset, jotka vaikuttavat Liikkeeseenlaskijaan ja sen toimialaa	Ei sovellu – Tiedossa ei ole suuntauksia, epävarmuustekijöitä, vaatimuksia, sitoumuksia tai tapahtumia, jotka kohtuullisesti arvioituina voisivat todennäköisesti vaikuttaa olennaisesti liikkeeseenlaskijan näkymin sen meneillään olevan tilikauden aikana.
B.5	Kuvaus Konsernista	Liikkeeseenlaskija on Danske Bank -konsernin (" konserni ") emoyhtiö. Liikkeeseenlaskija on kansainvälinen vähittäispankki, joka toimii 15 maassa keskittyen Pohjoismaihin. Tanskassa asiakkaita palvelevat myös pääkonttorin osastot, rahoituskeskukset ja tytäryhtiöt. Konsernilla on sivuliikkeet Lontoossa, Hampurissa ja Varsovassa sekä edustusto Moskovassa. Luxemburgissa toimiva tytäryhtiö palvelee yksityispankkiasiakkaita ja Pietarissa toimiva tytäryhtiö palvelee yritys pankkiasiakkaita. Lisäksi konserni harjoittaa arvopaperivälitystä New Yorkissa.
B.9	Tulosennuste tai -arvio	Ei sovellu – Tässä ohjelmaesitteessä ei ole esitetty tulosennusteita tai -arvioita.
B.10	Tilintarkastus-	Ei sovellu – Tähän ohjelmaesitteeseen viittaamalla sisällytetyissä

	kertomuksessa esitetyt muistutukset	tilintarkastuskertomuksissa ei ole esitetty muistutuksia.	
B.12	Valikoidut historialliset keskeiset taloudelliset tiedot¹¹		
	<i>(miljoonaa Tanskan kruunua)</i>	<u>1.1.–</u> <u>31.12.2013</u> <i>(tarkastettu)</i>	<u>1.1.–</u> <u>31.12.2012</u> <i>(tarkastettu)</i>
	Tuotot yhteensä	40,004	45 662
	Kulut	-24 343	-24 642
	Lainasaamisten arvonalentumiskirjaukset	-4 187	-7 680
	Tilikauden voitto ennen veroja, ydinliiketoiminta	11 474	13 340
	Tilikauden voitto ennen veroja, muu kuin ydinliiketoiminta	-1 415	-4 801
	Verot	-2 944	-3 814
	Tilikauden voitto	7 115	4 725
	Tase:		
	Lainat ja ennakot	1 552 645	1 640 656
	Kaupankäyntivarat	695 722	812 966
	Muut varat	978 690	1 031 327
	Varat yhteensä	3 227 057	3 484 949
	Talletukset	788 269	783 759
	Realkredit Danmarkin liikkeeseen laskemat joukkovelkakirjalainat	614 196	614 325
	Kaupankäyntivelat	435 183	531 860
	Muut velat	1 243 752	1 417 011
	Velat yhteensä	3 081 400	3 346 945
	Oma pääoma yhteensä	145 657	138 004

¹¹ Valikoidut historialliset keskeiset taloudelliset tiedot on kerätty luvuista, jotka on esitetty vuosikertomuksen/osavuositarkastuksen taloudellisissa kohokohdissa. Tiedot poikkeavat vastaavista konsolidoidun tilinpäätöksen luvuista.

<i>(miljoonaa Tanskan kruunua)</i>		<u>1.1.–</u> <u>31.3.2014</u>	<u>1.1.–</u> <u>31.3.2013</u>
		<u>(tarkastamato</u> <u>n)</u>	<u>(tarkastamat</u> <u>on)</u>
Tuotot yhteensä		10 335	10 077
Kulut		-5 432	-5 804
Lainasaamisten arvonalentumiskirjaukset		-641	-1 438
Tilikauden voitto ennen veroja, ydinliiketoiminta		4 262	2 834
Tilikauden voitto ennen veroja, muu kuin ydinliiketoiminta		-632	-618
Verot		-818	-744
Tilikauden voitto		2 812	1 472
Tase:			
Lainat ja ennakot		1 558 948	1 619 556
Kaupankäyntivarat		706 906	831 668
Muut varat		1 048 365	1 049 774
Varat yhteensä		3 314 218	3 500 998
Talletukset		781 700	783 919
Realkredit Danmarkin liikkeeseen laskemat joukkovelkakirjalainat		623 956	623 133
Kaupankäyntivelat		386 249	544 406
Muut velat		1 370 496	1 409 972
Velat yhteensä		3 162 401	3 361 430
Oma pääoma yhteensä		151 817	139 568
Lausunto siitä, ettei ole tapahtunut merkittäviä kielteisiä muutoksia	Liikkeeseenlaskijan kehitysnäkymissä ei ole tapahtunut merkittäviä kielteisiä muutoksia 31.12.2013 jälkeen, joka on viimeinen päivä taloudellisten tietojen kattamalla jaksolla, jolta liikkeeseenlaskijan viimeisin tilintarkastettu tilinpäätös on laadittu.		

	Kuvaus merkittävistä muutoksista taloudellisessa tai liiketoiminnallisessa asemassa	Liikkeeseenlaskijan taloudellisessa asemassa tai liikkeeseenlaskijan ja sen tytäryhtiöiden taloudellisessa asemassa kokonaisuutena katsottuna ei ole tapahtunut merkittävää muutosta 31.3.2014 jälkeen, joka on viimeinen päivä taloudellisten tietojen kattamalla jaksolla, jolta liikkeeseenlaskijan viimeisin osavuositarkastus on laadittu.
B.13	Viimeaikaiset tapahtumat, jotka ovat ratkaisevia arvioitaessa liikkeeseenlaskijan maksukykyä	Ei sovellu – Viime aikoina ei ole esiintynyt liikkeenlaskijaan liittyviä tapahtumia, jotka olisivat ratkaisevia arvioitaessa liikkeeseenlaskijan maksukykyä.
B.14	Riippuvuus muista Konserniin kuuluvista yksiköistä	Katso osatekijä B.5. Ei sovellu – Liikkeeseenlaskija ei ole riippuvainen mistään muista konserniin kuuluvista yksiköistä.
B.15	Päätoimialat	Konserni on johtava rahoituspalvelujen tarjoaja Tanskassa – ja yksi suurimmista Pohjoismaissa – mitattuna taseen loppusummalla 31.12.2012 (Lähde: Finansrådet (Tanskan Pankkiyhdistys)). Konserni tarjoaa asiakkailleen Tanskassa ja muilla markkinoillaan laajan palveluvalikoiman, joka markkinoista riippuen sisältää pankki-, asuntolaina-, vakuutus-, arvopaperivälitys-, leasing-, asuntovälitys- ja varainhoitopalveluja. Konsernilla on johtava markkina-asema Tanskassa, ja se on yksi suuremmista pankeista Pohjois-Irlannissa ja Suomessa. Konsernilla on myös merkittävää toimintaa muilla päämarkkinoillaan Ruotsissa, Norjassa, Irlannissa ja Baltian maissa.
B.16	Osakkeenomistajien määräysvalta	Ei sovellu – Liikkeeseenlaskijan tiedossa ei ole yhtään osakkeenomistajaa tai toisiinsa sidoksissa olevien osakkeenomistajien ryhmää, jolla olisi suora tai välillinen määräysvalta liikkeeseenlaskijassa.

Jakso C – Arvopaperit

Osatekijä	Otsikko	
C.1	Warranttien ja sertifikaattien kuvaus	<p>[Warrantit / sertifikaatit] ovat [Ostowarrantteja (call warrants) / Myyntiwarrantteja (put warrants) / Ostoturbowarrantteja (turbo call warrants) / Myyntiturbowarrantteja (put turbo warrants) / Sertifikaatteja Up (certificates up / Sertifikaatteja Down (certificates down / Covered Call Sertifikaatteja (covered call certificates) / Sertifikaatteja Bull (certificates bull) / Sertifikaatteja Bear (certificates bear) / Mini-futuuri Sertifikaatteja Long (mini-future certificates long) / Mini-futuuri Sertifikaatteja Short (mini-future certificates short)].</p> <p>Sarjan/sarjojen numero[t] on/ovat [●] ja[●]. [Kunkin sarjan] erän numero on [●].</p> <p>[[Warrantit / sertifikaatit] yhdistetään muodostamaan yksi sarja [yksilöi aikaisem,pi sarja, jonka kanssa yhdistetään] liikkeeseenlaskupäivänä.</p> <p>Sarjan [●] kansainvälinen arvopaperitunnistenumero ("ISIN") on [●] [ja sarjan [●] ISIN on [●]]. Sarjan [●] Common Code -koodi on [●] [ja sarjan</p>

		[●] Common Code-koodi on [●]. [Sarjan [●] VP Securities A/S:n (“ VP ”) / Euroclear Sweden AB:n (“ Euroclear Sweden ”) / Euroclear Finland Oy:n (“ Euroclear Finland ”) tunnistenumero on [●] [ja sarjan [●] [VP/Euroclear Sweden/Euroclear Finland] tunnusnumero on [●].]
C.2	Valuutta	[Warrantit / sertifikaatit] ovat [●] määräisiä, ja [warrantteihin / sertifikaatteihin] perustuvat maksusuoritukset tehdään [●]:ssa (“selvitysvaluutta”).
C.5	Warranttien ja sertifikaattien siirtokelpoisuutta koskevat rajoitukset	[Warrantteja ja sertifikaatteja voi siirtää ainoastaan käyttäen [VP:n/Euroclear Swedenin/Euroclear Finlandin] ylläpitämää arvo-osuusjärjestelmää ja -rekisteriä.] [Warranttien ja sertifikaattien siirtokelpoisuudella ei ole rajoituksia.]
C.8	Warrantteihin ja sertifikaatteihin liittyvät oikeudet, mukaan lukien etuoikeusjärjestys ja oikeuksille asetetut rajoitukset	Warrantteihin ja sertifikaatteihin liittyvät muun muassa seuraavat ehdot: <i>Etuoikeusjärjestys</i> Warrantit ja sertifikaatit ovat liikkeeseenlaskijan suoria, ehdottomia, ei-takasijaisia ja vakuudettomia sitoumuksia, joilla on sama etuoikeusjärjestys toisiinsa nähden ja vähintään sama etuoikeusjärjestys liikkeeseenlaskijan kaikkien muiden nykyisten ja tulevien ei-takasijaisten ja vakuudettomien sitoumusten kanssa (mukaan lukien talletuksiin liittyvät vastuut) (lukuun ottamatta tiettyjä lakisäätöisiä pakottavia poikkeuksia).
		<i>Verotus</i>
		Liikkeeseenlaskija ei ole vastuussa tai muutoin velvoitettu maksamaan mitään veroja tai muita maksuja, joita voi aiheutua warranttien ja sertifikaattien omistuksesta, luovutuksesta, toteutuksesta tai täytäntöönpanosta ja liikkeeseenlaskijan kaikki maksusuoritukset tehdään vähennettyinä tällaisilla mahdollisilla veroilla ja muilla maksuilla.
		<i>Panttaamattomuussitoumus ja ristiineräännittäminen</i> Warranttien ja sertifikaattien ehdoissa ei ole panttaamattomuussitoumusta tai ristiineräännittämistä.
		<i>Sovellettava laki</i> Englannin laki, paitsi että warranttien ja sertifikaattien rekisteröintiin [VP:ssä/Euroclear Swedenissä/Euroclear Finlandissa] sovelletaan [Tanskan/Ruotsin/Suomen] lakia].
C.11	Kaupankäynnin kohteeksi ottaminen	[Warrantteja / sertifikaatteja] on haettu kaupankäynnin kohteeksi [NASDAQ OMX Copenhagen A/S:n] [ja] [NASDAQ OMX Stockholm AB:n] [ja] [NASDAQ OMX Helsinki Oy:n] [ja] [the Nordic Growth Market NGM AB [NDX Sweden:n][NDX Finlandin]] säännellylle markkinapaikalle [Ei sovellu. [Warrantteja / sertifikaatteja] ei oteta kaupankäynnin kohteeksi missään pörssissä].
C.15	Kuvaus siitä, kuinka kohde-	[Warrantti- / sertifikaattisarjalle] sen säännönmukaisena selvityssumman maksupäivänä (Scheduled Cash Settlement Date)], joka määräytyy

	etuuden/kohde- etuuksien arvo vaikuttaa sijoituksen arvoon	jäljempänä osatekijässä C.16 määritellyllä tavalla, maksettava selvityssumma (Cash Settlement Amount on sidottu jäljempänä osatekijässä C.20 määritellyn [Kohde-etuuden/Kohde-etuuksien] (Reference Item(s)) kehitykseen, [ja [Kohde-etuuden/Kohde-etuuksien] arvon kehityksestä riippuen se voi alittaa merkintähinnan].
C.16	Eräpäivä, toteutuspäivä ja viimeinen viitepäivä	<p>[Warranttien / Sertifikaattien] eräpäivä(t) (säännönmukai/nen[set] selvityssumman maksupäivä[t] [on [●] /[ovat, ehdollisena häiriöistä ja pankkipäiväkäytännöstä johtuvalle muutoksille :</p> <p>Sarjan [●] osalta [●]; ja</p> <p>Sarjan [●] osalta [●];</p> <p>[Warrantit / sertifikaatit] toteutetaan automaattisesti erääntymispäivänä (expiration date) , joka on jäljempänä osatekijässä C.18 esitetty [lopullinen arvostuspäivä / lopetusarvon viimeinen keskiarvoistamispäivä (final averaging date) / viimeinen viitepäivä (final reference date)].</p> <p>[Warrantit / sertifikaatit] ovat epäpäivättömiä warrantteja / sertifikaatteja ("Open Ended Securities") ja siksi niillä ei ole määriteltyä selvityssumman maksupäivää. liikkeeseenlaskija voi eräännyttää [kunkin] warrantin / sertifikaatin harkintansa mukaan antamalla ilmoituksen ("eräännyttämisilmoitus") warrantin / sertifikaatin eräännyttämisestä ehtojen mukaisesti. Näin eräännytetty warrantti / sertifikaatti toteutetaan automaattisesti ja se erääntyy [lopullisena arvostuspäivänä / lopetusarvon viimeisenä keskiarvoistamispäivänä (final averaging date) / viimeisenä viitepäivänä (final reference date), kuten jäljempänä osatekijässä C.18 esitetty].</p>
C.17	Johdannaisarvopape reiden selvitysmenettely	Warrantit ja sertifikaatit ovat käteisselvitetäviä arvopapereita.
C.18	Johdannaisarvopape reiden tuotto	Selvityssumman maksupäivänä maksettava selvityssumma <p>[Warranttien / sertifikaattien] [Kunkin warrantti- / sertifikaattisarjan] selvityssumman maksupäivänä maksettava selvityssumma määritetään seuraavan kaavan mukaisesti:</p> <p>[<i>Ostowarrantti, Ostoturbowarrantti ja Sertifikaatti Up</i></p> <p>(a) Jos kohde-etu[den/ksien] lopetushin/ta/nat on/ovat korkeam/pi/mat kuin sen/niiden toteutushin/ta/nat: (lopetushinta – toteutushinta) x kerroin [x valuuttakurssi]</p> <p>(b) muussa tapauksessa nolla.]</p> <p>[<i>Myyntiwarrantti, Myyntiturbowarrantti ja Sertifikaatti Down</i></p> <p>(a) Jos kohde-etu[den/ksien] lopetushin/ta/nat on/ovat alem/pi/mat kuin sen/niiden toteutushin/ta/nat: (toteutushinta – lopetushinta) x kerroin [x valuuttakurssi]</p> <p>(b) muussa tapauksessa nolla.]</p>

		<p>[<i>Covered Call Sertifikaatti</i>]</p> <p>(a) Jos lopetushinta on korkeampi kuin kattohinta: kattohinta x kerroin [x valuuttakurssi]</p> <p>(b) Jos lopetushinta on alempi tai yhtä suuri kuin kattohinta): lopetushinta x kerroin [x valuuttakurssi].]</p> <p>[<i>Mini-futuuri Sertifikaatti Long</i>]</p> <p>(a) Jos lopetushinta on korkeampi kuin viimeisen viitepäivän rahoitustaso: (lopetushinta – viimeisen viitepäivän rahoitustaso) x kerroin [x valuuttakurssi]</p> <p>(b) muussa tapauksessa nolla.]</p> <p>[<i>Mini-futuuri Sertifikaatti Short</i>]</p> <p>(a) Jos lopetushinta on alempi kuin viimeisen viitepäivän rahoitustaso): (viimeisen viitepäivän rahoitustaso - lopetushinta) x kerroin [x valuuttakurssi]</p> <p>(b) muussa tapauksessa nolla.]</p> <p>jolloin:</p> <p>[”AF” on tietyn viitepäivän ja korkojakson osalta laskenta-asiamiehen seuraavan kaavan mukaisesti määrittämä summa:</p> $AF = FL_{t-1} * (\text{viitekorko } [+ / -] \text{ marginaali} * \text{koronlaskuperuste.})$ <p>[”FL_{t-1}” on viitepäivän (<i>t</i>) osalta kohde-etuuden arvo viitepäivää (<i>t</i>) välittömästi edeltävänä viitepäivänä ja jos <i>t</i> = 1, FL_{t-1} on [•] (”alkurahoitustaso”) [paitsi jos viitepäivä (<i>t</i>) on futuurisopimuksen ”roll”-päivä, jolloin laskenta-asiamies oikaisee FL_{t-1}:n arvoa].]</p> <p>[”kattohinta” (Cap Level) on [•].]</p> <p>”kerroin” (Multiplier) on [•].</p> <p>[”korkojakso” (Interest Rate Period) on viitepäivän (<i>t</i>) osalta jakso, joka alkaa viitepäivää (<i>t</i>) välittömästi edeltävänä viitepäivänä (tämä päivä mukaan luettuna) ja päättyy viitepäivänä (<i>t</i>) (tämä päivä pois luettuna) ja jos <i>t</i> = 1, välittömästi edeltävä viitepäivä on aloitusviitepäivä.]</p> <p>[”koronlaskuperuste” (Day Count) on korkojakson osalta kyseisen korkojakson päivien lukumäärä jaettuna 360:lla.]</p> <p>”lopetushinta” (Final Price) on [kohde-etuuden/den/ksien arvo lopullisena arvostus/viite/päivänä] / [kohde-etuuden/den/ksien lopetusarvo/n/jen keskiarvoistamispäivien (Final Averaging Dates) mukainen keskiarvo].</p>
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[”**marginaali**” (Margin) on [●].]

[”**osinko_t**” (Dividend_t) on [kohde-etuuden/kunkin indeksiin kuuluvan arvopaperin] ja viitepäivän (*t*) osalta osinko, jonka irtoamispäivää seuraava päivä on viitepäivä (*t*).]

[”**rahoitustaso**” (Financing Level) on viitejaksoon kuuluvan viitepäivän (*t*) osalta laskenta-asiamiehen määrittämä selvitysvaluutan määräinen seuraavan kaavan mukainen summa:

$$FL_t = (FL_{t-1} + AF)$$

[paitsi jos viitepäivä (*t*) on osingon irtoamispäivää seuraava päivä, laskenta-asiamies määrittää rahoitustason sen sijaan seuraavan kaavan mukaisesti:

$$FL_t = (FL_{t-1} + [AF - osinko_t].]$$

[”**toteutushinta**” (Strike Price) on [●] / [kohde-etuuden/ksien arvo ensimmäisenä arvostuspäivänä / kohde-etuuden/ksien aloitusarvo/n/jen keskiarvoistamispäivien (Initial Averaging Dates) mukainen keskiarvo.

[”**valuuttakurssi**” (Exchange Rate) on [●].]

[”**viitekorko**” (Interest Rate Base) on [EONIA/SIOR/DKKOIS].

[*Sertifikaatti Bull ja Bear*

Viimeisen viitepäivän kertynyt arvo]

[**jolloin:**

”**AF**” on viitepäivän (*t*) ja tietyn korkojakson osalta laskenta-asiamiehen seuraavan kaavan mukaisesti määrittämä summa:

$$[AF = AV_{t-1} * (\text{viitekorko} - \text{marginaali} - \text{hallinnointipalkkio}) * \text{koronlaskuperuste}.]$$

$$[AF = AV_{t-1} * (\text{viitekorko} - \text{marginaali} - \text{hallinnointipalkkio}) * \text{koronlaskuperuste} - \text{kerroin} * \text{viitekorko} * AV_{t-1} * \text{koronlaskuperuste}]$$

”**AV_{t-1}**” on viitepäivän (*t*) osalta kertynyt arvo viitepäivää (*t*) välittömästi edeltävänä viitepäivänä ja jos $t = 1$, **AV_{t-1}** on [●].

[”**hallinnointipalkkio**” (Management Fee) on prosenttilukuna ilmaistu palkkio, jota liikkeeseenlaskija perii warranttien ja sertifikaattien hallinnointi- ja/tai suojauskustannuksista ja jonka alkumäärä on [●]. Jos liikkeeseenlaskijan hallinnointi- ja/tai suojauskustannukset muuttuvat, liikkeeseenlaskija voi korottaa tai alentaa hallinnointipalkkiota kuitenkin siten, että hallinnointipalkkion enimmäismäärä on [●].

[”**kerroin**” (Multiplier) on [●].

[”**kertynyt arvo**” (Accumulated Value) on viitejaksoon kuuluvan viitepäivän (*t*) osalta laskenta-asiamiehen määrittämä selvitysvaluutan määräinen seuraavan kaavan mukainen summa:

		$AV_t = (AV_{t-1} + ACV + AF) * \left[\frac{\text{valuuttakurssi}_t}{\text{valuuttakurssi}_{t-1}} \right]$ <p>”kertynyt arvonmuutos” (Accumulated Change in Value, ACV) on viitepäivän (<i>t</i>) osalta laskenta-asiamiehen seuraavan kaavan mukaisesti määrittämä summa:</p> $ACV = \text{kerroin} * (\text{viitehinta}_t - \text{viitehinta}_{t-1}) * \frac{AV_{t-1}}{\text{viitehinta}_{t-1}}$ <p>[paitsi jos viitepäivä (<i>t</i>) on osingon irtoamispäivää seuraava päivä, laskenta-asiamies määrittää kertyneen arvonmuutoksen sen sijaan seuraavan kaavan mukaisesti:</p> $ACV = \text{kerroin} * (\text{viitehinta}_t - [\text{viitehinta}_{t-1} - \text{osinko}_t]) * \frac{AV_{t-1}}{(\text{viitehinta}_{t-1} - \text{osinko}_t)}$ <p>”korokajakso” (Interest Rate Period) on jakso, joka alkaa viitepäivää (<i>t</i>) välittömästi edeltävänä viitepäivänä (tämä päivä mukaan luettuna) ja päättyy viitepäivänä (<i>t</i>) (tämä päivä pois luettuna) ja jos $t = 1$, välittömästi edeltävä viitepäivä on ensimmäinen viitepäivä.</p> <p>”koronlaskuperuste” (Day Count) on korkojakson osalta kyseisen korkojakson päivien lukumäärä jaettuna 360:lla.</p> <p>”marginaali” (Margin) on [●].</p> <p>[”osinko” (Dividend_{<i>t</i>}) on [kohde-etuuden/kunakin indeksiin kuuluvan arvopaperin] ja viitepäivän (<i>t</i>) osalta osinko, jonka irtoamispäivää seuraava päivä on viitepäivä (<i>t</i>).]</p> <p>[”valuuttakurssi” (Exchange Rate) on [●].]</p> <p>[”viitehinta_{<i>t-1</i>}” (Reference Price_{<i>t-1</i>}) on viitepäivän (<i>t</i>) osalta kohde-etuuden arvo viitepäivää (<i>t</i>) välittömästi edeltävänä viitepäivänä ja jos $t = 1$, ”viitehinta_{<i>t-1</i>}” on [●] [paitsi jos viitepäivä (<i>t</i>) on futuurisopimuksen ”roll”-päivä, jolloin laskenta-asiamies oikaisee viitehintaa_{<i>t-1</i>}.]</p> <p>”viitekorko” (Interest Rate Base) on [EONIA/SIOR/DKKOIS.]</p>
		<p>Ennenaikainen päättäminen (Early Termination)</p> <p>Jos syntyy ennenaikainen erääntymisperuste, relevantit warrantit ja sertifikaatit päättyvät automaattisesti ennenaikaisena erääntymispäivänä.</p> <p>[<i>Ostoturbowarrantti, Myyntiturbowarrantti, Sertifikaatti Up ja Sertifikaatti Down</i>]</p> <p>Ennenaikainen erääntymisperuste syntyy, jos kohde-etuuden arvo milloin tahansa seurantajakson (Observation Period) aikana on [alempi / korkeampi] tai yhtä suuri kuin rajataso.</p>

Ennenaikaisen päättymisen perusteella maksettava selvityssumma määritetään samoin kuin ylempänä kuvattu selvityssumma, paitsi että ”lopetushinta” on tällöin laskenta-asiamiehen määrittämä kohde-etuuden [alin/korkein] arvo ennenaikaisen päättymisperusteen syntymisaikaa (tämä aika mukaan luettuna) seuranneiden kolmen säännönmukaisen kaupankäyntitunnin aikana.

jolloin:

”**rajataso**” (Barrier Level) on [●].

[*Sertifikaatti Bull ja Sertifikaatti Bear*]

Ennenaikainen erääntymisperuste syntyy, jos joko

(a) kohde-etuuden prosentuaalinen **arvon/[alennus/nousu]** minä tahansa seurantajakson (Observation Period) viitepäivänä (Observation Date) verrattuna saman viitepäivän viitehintaan_{t-1} on korkeampi tai yhtä suuri kuin rajataso; tai

(b) liikkeeseenlaskija ilmoittaa sertifikaattien omistajille, että sertifikaatit erääntyvät ennenaikaisesti ilmoituksessa määriteltynä päivänä.

jolloin:

”**rajataso**” (Barrier Level) on [●] prosenttia.

Ennenaikaisen päättymisen perusteella maksettava selvityssumma (Early Termination Cash Settlement Amount):

(i) on ylempänä (a) kohdassa kuvatun ennenaikaisen erääntymisperusteen synnyttyä nolla; tai

(ii) määritetään ylempänä (b) kohdassa kuvatun ennenaikaisen erääntymisperusteen synnyttyä samoin kuin ylempänä kuvattu selvityssumma kuitenkin siten, että ennenaikainen päättymispäivä on samalla viimeinen viitepäivä.]

[*Mini-futuuri Sertifikaatti Long ja Mini-futuuri Sertifikaatti Short*]

Ennenaikainen erääntymisperuste syntyy, jos joko

(a) kohde-etuuden arvo milloin tahansa seurantajakson (Observation Period) aikana on [**alempi / korkeampi**] tai **yhtä suuri kuin** rajataso); tai

(b) liikkeeseenlaskija ilmoittaa sertifikaattien omistajille, että sertifikaatit erääntyvät ennenaikaisesti ilmoituksessa määriteltynä päivänä.

jolloin:

”**rajataso**” (Barrier Level) on rajatasoprosentti kerrottuna alkurahoitustasolla oikaistuna kunkin kuukauden ensimmäisenä pankkipäivänä kertomalla välittömästi edeltäneen viitepäivänä rahoitustaso rajatasoprosentilla.

”**rajatasoprosentti**” on [●].

Ennenaikaisen päättymisen perusteella maksettava selvityssumma (Early

		<p>Termination Cash Settlement Amount) määritetään:</p> <p>(i) ylempänä (a) kohdassa kuvatun ennaaikaisen erääntymisperusteen synnyttyä samoin kuin ylempänä kuvattu selvityssumma paitsi että ”lopetushinta” on tällöin laskenta-asiamiehen määrittämä kohde-etuuden [alin/korkein] arvo ennaaikaisen päättymisperusteen syntymisaikaa (tämä aika mukaan luettuna) seuranneiden kolmen säännönmukaisen kaupankäyntitunnin aikana; tai</p> <p>(ii) ylempänä (b) kohdassa kuvatun ennaaikaisen erääntymisperusteen synnyttyä samoin kuin ylempänä kuvattu selvityssumma kuitenkin siten, että ennaaikainen päättymispäivä on samalla viimeinen viitepäivä.</p>
		<p><i>Mitätöiminen (Cancellation) lainvastaisuustilanteessa (Illegality)</i></p> <p>Jos laskenta-asiamies (Calculation Agent) toteaa, että [warranttien/sertifikaattien) ehtojen täyttäminen tai [warranttien/sertifikaattien] mukaisista velvoitteista aiheutuvat suojausjärjestelyt ovat sovellettavan tai tulevaisuudessa sovellettavaksi tulevan lain johdosta muuttuneet tai tulevat muuttumaan liikkeeseenlaskijalle osittain tai kokonaan lainvastaisiksi (”lainvastaisuustilanne”), liikkeeseenlaskija voi mitätöidä [warrantit/certifikaatit] maksamalla kustakin [warrantista/sertifikaatista] sen mitätöimisarvon (Cancellation Amount).</p> <p>Warrantin tai sertifikaatin mitätöinnin yhteydessä maksettavan mitätöimisarvon määrittää laskenta-asiamies ja se on kyseisen warrantin tai sertifikaatin käypä markkina-arvo mitätöimispäivänä oikaistuna laskenta-asiamiehen määrittämällä liikkeeseenlaskijalle (tai siihen etuyhteydessä oleville yhtiöille (affiliates)) aiheutuneilla kaikilla tappioilla ja kuluilla, jotka perustuvat mitätöitäviin warrantteihin tai sertifikaatteihin johtuviin tai niihin liittyviin suojaus- ja rahoitusjärjestelyihin.</p>
		<p><i>Selvityssummaa [ja ennaaikaista erääntymistä] koskevia päivämääriä</i></p> <p>[”ensimmäinen arvostuspäivä” (Initial Valuation Date) = [●]]</p> <p>[”aloitusarvon keskiarvoistamispäivät” (Initial Averaging Dates) = [●], [●] ja [●], (ehdollisena [[muunnetulle] lykkäykselle (postponement) / poisjättämiselle (omission)]</p>

		<p>["lopullinen arvostuspäivä" (Final Valuation Date) = [●]/ Kuten määritelty erääntymisilmoituksessa.]</p> <p>["lopetusarvon keskiarvoistamispäivät" (Initial Averaging Dates) = [●], [●] ja [●]Kuten määritelty rääntymisilmoituksessa.], (ehdollisena [[muunnetulle] lykkäykselle (postponement) / poisjättämiselle (omission)])</p> <p>["ensimmäinen viitepäivä" (Initial Reference Date) = [●]]</p> <p>["viimeinen viitepäivä" (Initial Reference Date) = [●]Kuten määritelty erääntymisilmoituksessa.]]</p> <p>["seurantajakso" (Observation Period) = ajanjakso, joka alkaa liikkeeseenlaskupäivänä (tämä päivä mukaan luettuna) ja päättyy [lopullisena arvostuspäivänä / lopetusarvon viimeisenä keskiarvoistamispäivänä / viimeisenä viitepäivänä (tämä päivä mukaan luettuna)]</p> <p>["viitepäivä" (Reference Date) = kohde-etuuden säännönmukainen kaupankäyntipäivä, joka ei ole kohde-etuuden osalta häiriöpäivä]</p> <p>["viitejakso" (Reference Period) = ajanjakso, joka alkaa ensimmäisenä viitepäivänä (tämä päivä mukaan luettuna) ja päättyy viimeisenä viitepäivänä (tämä päivä mukaan luettuna]</p>
		<p><i>Häiriöpäivät, markkinahäiriötilanteet ja oikaisut</i></p> <p>Warranttien ja sertifikaattien ehdot sisältävät määräyksiä, jotka koskevat [Kohde-etuuteen/Kohde-etuuksiin] vaikuttavia tilanteita, [Kohde-etuuden/Kohde-etuuksien] muuttamista tai lakkauttamista ja markkinahäiriöitä sekä määräyksiä liittyen [Kohde-etuuden/Kohde-etuuksien] tason jälkikäteiseen korjaamiseen sekä tällaisten tilanteiden aiheuttamiin seurauksiin. Tällaiset määräykset voivat antaa liikkeeseenlaskijalle oikeuden vaatia laskenta-asiamiestä määrittämään, mitä oikaisuja tulisi tehdä kyseessä olevan tapahtuman esiintymisen seurauksena (mihin voi sisältyä tarvittavan arvostuksen lykkääminen tai korvaavan kohde-etuuden käyttöönotto) tai mitätöidä warrantit tai sertifikaatit ja maksaa ylempänä määritelty mitätöimisarvo.</p>

C.19	Toteutushinta tai lopullinen viitehint	Katso edellä osatekiä C.18.				
C.20	Kohde-etuudet	Alla määritel/lyn/tyjen [warrantti- tai sertifikaattisarj/an/ojen] kohde-etuus on määritelty alempana olevassa taulukossa otsikon ”Kohde-etuuden/ksien kuvaus” alla. Kohde-etuuden tyyppi on määritelty alempana olevan taulukon otsikon ”Luokitus” alla.				
		Sarjanumero ja ISIN	[Kohde-etuuden/ [Kohde-etuuksien] kuvaus]	Luokitus	Sähköinen sivu	Painotus
			[•]/ (Lisää tiedot Related Asset – omaisuudesta, jos kohta soveltiuu)	[Indeksi] [Futuuri] [Osake]	[•]	[•]
		<i>(määrittele kullekin Kohde-etuudelle)</i>				
		[Kohde-etuuteen/Kohde-etuuksiin] liittyviä tietoja löytyy sähköisiltä sivuilta, jotka on esitetty edellisessä taulukossa otsikon ”Sähköinen sivu” alla ja [[•] / muista kansainvälisesti tunnustetuista julkaistuista tai sähköisesti saatavilla olevista lähteistä].				

Jakso D – Riskit

Osatekiä	Otsikko	
D.2	Liikkeeseenlaskijaan liittyvät keskeiset riskit	<p>Warrantteja ja sertifikaatteja ostaessaan sijoittaja ottaa sen riskin, että liikkeeseenlaskija voi menettää maksukykynsä tai muutoin olla kyvytön suorittamaan kaikki warrantteihin ja sertifikaatteihin perustuvat erääntyneet maksut. Monet tekijät voivat yhdessä tai erikseen johtaa siihen, ettei liikkeeseenlaskija pysty suorittamaan kaikkia warrantteihin ja sertifikaatteihin perustuvia erääntyneitä maksujaan. Kaikkien tällaisten tekijöiden määrittäminen tai niistä todennäköisimpien osoittaminen ei ole mahdollista, koska kaikki asiaan vaikuttavat tekijät eivät välttämättä ole liikkeeseenlaskijan tiedossa ja tietyt sen tällä hetkellä epäolennaisia pitämät tekijät voivat muuttua olennaisiksi liikkeeseenlaskijan vaikutuspiirin ulkopuolella olevien tapahtumien seurauksena. Liikkeeseenlaskija on esittänyt tässä Ohjelmaesitteessä useita tekijöitä, joilla voi olla olennaisen haitallinen vaikutus sen liiketoimintaan ja kykyyn suorittaa warrantteihin ja sertifikaatteihin perustuvat erääntyneet maksut. Tällaisia tekijöitä ovat:</p> <ul style="list-style-type: none"> • konserni altistuu useille riskeille seuraavissa riskiluokissa: luottoriski, markkinariski, maksuvalmiusriski, operatiivinen riski, vakuutusriski ja eläkeriski; • lainsäädännön muutokset voivat vaikuttaa olennaisesti

		<p>liikkeeseenlaskijan liiketoimintaan;</p> <ul style="list-style-type: none"> • liikkeeseenlaskijaan voidaan kohdistaa lisää pääoma- ja maksuvalmiusvaatimuksia uuden Basel III -vakavaraisuuskehikon seurauksena; • konserni saattaa joutua maksamaan lisäsuorituksia talletussuojajärjestelmiin tai kriisinratkaisurahastoihin (<i>resolution funds</i>); • yleiset taloudelliset ja maailmanpoliittiset olosuhteet voivat vaikuttaa konserniin; ja • Basel III -vakavaraisuuskehikon eurooppalaisen käyttöönoton vaikutus.
<p>D.6</p>	<p>Keskeiset tiedot warrantteihin ja sertifikaatteihin liittyvistä keskeisistä riskeistä</p>	<p>Warrantteihin ja sertifikaatteihin liittyy suuria riskejä, mukaan luettuna riski niiden erääntymisestä arvottomina. Warrantteihin ja sertifikaatteihin sijoittavien tulee varautua siihen, että he menettävät sijoituksensa osittain tai kokonaan.</p> <p>Warrantteihin ja sertifikaatteihin liittyy lisäksi yleisiä sekä warrantti- ja sertifikaattikohtaisia riskejä samoin kuin yleisiä markkinariskejä, kuten esimerkiksi</p> <ul style="list-style-type: none"> • warranteille ja sertifikaateille ei välttämättä kehity toimivia jälkimarkkinoita tai jos jälkimarkkinat kehittyvät, ne voivat olla ohuet. Tällä olisi alentava vaikutus hintaan, jolla sijoittaja voisi myydä warranttinsa ja sertifikaattinsa. • jos sijoittajalla on muun kuin oman valuuttansa määräisiä warrantteja tai sertifikaatteja, sijoittajalla on riski siitä, että valuuttakurssien muutokset voivat vaikuttaa alentavasti sijoituksen arvoon. Sen lisäksi warrantteihin ja sertifikaatteihin liittyvät valuutansäännöstelytoimet voivat johtaa siihen, että sijoittaja ei saa noihin warrantteihin ja sertifikaatteihin perustuvia maksuja. • warranttien ja sertifikaattien markkina-arvoon vaikuttavat muutkin kuin liikkeeseenlaskijan luottokelpoisuusluokitukseen liittyvät tekijät • liikkeeseenlaskijan tai sen velka- tai muiden arvopapereiden luottokelpoisuusluokituksessa ei välttämättä oteta huomioon kaikkia warrantteihin ja sertifikaatteihin sijoittamiseen liittyviä riskejä, ja luokituksia voidaan laskea, peruuttaa tai niitä lakataan ylläpitämästä • luokituslaitosten liikkeeseenlaskijaan arviointia koskeva metodologia saattaa muuttua, ja • warrantit ja sertifikaatit eivät välttämättä ole kaikille sijoittajille sopivia sijoituskohteita <p>Warrantteihin ja sertifikaatteihin yleensä liittyy riskejä ja yksittäiseen warranttiin ja sertifikaattiin ja sen rakenteeseen liittyy erityisiä ja yleisiä riskejä, kuten esimerkiksi</p> <ul style="list-style-type: none"> • [kohde-etuuteen/Kohde-etuuksiin] sidottuihin warrantteihin ja sertifikaatteihin liittyvät riskit; • erääntymipäivättömällä warrantteilla / sertifikaateilla ("Open Ended Securities") ei ennalta määrättyä erääntymispäivää ja

		<p>liikkeeseenlaskijan määrittelee warranttien / sertifikaattien erääntymispäivän ja selvityssumman;</p> <ul style="list-style-type: none"> • [indeksi-/futuuri-/osake]sidonnaisiin warrantteihin ja sertifikaatteihin perustuvat maksut voidaan maksaa muulloin kuin odotettuna aikana;] • [warranttien ja sertifikaattien ehtoja voidaan muuttaa tai ne voidaan mitätöidä muun häiriön (Additional Disruption Event) sattuessa;] • liikkeeseenlaskija voi mitätöidä jonkin sarjan warrantit tai sertifikaatit kyseisen sarjan warrantteihin tai sertifikaatteihin liittyvät lainvastaisuustilanteen johdosta; • [valuuttakurssien muutokset saattavat vaikuttaa warrantin tai sertifikaatin arvoon;] • [Kohde-etuuden/den/ksien arvon muutokset vaikuttavat siihen/niihin sidotun Osto[turbo]warrantin tai Myynti[turbo]warrantin hintaan;] • [Kohde-etuuden/den/ksien arvon muutokset saattavat vaikuttaa siihen/niihin sidotun Sertifikaatti Upin tai Sertifikaatti Downin hintaan;] • [Covered Call Sertifikaatin hinta seuraa siihen sidotun/un/tujen kohde-etuuden/den/ksien arvon muutoksia kunnes määrätty taso on saavutettu;] • [Kohde-etuuden arvon muutokset vaikuttavat siihen/niihin sidotun Sertifikaatti Bullin tai Sertifikaatti Bearin hintaan;] • [Kohde-etuuden arvon muutokset vaikuttavat siihen/niihin sidotun Mini-futuuri Sertifikaatti Longin tai Mini-futuuri Sertifikaatti Shortin hintaan;] • warrantin tai sertifikaatin omistajalla ei ole warrantin tai sertifikaatin ehtojen nojalla oikeutta vaatia saamistaan kohde-etuudelta; • liikkeeseenlaskija tai siihen etuyhteydessä olevat yhtiöt voivat tehdä suojaustoimenpiteitä, jotka saattavat vaikuttaa warranttien ja sertifikaattien markkinahintaan, likviditeettiin tai arvoon; • riski, että tiettyjen tahojen välille syntyy intressiristiriitoja, jotka eivät ole hyödyllisiä warrantin tai sertifikaatin omistajalle; • joissakin olosuhteissa markkinatakaaja ei kykene täyttämään velvoitteitaan, jolloin sijoittajan voi olla mahdotonta ostaa tai myydä warrantteja ja sertifikaatteja; • jos selvityssumma on yhtä suuri tai pienempi kuin vähimmäiselvityssumma (Minimum Cash Settlement Amount), selvityssummaa ei makseta; • koska warrantit ja sertifikaatit lasketaan liikkeeseen paperittomina arvo-osuuksina, sijoittajien tulee turvautua luovutusten, maksujen ja liikkeeseenlaskijan kanssa käytävän kommunikoinnin osalta selvitysyhteisöjen toimintaperiaatteisiin; • warranttien ja sertifikaattien ehdot sisältävät määräyksiä, jotka sallivat ehtojen muuttamisen ilman kaikkien sijoittajien suostumusta; • lain tai hallinnollisen käytännön muuttuminen saattavat vaikuttaa
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		<p>warranttien ja sertifikaattien arvoa alentavasti;</p> <ul style="list-style-type: none"> • liikkeeseenlaskijalla ei ole velvollisuutta korottaa maksusuorituksiaan minkäänlaisten verojen tai muiden maksujen johdosta; • warranttien ja sertifikaattien mahdolliset ostajat tai myyjät ovat velvollisia maksamaan warranttien ja sertifikaattien luovutusmaassa perittävät verot ja muut maksut; • EU:n direktiivi säästöjen tuottamien korkotulojen verotuksesta voi johtaa veron pidätykseen; • Yhdysvaltojen Foreign Account Tax Compliance –veronpidätys saattaa vaikuttaa warranttien ja sertifikaattien perusteella maksettaviin maksuihin. • ehdotettu rahoitustransaktioita koskeva vero voi koskea warranteilla / sertifikaateilla tapahtuvaa kauppaa; • [Basel III –säännösten soveltaminen voi vaikuttaa warranteilla / sertifikaateilla tapahtuvaan kaupankäyntiin] • Liikkeeseenlaskija on laskenut liikkeeseen katettuja velkakirjoja ja, jos näihin velkakirjoihin liittyvät omaisuuserät eivät kata velkakirjoihin kohdistuvia vaatimuksia, jäljelle jäävät vaatimukset sijoittuvat etusijajärjestyksessä samalle etusijalle (pari passu) liikkeeseenlaskijan warranteista / sertifikaateista johtuvien velvollisuuksien kanssa.
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Jakso E – Tarjous

Osatekijä	Otsikko	
E.2b	Syyt tarjoamiseen ja varojen käyttö, jos muu kuin voiton tavoittelu ja/tai tietyiltä riskeiltä suojautuminen	Liikkeeseenlaskija käyttää warranttien ja sertifikaattien liikkeeseenlaskuista saatavat nettovarat yleisten rahoitustarpeidensa täyttämiseen.
E.3	Tarjousehdot	<p>[Ei sovellu – [[Warrantteja / sertifikaatteja] ei tarjota esitedirektiivissä tarkoitetulla tavalla] / [warrantteihin / sertifikaatteihin liittyvä tarjous on poikkeukseen perustuva tarjous.]</p> <p>[Tämä [warranttien / sertifikaattien] liikkeeseenlasku on ilman poikkeusta tehtävä tarjous <i>[määrittele maat, jossa warrantteja tai sertifikaatteja tarjotaan]</i>].</p> <p><i>[Laadi yhteenveto mahdollisen ilman poikkeusta tehtävän tarjouksen muista yksityiskohdista kopioiden tekstiä Lopullisten ehtojen Osan B kohdista [8] ja [9].]</i></p> <p>Mikäli sijoittaja aikoo hankkia tai hankkii warrantteja tai sertifikaatteja valtuutetulta tarjoajalta ilman poikkeusta tehtävässä tarjouksessa ja valtuutettu tarjoaja tarjoaa tai myy warrantteja tai sertifikaatteja sijoittajalle, tämä tehdään valtuutetun tarjoajan ja sijoittajan välisten ehtojen ja muiden järjestelyjen mukaisesti muun muassa hintaan, allokaatioon ja selvitysjärjestelyihin liittyen.]</p>

E.4	Liikkeeseenlaskuun/ tarjoukseen liittyvät olennaiset intressit, mukaan lukien eturistiriidat	<p>[Ei sovellu – liikkeeseenlaskijan tiedossa ei ole ketään warranttien tai sertifikaattien liikkeeseenlaskussa mukana olevaa henkilöä, jolla olisi olennainen intressi tarjoukseen liittyen.]</p> <p>[[Valtuutetulle tarjoajalle/valtuutetuille tarjoajille] maksettavien palkkioiden kokonaismäärä on [●] prosenttia [warranttien / sertifikaattien] pääoman määrästä. Liikkeeseenlaskijan tiedossa ei ole ketään muuta warranttien tai sertifikaattien liikkeeseenlaskussa mukana olevaa henkilöä, jolla olisi olennainen intressi tarjoukseen liittyen.]</p>
E.7	Sijoittajalta veloitettavat kustannukset	<p>Liikkeeseenlaskija [tai kukaan valtuutetuista tarjoajista (määritelty edellä)] ei veloita sijoittajilta minkäänlaisia kuluja. [Valtuutettu tarjoaja voi kuitenkin veloittaa [[●]–[●] prosenttia] sijoittajan ostamien warranttien tai sertifikaattien pääoman määrästä.]</p>