PROSPECTUS SUPPLEMENT NO. 3 DATED 13 FEBRUARY 2017 TO THE BASE PROSPECTUS DATED 22 JUNE 2016



EUR 5,000,000,000 STRUCTURED NOTE PROGRAMME

This Prospectus Supplement dated 13 February 2017 (the "Prospectus Supplement" or "Prospectus Supplement No. 3") to the Base Prospectus dated 22 June 2016, the Supplement No. 1 dated 5 August 2016 and the Supplement No. 2 dated 4 November 2016 (together with the Prospectus Supplement, the "Base Prospectus") constitutes a supplement for the purposes of Article 16 of Directive 2003/71/EC, as amended (the "Prospectus Directive") and is prepared in connection with the Structured Note Programme (the "Programme") established by Danske Bank A/S (the "Issuer"). Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement.

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

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

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

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

ANNUAL REPORT 2016

On 2 February 2017 Danske Bank A/S published its consolidated audited financial statements as at and for the year ended 31 December 2016 (the "Annual Report 2016"). A copy of the Annual Report 2016 has been filed with the Central Bank of Ireland and, by virtue of this Prospectus Supplement, the Annual Report 2016 is incorporated in, and forms part of, the Base Prospectus, excluding the "Outlook for 2017" section in the "Executive Summary" on page 7and the seventh and eighth paragraphs in the section "New regulation" on page 19. Copies of the Base Prospectus are available for viewing at https://www.danskebank.com/dadk/ir/gaeld/Documents/Prospekter/22.06.16 STN Base.pdf. The Annual Report 2016 incorporated by https://www.danskebank.com/enreference herein can be viewed online at uk/ir/Documents/2016/Q4/Annualreport2016.pdf.

Danske Bank Annual Report 2016t

31 December 2016

Income Statement for the Group for the first year ended 31 December 2016	page 46
Statement of Comprehensive Income for the Group for the year ended 31 December 2016	page 47
Balance Sheet for the Group for the year ended 31 December 2016	page 48
Statement of Capital for the Group for the year ended 31 December 2016	pages 49-52
Cash Flow Statement for the Group for the year ended 31 December 2016	page 53
Notes to the Financial Statements for the year ended 31 December 2016	pages 54-157
Statement by the Management as at and for the year ended 31 December 2016	page 180
Independent Auditors' Report for the Group for the year ended 31 December 2016	pages 181-185

The Annual Report 2016 is incorporated as set out above. The table above sets out the principal disclosure requirements which are satisfied by the information and is not exhaustive. Each page reference refers to the corresponding page in the Annual Report 2016.

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

GENERAL INFORMATION

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

"Material Change and Significant Change

- (i) There has been no significant change in the financial position of the Issuer or of the Issuer and its Subsidiaries taken as a whole since 31 December 2016, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared; and
- (ii) there has been no material adverse change in the prospects of the Issuer since 31 December 2016, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.

Legal Proceedings

There are no governmental, legal or arbitration proceedings against or affecting the Issuer or any of its Subsidiaries (and no such proceedings are pending or threatened of which the Issuer is aware) during a period covering at least the previous twelve months which have or may have in the recent past, individually or in the aggregate, significant effects on the profitability or the financial position of the Issuer or of the Issuer and its Subsidiaries taken as a whole."

SUMMARY

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

B.12	Selected historical key financial information ¹					
	(DKK million)		Twelve months ended	Twelve months ended		
	Danske Bank Group	p	31 December 2016	31 December 2015		
	Total income		47,959	45,611		
	Operating expenses		22,642	23,237		
	Goodwill impairmen	t charges	-	4,601		
	Loan impairment cha	arges	(3)	57		
	Profit before tax, cor	e	25,320	17,716		
	Profit before tax, No	n-core	37	46		
	Profit before tax		25,357	17,762		
	Tax		5,500	4,639		
	Net profit for the po	eriod	19,858	13,123		
	Balance sheet:					
	Loans		1,689,155	1,609,384		
	Trading portfolio ass	ets	509,678	547,019		
	Assets in Non-core		19,039	27,645		
	Other assets Total assets		1,265,799	1,108,831		
			3,483,670	3,292,878		
	Deposits		859,435	816,762		
	Bonds issued by Realkredit Danmark		726,732	694,519		
	Trading portfolio liab	oilities	478,301	471,131		
	Liabilities in Non-co	re	2,816	5,520		
	Other liabilities		1,249,771	1,144,116		
	Total liabilities		3,317,055	3,132,048		
	Additional tier 1 etc	2.	14,343	11,317		
	Shareholders' equit	y	152,272	149,513		
	Statement of no material adverse change	There has been since 31 Dece	n no material adverse change in mber 2016, the last day of the fir st recently audited financial stat	the prospects of the Issuer nancial period in respect of		
	Description of significant changes to financial or trading position	There has been or of the Issue 2016, the last	n no significant change in the final er and its subsidiaries taken as a day of the financial period in a al statements of the Issuer have b	whole since 31 December respect of which the most		

GENERAL

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¹ In the Danske Bank Group's annual report as at and for the year ending 31 December 2016, the comparative figures for the year ended 31 December 2015 were restated. Element B.12 and note 2 in the Annual Report 2016 reflect the restatements for the year 2015. By virtue of the Prospectus Supplement No. 3 dated 13 February 2017, the words "31 December 2015" and "30 September 2016" in "Statement of no material adverse change" and "Description of significant changes to financial or trading position" have been deleted and the words "31 December 2016" are substituted therefore and changes have been made in the section "Selected historical key financial information" to reflect the publication of the consolidated audited annual financial statements as at and for the year ended 31 December 2016.

To the extent that there is any inconsistency between (a) any statement in this Prospectus Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Prospectus Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

See "Risk Factors" in the Base Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Programme.

Investors who have already agreed to purchase or subscribe for Notes before this Prospectus Supplement is published have the right, exercisable by the close of business on 15 February 2017 to withdraw their acceptances.

SCHEDULE 1

AMENDMENTS TO THE SUMMARY OF THE BASE PROSPECTUS

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

SECTION A - SUMMARY

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

Section A - Introduction and Warnings

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

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

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

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

Section B - Issuer

RESPONSIBLE FOR SUCH INFORMATION.

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

Element	Title	
B.1	Legal and Commercial Name	Danske Bank A/S (the "Issuer")
B.2	Domicile/ Legal Form/ Legislation/ Country of Incorporation	The Issuer was founded in Denmark and incorporated on 5 October 1871. The Issuer is a commercial bank with limited liability and carries on business under the Danish Financial Business Act. The Issuer is registered with the Danish Commerce and Companies Agency and the Danish corporate registration number is 61126228.
B.4b	Known trends affecting the Issuer and the industries in which it operates	Not Applicable - There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for its current financial year.
B.5	Description of the Group	The Issuer is the parent company of the Danske Bank Group (the "Group").
		The Issuer is a modern Nordic universal bank with bridges to the rest of the world.
B.9	Profit forecast or estimate	Not Applicable - No profit forecast or estimates have been made in the Base Prospectus.
B.10	Qualifications to audit report	Not Applicable - No qualifications are contained in any audit report incorporated by reference in the Base Prospectus.

B.12	Selected historical key t	inancial informa	tion ²	
	(DKK million)		Twelve months ended	Twelve months ended
	Danske Bank Group		31 December 2016	31 December 2015
	Total income		47,959	45,611
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	Profit before tax		25,357	17,762
	Tax		5,500	4,639
	Net profit for the period	i	19,858	13,123
	Balance sheet:			
	Loans		1,689,155	1,609,384
	Trading portfolio assets		509,678	547,019
	Assets in Non-core		19,039	27,645
	Other assets		1,265,799	1,108,831
	Total assets		3,483,670	3,292,878
	Deposits		859,435	816,762
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	Liabilities in Non-core		2,816	5,520
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	Total liabilities		3,317,055	3,132,048
	Additional tier 1 etc.		14,343	11,317
	Shareholders' equity		152,272	149,513
	Statement of no material adverse change	since 31 Decemb	no material adverse change in ber 2016, the last day of the fir ecently audited financial stateme	nancial period in respect of
	Description of significant changes to financial or trading position	There has been ror of the Issuer 2016, the last day	no significant change in the fina and its subsidiaries taken as a y of the financial period in respe ents of the Issuer have been pre	whole since 31 December ct of which the most recent

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

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 (Source: Finansrådet (Danish Bankers' Association)) – and one of the largest in the Nordic region – measured by total assets as at 31 December 2015. The Group offers its customers in Denmark and in its other markets a broad range of services that, depending on the market, include services in banking, mortgage finance, insurance, trading, leasing, real estate agency and investment management. The Group has a leading market position in Denmark and is one of the larger banks in Northern Ireland and Finland. The Group also has significant operations in its other main markets of Sweden and Norway.					
B.16	Controlling shareholders	Not Applicable – The Issuer is not aware of any shareholder or group of connected shareholders who directly or indirectly control the Issuer.					
B.17 (Applicable for Annexes V and XIII)	Credit ratings assigned to the Issuer	As at the date of the Base Prospectus, the Issuer has been rated by the following rating agencies: Moody's Investors Service Ltd. ("Moody's"), Standard & Poor's Credit Market Services Europe Limited ("S&P") and Fitch Ratings Ltd ("Fitch"). The Issuer ratings are as follows:					
		Moody's S&P Fitch					
		senior unsubordinated long-term A2 A A debt/long-term Issuer default rating					
		senior unsubordinated short-term P-1 A-1 F1 debt/short-term Issuer default rating					
		Each of Moody's, S&P and Fitch is established in the European Union (the "EU") and is registered under Regulation (EC) No. 1060/2009 (as amended).					
		A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.					
		No ratings have been or are expected to be assigned to the Notes at the request of or with the co-operation of the Issuer in the rating process.					

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

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

C.5	Restrictions on the free	[While the Notes are in global form and held through the clearing systems, investors will be able to trade their beneficial interests only through Euroclear and
(Applicable	transferability	Clearstream, Luxembourg, as the case may be.]
for Annexes	of the Notes	
V, XII and		[Transfers of Notes may be effected only through the book entry system and register
XIII)		maintained by the [VP/VPS/Euroclear Finland/Euroclear Sweden].]
		The Notes will be freely transferable, subject to the offering and selling restrictions of the United States, the European Economic Area, the United Kingdom, Denmark, Finland, Norway and Sweden and the laws of any jurisdiction in which the Notes are offered or sold.

C.8	Rights attached to the Notes,	<i>5</i>
(Applicable	including	Ranking
for Annexes	ranking and	
V, XII and	limitations on	The Notes will constitute direct, unconditional, unsubordinated and unsecured
XIII)	those rights	obligations of the Issuer and will rank <i>pari passu</i> without any preference among themselves and at least <i>pari passu</i> with all other ordinary, non-preferred, unsubordinated and unsecured obligations (including liabilities in respect of deposits) of the Issuer, present and future save for certain mandatory exceptions provided by law, including those required as a result of the Bank Recovery and Resolution Directive (Directive 2014/59/EU) as implemented into Danish law. <i>Taxation</i> [All payments in respect of the Notes will be made without withholding or deduction for taxes imposed by Denmark. In the event that any such deduction is made, the

Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted. If any such additional amounts become payable and cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may redeem the Notes early by payment of the early redemption amount in respect of each calculation amount. / The Issuer shall not be liable for or otherwise obliged to pay any taxes which may arise in respect of the Notes and all payments made by the Issuer shall be made subject to any such taxes.]

Negative pledge and cross default

The terms of the Notes will not have the benefit of a negative pledge or a cross-default.

Events of default

The terms of the Notes will contain, amongst others, the following events of default: (i) default in payment of any principal or interest due in respect of the Notes, continuing for a period of 5 days after the date on which notice has been given to the Issuer; (ii) default in the performance or observance of any other obligation of the Issuer under the Notes and such default remains unremedied for 30 days after notice requiring remedy has been given to the Issuer; (iii) a legal process is levied or enforced or sued out upon or against any part of the assets of the Issuer which is material in its effect upon the operation of the Issuer and is not discharged or stayed within 60 days of having been so levied, enforced or sued out, (iv) events relating to the bankruptcy of the Issuer; and (v) the Danish Financial Supervisory Authority files a petition for the suspension of payments of the Issuer.

Meetings

The terms of the Notes will contain provisions for calling meetings of holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.

Governing Law

English law[, except that the registration of the Notes in [the VP Securities Services/the Norwegian Central Securities Depository/Euroclear Finland Oy/Euroclear Sweden AB] shall be governed by [Danish/Norwegian/Finnish/Swedish] law].

[C.9

(Applicable for Annexes V and XIII)

Interest, Redemption and Representation:

The nominal interest rate

The date from which interest becomes payable and the due dates for interest [Fixed Rate Notes: The Notes bear interest [from their date of issue/from $[\bullet]$ /in respect of [the/each] interest period falling during the period from ([and including/but excluding]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$]] at the fixed rate of $[\bullet]$ per cent. [per annum].]

[Variable Rate Notes: The Notes are [[Capped/Floored/Collared/Reverse] Floating Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range Accrual Notes] / [Binary Rate Notes] / [Inflation Adjusted Interest Notes] [specify combination of the above].

[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]

Where the rate is not fixed, description of the underlying on which it is based	The Notes bear interest [from their date of issue/from [●]/for the interest period[s] specified below] at a variable rate calculated by reference to [the Relevant Rate/Reference Price _t] specified below.]					
	<u> </u>					
	[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated by reference to the following formula:					
	(Leverage x Releva	ant Rate) + Marg	gin		
	For the purposes of the	he above:				
	"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate]. "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.					
	"Leverage"		6/100%/the percentant interest period in	age specified for the the Table below]		
	"Margin"			centage specified for d in the Table below]		
		[TA]	BLE			
	Interest period [Leverage [Margin ending on or about					
	[●]		[●]%	[●]%		
	[•]		[•]%]	[•]%]		
	(Specify for each interest period)]]					

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

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

For the purposes of the above:

[currency] LIBOR / E [currency] OMX Swap "Relevant Rate" mean interest period, the [un	"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate]. "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.				
"Cap" = [[●]%/the percentage specified for the relevant interest period in the Table below]					
"Leverage"	=		%/the percentage terest period in the	-	
"Margin"	=		%/Zero/the percent interest period in	• •	
		[TABLE	Ε		
Interest period ending on or about		[Cap	[Leverage	[Margin	
[•]		[●]%	[●]%	[●]%	
[•]		[●]%]	[●]%]	[●]%]	
	(Specify	for each inte	rest period)]]		

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

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

For the purposes of the above:

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

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

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

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

"Margin"		ant interest period in	tage specified for the Table below]
Interest period ending on or about	[Floor	[Leverage	[Margin
[●]	[●]%	[●]%	[●]%
[●]	[●]%]	$[ullet]\%_0]$	[●]%]
	(Specify for each inte	erest period)]]	

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

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

For the purposes of the above:

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

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

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

(Specify	for each	h intorost	neriod)]]

[Reverse Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) $[\bullet]$ to (([and including/but excluding])) $[\bullet]$] is determined by reference to the following formula:

Max [Floor; Min [Cap; Specified Rate - (Leverage x Relevant Rate)]]

For the purposes of the above:

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

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

"Cap"	=	[[●]%/Not Applic for the relevant in below]	•	• •
"Floor"	=	[[●]%/Zero/the prelevant interest pe		
"Leverage"	=	[[●]%/100%/the relevant interest per		
"Specified Rate"	=	[[●]%/the percent interest period in t		
		[TABLE		
Interest period ending on or about	[Ca	ap [Floor	[Specified Rate	[Leverage
[•]	[•]	% [●]%	[●]%	[●]%
[•]	[•]	[●]%]	[●]%]	[●]%]

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

(Specify for each interest period)]]

Max [Floor; Min [Cap; Leverage x (Relevant Rate - Strike Rate)]]

For the purposes of the above: "Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate]. "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date. "Cap" [[•]%/Not Applicable/the percentage specified for the relevant interest period in the Table below] "Floor" [[●]%/Zero/the percentage specified for the relevant interest period in the Table below] "Leverage" [[•]%/100%/the percentage specified for the relevant interest period in the Table below] "Strike Rate" [[•]%/in respect of an interest period, the percentage specified for such interest period in the Table below] **TABLE** Interest [Strike Floor [Cap [Leverage period Rate ending on or about [•]% [•]% [•]% [•]% [•] [•]%] [•]%] [**●**]%] [•]%]

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

(Specify for each interest period)]]

Max [Floor; Min [Cap; (Rate of Interest_{t-1} + Snowball Amount_t) – (Leverage x Relevant Rate)]]

For the purposes of the above:

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

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

"Relevant Rat interest period, Item for such i	the [underlyin	g rate] [[spec				
"Cap"	=		e relevant int	le/the percenta erest period i		
"Floor"	=	[[●]%/Zero/the percentage specified for the relevant interest period in the Table below]				
"Leverage"	=	= [[●]%/100%/the percentage specified for the relevant interest period in the Table below]				
"Snowball An	nount _t " =		the percentage in the table be	e specified for elow]	such interest	
1	,	[TAE	BLE	I	1	
Interest period ending on or about		[Snowball Amount _t	[Сар	[Floor	[Leverage	
[●]		[●]%	[●]%	[●]%	[●]%	
[•]		[●]%]	[•]%]	[•]%]	[●]%]	

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

(Specify for each interest period)]]

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

For the purposes of the above:

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

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

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

"Reference Price_t" means, in respect of an interest observation date, the [level / price / [underlying] rate / value / [specify period] performance] of the Reference Item in respect of such interest observation date[, provided that Reference Price_t in

101		or each interest period		[-]/v]
[•]	[•][%]	[•][%]	[•]%]	[•]%
[•]	[•][%]	[•][%]	[●]%	[•]%
Interest period ending on or about	[Lower Barrier	[Upper Barrier	[Specified Rate 1	[Specifie Rate 2
	1	[TABLE	I	I
"Upper Barrie	• " =	[[●][%]/the [percer the relevant interest		-
"Specified Rate	e 2" =	[[●]%/Zero/the rate interest period in the	•	
"Specified Rate	e 1" =	[[●]%/the rate speci period in the Table		evant intere
"Lower Barrie	r " =	[[●][Zero][%]/the specified for the relation Table below]		ntage/amour period in the
	-	riod shall be deemed to y preceding interest o		

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

- (a) if Reference Price_t is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, Specified Rate 1; or
- (b) otherwise, Specified Rate 2.

For the purposes of the above:

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

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

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

	"Specified Rate 1"		_	e specified f	or the releva	nt interest
	"Specified Rate 2"	= [[●]%/the rate		or the releva	nt interest
	"Upper Barrier"				amount] spe d in the Tabl	
		ı	TABLE			
	t Interest period ending on or about	[Interest Determination Date	[Specifie d Rate 1	[Specifie d Rate 2	[Lower Barrier	[Uppe r Barrie r
	1 [•]	[•]	[●]%	[●]%	[•][%]	[•][%]
	[●]	[•]]	[●]%]	[●]%]	[●][%]]	[●][%]]
		(Specify for e	ach interest	period)]]		
	specified rate, adjust Item, determined as For the purposes of t	follows: Specified Ra			or the f	
	"Reference Item" n	neans [insert desc	eription of in	flation inde	x].	
	"Reference Pricet" [[specify period] per date.	_				
	"Specified Rate"			rcentage spe d in the Tab	ecified for the le below].	e relevant
		1	TABLE			
	t Interest period e	ending [Interest Date	Determin	nation [Spo	ecified Rate	
	1 [•]	[●]		[●]	%	
	[•]	[•]]		[●] ⁹	%]	
1	i					

[Reference Item-Linked Interest Notes: As amounts in respect of interest will be determined by reference to the performance of the Reference Item[s], the Interest Amount in respect of an Interest Period and each calculation amount will be determined as follows: If on a specified coupon valuation date, the Relevant Autocall Interest Performance is equal to or greater than the Interest Barrier, the Interest Amount per calculation amount shall be an amount equal to the Autocall Interest Amount. Otherwise the Interest Amount shall be zero. For the purposes of the above: "Autocall Interest Amount" means an amount determined by reference to the following formula: [CA [x t] x Specified Rate][—Paid Interest] [CA x Max [Specified Rate; Relevant Autocall Interest Performance -Autocall Strike]] [where "t" is the numerical value of the relevant interest determination date] "Autocall Interest Performance" means, in respect of [the/a] Reference Item and a specified interest determination date (t), the [level/price/rate/value] of such Reference Item on such specified interest determination date (t) DIVIDED BY the [average/highest/lowest³] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period⁴], expressed as a percentage. "Paid Interest" means the sum of the Autocall Interest Amounts (if any) previously paid prior to such Interest Payment Date. "Relevant Autocall Interest Performance" means [the Autocall Interest Performance of the Reference Item/the sum of the weighted Autocall Interest Performances for each of the Reference Items/the [●] highest Autocall Interest Performance of any Reference Item]. "Specified Rate" [[●]%] / The percentage specified for the relevant interest determination date below] ["Autocall Strike" [•]% / The percentage specified for the relevant interest determination date below] "Interest Barrier" [[●]% / The percentage specified for the relevant interest determination date below] "interest determination dates" $[[\bullet], [\bullet]]$ and $[\bullet]$ / As specified below] (subject to postponement])] **TABLE**

³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

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

t	interest determination dates	[Specified F	Rate [Autocall Strike	[Interest Barrier
1	[•]	[●]	[●]%	[●]
	[●]	[•]]	[●]%]	[•]]]
	(Specij	fy for each In	terest Period)]]	
[Valuation				
"initial valua	tion date"	=	[●] (subject to postp	onement)]
["initial aver	aging dates"	=	[●], [●] and [[[modified] pos omission])]	•] (subject to stponement /
"initial valua	tion period"	=	from ([but excludin $[\bullet]$ to ([and includin $[\bullet]^5$]	
["valuation p for the initial	period dates" valuation period	=	[Each [●] [, [●] during the initial (each such date subj postponement / omis	valuation period] ect to [[modified]
["interest det	termination date	s " =	$[\bullet]$, $[\bullet]$ and $[$ postponement)]]	[●] (subject to
swap rates, de	Rate" is the rate determined as follows		reference to the differ	rence between two
	ses of the above: 1" is [●] year [in.	sert relevant	Reference Rate]	
[Interest[, if arrear] on [●]	any,] will be pa	id [annually n year[, subje	Reference Rate]] / semi-annually/quartect to adjustment for no [•].]	
annual/quarte	rly/monthly] inte	rest period b	ue] in respect of ea ut the interest amount Il only be payable on t	in respect of each

⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission])" are deleted.

⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

	interest period shall be multiplic to the relevant cross-rate] on th of such interest period [or, if a event redemption date] DIVID	ed by the spectory of the spec	ble and the Interest Amount in respect of each the [•] exchange rate [determined by reference diffied interest FX determination date in respect the ble, the [fifth business day] prior to the credit [[•], being] [the [average] [initial price/rate] by reference to the relevant cross-rate] [on the property of the expressed as a percentage]
	["initial valuation date"	=	[●] (subject to postponement)]
	["initial averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]
	["interest FX determination date"	=	In respect of an interest period and the related Interest [Period/Payment] Date, [the [●] Currency Business Day prior to such Interest [Period/Payment] Date/the date specified for such Interest [Period/Payment] Date in the table below (subject to postponement):
	Interest [Period/Payment] Date		Interest FX Determination Dates
	[●]		[●]
	[●]		[•]
	[●]		[•]
	(Specij	fy for c	each Interest Period)]

[The Notes do not bear any interest.] [The Notes are Zero Coupon Notes and will be offered and sold at a discount to their principal amount.]

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

[Optional redemption

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

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

[Early Redemption (Autocall)

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

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

For the purposes of the above:

"Autocall Performance" means, in respect of [the/a] Reference Item and a specified autocall valuation date (*t*), the [level/price/rate/value] of such Reference Item on such specified autocall valuation date (*t*) DIVIDED BY the [average/highest/lowest⁷] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]]/on any valuation period date during the initial valuation period⁸], expressed as a percentage

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

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

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

⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

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

[Valuation	
["initial valuation date"	= [●] (subject to postponement)]
["initial averaging dates" postponement / omission])]	= $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to [[modified]
["initial valuation period" ["valuation period dates"	= from ([but excluding/and including]) [●] to ([and including/but excluding]) [●] ⁹]
for the initial valuation period	 Each [●] [, [●] and [●]] falling during the initial valuation period (each such date subject to [[modified] postponement / omission])]¹⁰
["autocall valuation dates"	= $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to postponement)]]

Early redemption

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

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

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

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

⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission])" are deleted.

¹⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

redemption or, as the case may be, the date upon which the Note becomes due and payable]
Redemption at maturity
Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the maturity date.
The maturity date is [●].
The "Final Redemption Amount" is [par/[●]% of the aggregate principal amount].

An indication of yield	[The yield on the Notes is [●]% per annum. The yield is calculated at the issue date of the Notes on the basis of the issue price of the Notes of [●] per cent. It is not an indication of future yield.] / [Not Applicable – the Notes are not fixed rate Notes.]
Name of Trustee	Not Applicable – There is no trustee.
	See also Element C.8 above.

	Trustee						
		See also Element C.8 above.					
[C.10 (Applicable for Annex V)	Derivative component of the interest payment	[Not Applicable – there is no derivative component in the interest payments.] [Interest payable in respect of Capped Floating Rate Notes is subject to a Cap and, therefore, where the Relevant Rate is greater than the Cap, investors will not participate in the increase in the Relevant Rate above such Cap.] [Interest payable in respect of Floored Floating Rate Notes is subject to a Floor and, therefore, where the Relevant Rate is less than the Floor, investors will not participate in the decrease in the Relevant Rate below such Floor.] [Interest payable in respect of Collared Floating Rate Notes is subject to a Cap and a Floor and, therefore, where the Relevant Rate is greater than the Cap, investors					
		will not participate in the increase in the Relevant Rate above such Cap and where the Relevant Rate is less than the Floor, investors will not participate in the decrease in the Relevant Rate below such Floor.] [Interest payable in respect of Reverse Floating Rate Notes is subject to how the Specified Rate compares to the Relevant Rate [and the amount of interest payable is subject to [a Cap] [and] [a Floor].]					
		[Interest payable in respect of Steepener Notes is subject to how the Relevant Rate compares to the relevant Strike Rate [and the amount of interest payable is subject to [a Cap] [and] [a Floor].]					
		[In respect of Snowball Notes, the Snowball Amount will operate to increase the fixed rate to which the Relevant Rate is compared and Snowball Notes are subject to (i) an accreting fixed rate and how it compares to the Relevant Rate [and the amount of interest payable is subject to [a Cap] [and] [a Floor].]					

[As a leverage factor [greater/less] than 100% is applied, the effect of changes in the level of the variable relevant rate is [magnified/reduced]]

[Interest payable in respect of Range Accrual Notes is subject to the proportion of interest observation dates within the relevant interest period for which Reference Price_t falls within the specified parameters and thus Range Accrual Notes can be volatile instruments and may pay little or no interest in respect of an interest period.]

[Different amounts of interest will be payable in respect of Binary Rate Notes, depending on whether Reference Price_t falls within the specified parameters on the relevant interest determination date.]

[Interest payable in respect of Inflation Adjusted Interest Notes are subject to (i) a Specified Rate and (ii) the performance of the Reference Item over a certain time period. Therefore, increases in the level of the relevant Reference Item will operate to increase the amount of interest payable.

[Reference Item-Linked Interest Notes will pay interest depending on whether the Relevant Autocall Interest Performance is equal to or greater than a specified barrier, otherwise no interest will be paid in respect of the relevant interest period.]

[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]

[Rate-Linked Notes: Adjustments

The terms and conditions of the Notes contain provisions, as applicable, relating to non-publication of the Reference Item and details of the consequences of such events. Such provisions may permit the Calculation Agent to obtain quotations from dealers in the relevant market or use underlying rates for a previous interest period.]

[Inflation-Linked Notes: Adjustments

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

[Reference Item-Linked Notes other than Rate-Linked Notes and Inflation-Linked Notes: **Disrupted Days, Market Disruption Events and Adjustments**

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

	See also Element C.9.

[C.11	Admission	to	[Application has been made to the [Irish Stock Exchange plc]/[the Nasdaq
	trading		Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq Helsinki Oy]/[the
(Applicable			Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg
for Annexes			Stock Exchange] for the Notes to be admitted to trading on [[the Irish Stock
V and XII)			Exchange plc] / [the Nasdaq Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the
			Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX
			[Sweden/Finland])]] / [the Luxembourg Stock Exchange]].] / [Not Applicable. The
			Notes are not admitted to trading on any exchange.]]

[C.15

(Applicable for Annex XII) Description of how the value of the investment is affected by the value of the underlying instrument(s) [[The Notes are [fixed/variable] rate Notes [which are [[Capped/Floored/Collared/Reverse] Floating Rate Notes / Steepener Notes / Snowball Notes / Range Accrual Notes / Binary Rate Notes / Inflation-Linked Interest Notes]] [and interest/Interest] in respect of the Notes is determined by reference to the performance of the Reference Item] [adjusted to reflect changes in the specified exchange rate] (or specify a combination of the above) and the redemption amount payable under the Notes is [[•]% of the aggregate principal amount / linked to the performance of the Reference Item specified in Element C.20 below] [adjusted to reflect changes in the specified exchange rate].

[The principal amount payable at maturity will be subject to a minimum redemption amount of [●]% of the calculation amount[, subject as provided below,] [and the Final Redemption Amount may be less than par].]

[The Notes are also Credit-Linked Notes. Following the occurrence of a Credit Event in respect of [the/a/[nth]] Reference [Entity/Entities] (being, [a bankruptcy] [or] [a failure to pay] [or] [an obligation default] [or] [an obligation acceleration] [or] [a repudiation/moratorium] [or] [a restructuring] [or] [a governmental intervention] in respect of the [relevant] Reference Entity or specified obligations thereof),

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

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

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

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

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

[See also Element C.18 below.]

[C.16	Maturity date
	and final
	reference date

The maturity date is [●]. The final reference date is the [final [valuation/averaging] date specified in Element C.18 below].]

(Applicable for Annex XII)		
[C.17 (Applicable for Annex XII)	Settlement procedure of derivative securities	The Notes are cash settled Notes.]
[C.18 (Applicable for Annex XII)	Return on derivative securities	The interest amounts (if any) and the redemption amount due at maturity ar determined as follows:
		Interest
		[Fixed Rate Notes: [Subject as provided in Element C.15, the/The] Notes bear interest [from their date of issue/from [●]/in respect of [the/each] interest periof falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]]] at the fixed rate of [●] per cent. [per annum].]
		[Variable Rate Notes: The Notes are [[Capped/Floored/Collared/Reverse] Floatin Rate Notes] / [Steepener Notes] / [Snowball Notes] / [Range Accrual Notes] [Binary Rate Notes] / [Inflation-Linked Interest Notes] [specify combination of the above].
		[The Interest Amount in respect of each interest period will be adjusted to reflect the change in the specified exchange rate between the specified initial valuation date[s] and the specified interest FX determination date for the relevant interest period.]
		[Subject as provided in Element C.15, the/The] Notes bear interest [from their dat of issue/from [●]/for the interest period[s] specified below] at a variable rat calculated by reference to [the Relevant Rate/Reference Pricet] specified below.]
		[Floating Rate Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be calculated be reference to the following formula:
		(Leverage x Relevant Rate) + Margin
		For the purposes of the above:
		"Reference Item" means [insert description of Inflation Index] / [[●] mont [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] yea [currency] OMX Swap Rate] / [Swap Rate].
		"Relevant Rate" means, in respect of the relevant interest determination date for a interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.

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

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

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

For the purposes of the above:

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

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

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

(Specify for each interest period)]]

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

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

For the purposes of the above:

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

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

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

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

(Specify for each interest period)]]

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

For the purposes of the above:

Г	1							
	[currency] LIBOR	"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].						
	interest period, the	"Relevant Rate" means, in respect of the relevant interest determination date for interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.						
	"Cap"	=	[[●]%/the percentage specified for the relevant interest period in the Table below]					
	"Floor"	=	[[●]%/the percentage specified for the relevant interest period in the Table below]					
	"Leverage"	=	[[●]%/100%/the percentage specified for the relevant interest period in the Table below]					
	"Margin"	=	[[+/-][●]%/Zero/the percentage specified for the relevant interest period in the Table below]					

	[TABLE							
Interest period ending on or about	[Сар	[Floor	[Leverage	[Margin				
[•]	[●]%	[●] %	[●]%	[●]%				
[•]	[●]%]	[●]%]	[●] %]	[●]%]				
	(Specify for each	interest perio	od)]]					
Max [Floor; Min [6] For the purposes of the "Reference Item" m [currency] LIBOR / El [currency] OMX Swap "Relevant Rate" mean interest period, the [un-	including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula: Max [Floor; Min [Cap; Specified Rate - (Leverage x Relevant Rate)]] For the purposes of the above: "Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate]. "Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.							
"Cap"		he relevant in	able/the percent nterest period					
"Floor"		-	ercentage spec					
"Leverage"		_	ercentage spec					
"Specified Rate"		_	ige specified for the Table below]					
	[TA	BLE						
Interest period	[Cap	[Floor	[Specified Rate	[Leverage				
ending on or about								
~	[●]%	[●]%	[●]%	[●]%				

	(Spec	ify for each	interest perio	od)]]			
[Steepener Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula:							
Max [Floor; Mir	Max [Floor; Min [Cap; Leverage x (Relevant Rate - Strike Rate)]]						
For the purposes of the	ne above						
[currency] LIBOR / I	"Reference Item" means [insert description of Inflation Index] / [[●] month [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].						
"Relevant Rate" means, in respect of the relevant interest determination date for interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.							
"Cap" = [[●]%/Not Applicable/the percenta for the relevant interest period in below]							
"Floor"	"Floor" = [[●]%/Zero/the percentage specified for the relevant interest period in the Table below]						
"Leverage" = [[●]%/100%/the percentage specified for the relevant interest period in the Table below]							
"Strike Rate"	"Strike Rate" = [[●]%/in respect of an interest period, the percentage specified for such interest period in the Table below]						
		[TA]	BLE				
Interest [Strike [Cap [Floor [Level period Rate ending on or about							
[•]		[●]%	[●]%	[●] %	[●] %		
[•]		[●]%]	[●]%]	[●]%]	[●]%]		
	(Spec	ify for each	interest perio	pd)]]			
[the/each] interest p	[Snowball Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] is determined by reference to the following formula:						

Max [Floor; M	Max [Floor; Min [Cap; (Rate of Interest _{t-1} + Snowball Amount _t) – (Leverage x Relevant Rate)]]						
For the purposes of	For the purposes of the above:						
	"Rate of Interest _{t-1} " means, in respect of an interest period (t) , the rate of interest for the immediately preceding interest period $(t-1)$ or, if none, $[\bullet]$.						
[currency] LIBOR	"Reference Item" means [insert description of Inflation Index] / [[●] monti [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] year [currency] OMX Swap Rate] / [Swap Rate].						
interest period, the	"Relevant Rate" means, in respect of the relevant interest determination date for an interest period, the [underlying rate] [[specify period] performance] of the Reference Item for such interest determination date.						
"Cap"	=	[[●]%/Not Applicable/the percentage specified for the relevant interest period in the Table below]					
"Floor"	=	[[●]%/Zero/the percentage specified for the relevant interest period in the Table below]					
"Leverage"	=	[[●]%/100%/the percentage specified for the relevant interest period in the Table below]					

"Snowball Amount_t"

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

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

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

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

For the purposes of the above:

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

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

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

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

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

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

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

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

[TABLE

Interest period ending on or about	[Lower Barrie	er [Upper Barrier	[Specified Rate	[Specified Rate 2
[•]	[•][%]	[•][%]	[●]%	[●] %
[•]	[•][%]]	[•][%]]	[●]%]	[●]%]
(Specify for each interest period)]]				
[Binary Rate Notes: The rate of interest in respect of [an interest period/in respect [the/each] interest period falling during the period from ([and including/excluding]) [●] to (([and including/but excluding])) [●]] is one of two binary rate depending on whether the Reference Pricet of the Reference Item is equal to greater than the Lower Barrier and equal to or less than the Upper Barriet determined as follows: (a) if Reference Pricet is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier, Specified Rate 1; or (b) otherwise, Specified Rate 2. For the purposes of the above: "Reference Item" means [insert description of Inflation Index] / [[●] more [currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / BBSW] / [[●] y [currency] OMX Swap Rate] / [Swap Rate]. "Reference Pricet" means, in respect of an interest determination date for an interperiod, the [underlying rate/[specify period]] performance] of the Reference Item such interest determination date.				
"Lower Barrio		[[●][Zero][%]/the	[percentage/amou st period in the Tab	
"Specified Rate 1" = [[●]%/the rate specified for the relevant interesperiod in the Table below]				
"Specified Rate 2" = [[●]%/the rate specified for the relevant interest period in the Table below]				
"Upper Barrier" = [[●][%]/the [percentage/amount] specified for the relevant interest period in the Table below]				
[TABLE				
t Interest period end on or abou	_	_	[Specifie [Lo d Rate 2 Bar	
<u>1</u> [●]	[•]	[●]%	[●]% [●]	[•][%]

	5.22	5-70/7	5-70/7	5 - 350 (33	5 - 350 / 3
[•]	[●]]	[●]%]	[●]%]	[•][%]]	[•][%]]
	(Specify)	for each intere	st period)]]		
period/in responsible including/but specified rate,	[Inflation Adjusted Interest Notes: The rate of interest in respect of [an interest period/in respect of [the/each] interest period falling during the period from ([and including/but excluding]) [●] to (([and including/but excluding])) [●]] will be a specified rate, adjusted to reflect the [specify period] performance of the Reference Item, determined as follows:				
	Specified	Rate x Refer	ence Price	t	
For the purpos	es of the above:				
"Reference It	em" means [insert	description of	inflation ind	ex].	
"Reference Pricet" means, in respect of the relevant interest determination date (t), the [specify period] performance of the Reference Item for such interest determination date.					
"Specified Rate" = [[●]%/the percentage specified for the relevant interest period in the Table below].					
		[TABLE			
t Interest pe	-		ination [S _I	pecified Rate	
1 [●]	[●]		[•]]%	
[•]	[●]]		[•]]%]	
	(Specify)	for each intere	st period)]]		
[Autocall Interest Notes: As amounts in respect of interest will be determined by reference to the performance of the Reference Item[s], the Interest Amount in respect of an Interest Period and each calculation amount will be determined as follows: If on a specified coupon valuation date, the Relevant Autocall Interest Performance is equal to or greater than the Interest Barrier, the Interest Amount per calculation amount shall be an amount equal to the Autocall Interest Amount. Otherwise the Interest Amount shall be zero.					
For the purpos	For the purposes of the above:				
	erest Amount" m	eans an amou	nt determine	ed by referer	nce to the
	[CA [x t] x Spe	ecified Rate]	– Paid Inte	erest]	

		(Specify for	each In	terest Period)]	
	[•]	[•]]	ļ	[●]%]	[•]]
	1 [•]	[•]		[●]%	[•]
	t interest determination dates	[Specified Ra	nte	Autocall Strike	[Interest Barrier
			[TABI	Æ	
	"interest determinat	tion dates"	=	[[ullet], [ullet] and [ullet] (subject to postpo	/ As specified below] onement)]
	"Interest Barrier"	-	=		centage specified for est determination date
	["Autocall Strike"	=	=		centage specified for est determination date
	"Specified Rate"	=	=		centage specified for est determination date
	"Relevant Autocall Performance of the Performances for ea Performance of any F	Reference Iter ch of the Refe	m/the si erence I	um of the weight	ted Autocall Interest
	"Paid Interest" mean paid prior to such Inte			all Interest Amour	nts (if any) previously
	"Autocall Interest P a specified interest Reference Item on su [average/highest/lowe Item [on the initial va valuation period ¹²], e	determination uch specified in est ¹¹] [initial paluation date[s]	date (talenterest de price/level/on any), the [level/price etermination date of el/price/rate/value valuation period of	e/rate/value] of such (t) DIVIDED BY the] of such Reference
	[where "t" is the num	nerical value of	the rele	vant interest deteri	mination date]
	[CA x Max [Speci		ocall S		st Performance –
	[CA x Max [Speci	ified Rate: Re	levant	Autocall Interes	st Performance –

[The "Swap Rate" is the rate determined by reference to the difference between two swap rates, determined as follows: Swap Rate 1 – Swap Rate 2

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

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

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

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

Early redemption

See "Taxation" and "Events of Default" in Element C.8 above [and "Disrupted Days, Market Disruption Events and Adjustments" below] for information on early redemption in relation to the Notes.

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

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

[Early Redemption (Autocall)

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

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

For the purposes of the above:

"Autocall Performance" means, in respect of [the/a] Reference Item and a specified autocall valuation date (t), the [level/price/rate/value] of such Reference Item on such specified autocall valuation date (t) DIVIDED BY the

[average/highest/lowest¹³] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period¹⁴], expressed as a percentage "Relevant Autocall Performance" means [the Autocall Performance of the Reference Item/the sum of the weighted Autocall Performances for each of the Reference Items/ the [●] highest Autocall Performance of any Reference Item]] "Autocall Barrier" [[●]% / The percentage specified for the relevant autocall valuation date below] "autocall valuation dates" $[\bullet]$, $[\bullet]$ and $[\bullet]$ / As specified below] (subject to postponement) **[TABLE** autocall valuation date [Autocall Barrier [ullet][•]% [**●**]%] (Specify for each Interest Period)] Redemption at maturity Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date. The maturity date is $[\bullet]$. [Credit-Linked Notes only: Subject as provided below under "Redemption following

the occurrence of a Credit Event", the "Final Redemption Amount" is [par/[●]%][, adjusted to reflect changes in the specified exchange rate].] ["FX Principal Conversion": Applicable and the Final Redemption Amount shall be multiplied by the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] [or, if applicable, the [fifth business day] prior to the credit event redemption date] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate on the initial [averaging/valuation] date[s]]], expressed as a percentage] ["initial valuation date" [•] (subject to postponement)] ["initial averaging dates" [ullet] $[\bullet]$, $[\bullet]$ and (subject postponement)] ["final valuation date" [•] (subject to postponement)]

¹³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "highest/lowest" are inserted.

¹⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

]
["final averaging dates" = $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject to postponement)]
[Reference Item-Linked Redemption Notes: [Subject as provided below under "Redemption following the occurrence of a Credit Event", t/T]he Final Redemption Amount in respect of each calculation amount ("CA") is linked to the performance of the Reference Item and shall be the Reference Item-Linked Redemption Amount (which shall not be less than zero) determined as set out below:
[Inflation Adjusted Redemption Notes: The Reference Item Adjusted Redemption Amount shall be the "Inflation Adjusted Redemption Amount" determined as follows:
RPA x Max [Performance Floor;(PR x Reference Price _f)] x OFX
Where:
"FX Option Conversion": [Applicable and "OFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]
"FX Principal Conversion": [Applicable and "PFX" shall be the $[\bullet]$ exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY $[[\bullet]$, being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]
"Reference Price _f " means the [specify period] performance of the Reference Item for the final valuation date.
"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX.
"Performance Floor" = [[●]%/100%]
"PR" = [[●]%/100%]
[The Reference Item-Linked Redemption Amount shall be the "Call Redemption Amount" determined by reference to the following formula:
PDA + Reference Item Amount

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage¹⁵

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

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [●]%/100%]

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

RPA + Reference Item Amount

For the purposes of the above:

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

¹⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

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

Where:

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage¹⁶

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

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

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

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

Where:

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

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage¹⁷

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

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage¹⁸

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

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

"Performance Cap" = [●]%

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

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

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

[averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage¹⁹

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

"Performance Cap" = [●]%

"Performance Floor" = [[●]%/Zero]

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

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

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

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

"Performance" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage²⁰

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

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1"Performance" means, in respect of a Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial of such Reference Item price/level/price/rate/value] on [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage²¹ "Rainbow Call Performance" means the sum of the weighted Call Performances for each of the Reference Items For the purposes of such determination, the weighting of each Reference Item shall be determined as follows: the Call Performance of each Reference Item shall ranked in order of the highest such Call Performance to the lowest such Call Performance and the weighting assigned to each Reference Item shall depend on the order in which it is so ranked, as follows: Ranking Weighting Best performing [•]% [•]% Worst performing [•]% "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]] The Reference Item-Linked Redemption Amount shall be the "Quadratic Call **Redemption Amount**" determined by reference to the following formula: RPA + Reference Item Amount For the purposes of the above: "Reference Item Amount" means an amount determined by reference to the

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

following formula:

CA x Max [Performance Floor, (PR x Quadratic Call Performance)] x OFX				
Where:				
"Quadratic Call Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item]				
"FX Option Conversion": [Applicable and "OFX" shall be the $[\bullet]$ exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY $[[\bullet]$, being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1]				
"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1]				
"Performance" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such initial valuation period] DIVIDED BY the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage ²²				
"Relevant Principal Amount" ("RPA") mean the CA multiplied by [●]% multiplied by PFX				
"Performance Floor" = [[●]%/Zero]				
" PR " = [[●]%/100%]				
"Strike" = [[●]%/100%]]				
[The Reference Item-Linked Redemption Amount shall be the "Quadratic Put Redemption Amount" determined by reference to the following formula: RPA + Reference Item Amount				

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

For the purposes of the above:

"Reference Item Amount" means an amount determined by reference to the following formula: CA x Max [Performance Floor, (PR x Quadratic Put Performance)] x OFX Where: "Quadratic Put Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] MINUS Strike "FX Option Conversion": [Applicable and "OFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, OFX = 1"FX Principal Conversion": [Applicable and "PFX" shall be the [●] exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[●]], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1"Performance" means, in respect of [the/a] Reference Item and the specified initial [[averaging/valuation] date[s]/valuation period], **[**[●], being] [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during such period] DIVIDED BY valuation the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during the final valuation period, expressed as a percentage²³ "Relevant Principal Amount" ("RPA") mean the CA multiplied by [●]% multiplied by PFX "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]]

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

RPA + Reference Item Amount

final valuation period, expressed as a percentage".

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

For the purposes of the above:

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

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

Where:

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/lowest/highest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage²⁴

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

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

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

"Performance Floor" = [[●]%/Zero]

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

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

"PP Floor" = [●]%

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

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

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

"Periodic Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the [level/price/rate/value] of such Reference Item on such periodic valuation date DIVIDED BY the [level/price/rate/value] of such Reference Item on

the immediately preceding periodic valuation date, or if none, $[[\bullet]]$, being [the specified initial valuation date/the initial price], expressed as a percentage

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

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

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

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

 $["PP Cap" = [] \bullet]\%]$

["PP Floor" = [[●]%]

"Performance Floor" = [[●]%/Zero]

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

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

"RI Super Asian Performance" means, in respect of [the/a] Reference Item and a periodic valuation date, the Super Asian Level of such Reference Item on such periodic valuation date DIVIDED BY [[●], being] the [average/highest/lowest²5] [initial price/level/price/rate/value] of such Reference Item [on the initial valuation date[s]/on any valuation period date during the initial valuation period²6], expressed as a percentage

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

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

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

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

"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

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

Where:

²⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

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

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

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

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

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

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

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

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

"Performance" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage²⁷

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

"Barrier Level" = [●]

"Performance Floor" = [[●]%/Zero]

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

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²⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

²⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

"Strike"	=	[[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

Where:

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

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

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

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

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

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

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

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

	[averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage ²⁹
	"Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX
	"Barrier Level" = [●]
30	"Performance Floor" = [[●]%/Zero]
	" PR " = [[●]%/100%]
	"Strike" = [[●]%/100%]]

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

CA x Fixed Performance x OFX

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

Where:

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

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

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

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

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²⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of the Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

³⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

CA x Highest Fixed Performance x OFX

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

Where:

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

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

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

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

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

["European Barrier Event" means the Call Performance is greater than or equal to any Barrier] "Highest Fixed Performance" means [the Fixed Performance in respect of the Barrier/the Fixed Performance in respect of the Barrier next lowest to Call Performance] "FX Option Conversion": [Applicable and "OFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation date[s]], expressed as a percentage]19 / [Not Applicable, OFX = 1"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the [averaging/valuation] date[s]/on any valuation period date during the final valuation period], expressed as a percentage³² "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX 33 "Strike" [[•]%/100%] "Barrier" "Fixed Performance" [●]% [•]% [[**●**]% [[**•**]% [•]%]]

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

RPA + Reference Item Amount

³² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the final valuation period], expressed as a percentage".

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

For the purposes of the above:

"Reference Item Amount" means:

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

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

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

Where:

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

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

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

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

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage³⁴

³⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation

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

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

RPA + Reference Item Amount

For the purposes of the above:

"Reference Item Amount" means:

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

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

Where:

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

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

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

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

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

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

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

price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]19 / [Not Applicable, OFX = 1"FX Principal Conversion": [Applicable and "PFX" shall be the exchange rate [determined by reference to the relevant cross-rate] on the specified final FX [averaging/valuation] date[s] DIVIDED BY [[•], being] [the [average] [initial price/rate] of such exchange rate [determined by reference to the relevant cross-rate] [on the initial [averaging/valuation] date[s]], expressed as a percentage]] / [Not Applicable, PFX = 1"Payout Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period, the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage³⁶ "Put Performance" means Strike MINUS [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Relevant Principal Amount" ("RPA") means the CA multiplied by [●]% multiplied by PFX "Barrier" [•]% 37 "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]] [The Reference Item-Linked Redemption Amount shall be the "Digital Put **Redemption Amount**" determined by reference to the following formula: RPA + Reference Item Amount For the purposes of the above:

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

"Reference Item Amount" means:

³⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

CA x Highest Fixed Performance x OFX

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

Where:

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

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

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

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

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

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

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

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

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage³⁸

³⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on

		e MINUS [the Performance of the Reference rmances for each of the Reference Items/the [●] ace Item]
	"Relevant Principal Amount" ('multiplied by PFX	"RPA") means the CA multiplied by [●]%
39	"Strike"	= [[●]%/100%]
	"Barrier"	Fixed Performance"
	[●]%	[●]%
	[[●]%	[[●]%
	[•]%]	[•]%]]

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

RPA + Reference Item Amount

For the purposes of the above:

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

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

Where:

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

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

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

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

³⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

"Relevant TOM Performance" means, in respect of a TOM Period (*t*), [the RI TOM Performance of the Reference Item/the sum of the weighted RI TOM Performances for each of the Reference Items] for such TOM Period (*t*)

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

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

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

TABLE

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

(Specify for each TOM Period)

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

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

"Performance Floor" = [[●]%/Zero]

"PR" = [[●]%/100%]

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

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

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

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

[CA - (CA x Max [Performance Floor, (PR x Put Performance)])] (iv) [otherwise, in the case of American Valuation, CA] (v) [in the case of Bermudan Valuation, if Observed Performance has on any Bermudan Observation Date been less than 100%, an amount determined by reference to the following formula [CA - (CA x Max [Performance Floor, (PR x Put Performance)])] (vi) [otherwise, in the case of Bermudan Valuation, CA] Where: "Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁴⁰] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period⁴¹], expressed as a percentage "Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage⁴² "Put Performance" means Strike MINUS Relevant Performance "Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [•] highest Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation "Performance Floor" [[●]%/Zero] "PR" [[•]%/100%] "Strike" [[•]%/100%]]

⁴⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁴¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

⁴² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

⁴³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

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

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

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

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

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

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

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

Where:

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁴⁴] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period⁴⁵], expressed as a percentage

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage⁴⁶

"Put Performance" means Strike MINUS Relevant Performance

⁴⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

⁴⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁴⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

	"Relevant Performance" means [the Performance of the Reference Item/the sum of the weighted Performances for each of the Reference Items/the [●] highest Performance of any Reference Item] "Valuation" means [American/Bermudan/European] Valuation		
	"Barrier"	=	[●]%
47	"Performance Floor"	=	[[●]%/Zero]
	"PR"	=	[[●]%/100%]
	"Strike"	=	[[•]%/100%]]

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

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

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

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

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

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

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

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

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

⁴⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words"["Bermudan Observation Dates" = [●]]" are deleted.

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

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

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

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

Where:

"Call Performance" means Relevant Performance MINUS Call Strike

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

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁴⁸] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period⁴⁹], expressed as a percentage

"Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage⁵⁰

"Put Performance" means Put Strike MINUS Relevant Performance

⁴⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁴⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words"/on any valuation period date during the initial valuation period" are inserted.

⁵⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

	"Relevant Performance" means of the weighted Performances for Performance of any Reference Item	or each of the	
	"Valuation" means [American/Be	ermudan/Europe	an] Valuation
51	"Call Barrier"	=	[●]%
	"Call Strike"	=	[[●]%/100%]
	"Put Barrier"	=	[●]%
	"Put Strike"	=	[[●]%/100%]
	"Performance Floor _{Call} "	=	[[●]%/Zero]
	"Performance Floor _{Put} "	=	[[●]%/Zero]
	"PR _{Call} "	=	[●]%
	"PR _{Put} "	=	[●]%]
		Redemption And Valuation, if Repount determined	nount", determined as follows: elevant Performance is less than by reference to the following

- [in the case of European Valuation, if Relevant Performance is equal to or (ii) greater than the Put Barrier but less than the Call Barrier, CA]
- (iii) [in the case of European Valuation, if Relevant Performance is equal to or greater than the Call Barrier, an amount determined by reference to the following formula:
- $[CA + (CA \times Max [Performance Floor_{Call}, (PR_{Call} \times Capped Performance)]$ x OFX]
- (iv) [in the case of American Valuation, if Observed Performance has at any time been less than the Put Barrier and has never been greater than the Call Barrier, an amount determined by reference to the following formula:

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

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

⁵¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

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

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

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

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

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

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

Where:

"Call Performance" means Relevant Performance MINUS Call Strike

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

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

"Observed Performance" means, in respect of [the/a] Reference Item, the Observation Price [during the Observation Period/on the Bermudan Observation Date] DIVIDED BY [[●], being] the [average/highest/lowest⁵²] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period⁵³], expressed as a percentage

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

⁵² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

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

	valuation period] DIVIDED BY [[oprice/level/price/rate/value] of [averaging/valuation] date[s]/on a valuation period], expressed as a period of the period o	such Reference valuation reentage ⁵⁴	nce Item [on the initial period date during the initial
	"Relevant Performance" means [tl of the weighted Performances for Performance of any Reference Item]	he Performance	e of the Reference Item/the sum
	"Valuation" means [American/Berr	mudan/Europea	nn] Valuation
55	"Call Barrier"	=	[●]%
	"Call Strike"	=	[[●]%/100%]
	"Put Barrier"	=	[●]%
	"Put Strike"	=	[[●]%/100%]
	"Performance Cap"	=	[●]%
	"Performance Floor _{Call} "	=	[[●]%/Zero]
	"Performance Floor _{Put} "	=	[[●]%/Zero]
	"PR _{Call} "	=	[●]%
	"PR _{Put} "	=	[●]%]

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

(i) ⁵⁶if [Relevant/Observed]⁵⁷ Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been]⁵⁸ less than the Put Barrier and [Relevant/Observed]⁵⁹ Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been]⁶⁰ less than the Call Barrier, an amount determined by reference to the following formula:

⁵⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period], expressed as a percentage".

⁵⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

⁵⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

⁵⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

⁵⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

⁵⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

⁶⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

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

- (ii) ⁶¹if [Relevant/Observed]⁶² Performance of the Put Element [is/has at any time been/has on any Bermudan Observation Date been]⁶³ equal to or greater than the Put Barrier and [Relevant/Observed]⁶⁴ Performance of the Call Element [is/has at any time been/has on any Bermudan Observation Date been]⁶⁵ less than the Call Barrier, CA]
- (iii) ⁶⁶if [Relevant/Observed]⁶⁷ Performance of the Call Element [is/has at all times been/has on all Bermudan Observation Dates been]⁶⁸ equal to or greater than the Call Barrier and [Relevant/Observed]⁶⁹ Performance of the Put Element [is/has at all times been/has on all Bermudan Observation Dates been]⁷⁰ equal to or greater than the Put Barrier, an amount determined by reference to the following formula:

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

(iv) otherwise⁷¹, an amount determined by reference to the following formula:

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

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Where:

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

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

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

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⁶¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

⁶² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

⁶³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at any time been/has on any Bermudan Observation Date been]" are substituted therefor.

⁶⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

⁶⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at any time been/has on any Bermudan Observation Date been]" are substituted therefor.

⁶⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation" are deleted.

⁶⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

⁶⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

⁶⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "Relevant" is deleted and the words "[Relevant/Observed]" are substituted therefor.

⁷⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the word "is" is deleted and the words "[is/has at all times been/has on all Bermudan Observation Dates been]" are substituted therefor.

⁷¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[in the case of European Valuation if Relevant Performance of the Put Element is less than the Put Barrier and Relevant Performance of the Call Element is equal to or greater than the Call Barrier" are deleted and the word "otherwise" substituted therefor.

⁷² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, sub-paragraphs (v) to (xii) are deleted.

Date] DIVIDED BY [[ullet], being] the [average/highest/lowest⁷³] [initial price/level/price/rate/value] of such Reference Item [on the initial averaging/valuation] date[s]/on any valuation period date during the initial valuation period⁷⁴], expressed as a percentage

"Performance" means, in respect of [the/a] Reference Item comprising the Put Element or the Call Element and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage⁷⁵

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

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

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

"Call Barrier" = [●]%

"Call Element" = [specify Reference Item(s)]

"Call Strike" = [[●]%/100%]

"Put Barrier" = [●]%

"**Put Element**" = [specify Reference Item(s)]

"Put Strike" = [[●]%/100%]

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

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

"PRCall" = [●]%

"PRPut" = [●]%]

[The Reference Item-Linked Redemption Amount shall be the "General

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⁷³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁷⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period" are inserted.

⁷⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Performance" is deleted and the following substituted therefor: ""Performance" means, in respect of [the/a] Reference Item comprising the Put Element or the Call Element and the specified final [[averaging/valuation] date[s]/valuation period], the [average/highest/lowest] [level/price/rate/value] of such Reference Item [on such specified final [averaging/valuation] date[s]/on any valuation period date during such final valuation period] DIVIDED BY [[●], being] the [average/highest/lowest] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the intial valuation period], expressed as a percentage".

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

⁷⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan Observation Dates" = [●]]" are deleted.

Redemption Amount" determined by reference to the following formula:

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

For the purposes of the above:

"General Redemption Component Value" or "GRCV" means, in respect of a General Redemption Component, a percentage calculated by the Calculation Agent by reference to the following:⁷⁷

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

PR_m x Relevant Performance + Digital Level_m

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

PR_m x Relevant Performance + Digital Level_m

Where:

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

"Performance Interval" means the interval defined from and including a Performance Interval Point (a "Starting Interval Point") to, but excluding, the immediately following Performance Interval Point (an "Ending Performance Interval" and each Performance Interval is denoted by m) "Relevant Performance" means[: in respect of [each] General Redemption Component [[●]]: [the Performance of the Reference Item comprising the relevant General Redemption Component/the sum of the weighted Performances for each of the Reference Items comprising the relevant General Redemption Component/the [●] highest Performance of the Reference Items comprising the relevant General Redemption Component, as

⁷⁷ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words ""General Redemption Component Value" or "GRCV" means on the basis of the General Redemption Component a percentage calculated according to the following:" are deleted and replaced by ""General Redemption Component Value" or "GRCV" means, in respect of a General Redemption Component, a percentage calculated by the Calculation Agent by reference to the following:"

applica	ole]			
		TABLE		
_[In resp	ect of General R	edemption Componer	nt [●]: ⁷⁸	
Perform Interval (m)	Number Perform			te Digital Level
[●]	[●]	[●]	[•]	[•]
`				
	(repeat	each line for each Per	rformance Interval)]	
(Reneat	for each Gener	ral Redemption Com	nponent) ⁷⁹	

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

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

For the purposes of the above:

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

"Barrier Level" means, in respect of a Reference Item, $[\bullet]$ % of the [average/highest/lowest⁸⁰] [initial price/level/price/rate/value] of such Reference Item [on the initial [averaging/valuation] date[s]/on any valuation period date during the initial valuation period]⁸¹

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

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

⁷⁸ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the paragraphs beginning from the paragraph "Where:" to the paragraph "[In respect of General Redemption Component [●]:" are inserted.

⁷⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(*Repeat for each General Redemption Component*)" are inserted. ⁸⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/highest/lowest" are inserted.

⁸¹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "/on any valuation period date during the initial valuation period]" are inserted

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

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

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

[Valuation

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

[Redemption Valuation Provisions relating to the [Put/Call] Element:] [Redemption Valuation Provisions relating to General Redemption Component [●]: |82

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

 $[\bullet]$, $[\bullet]$ and $[\bullet]$ (subject ["initial averaging dates" [[modified] postponement omission])]

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

• to ([and including/but excluding])

 $[\bullet]^{83}$

["valuation period dates"

for the initial valuation period Each $[\bullet]$, $[\bullet]$ and $[\bullet]$ falling during the initial valuation period (each such

[[modified] subject to

postponement / omission])]84

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

["final averaging dates" [ullet], [ullet]and [●] (subject

[[modified] postponement

omission])]

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

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

date [85]

⁸² By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the first two paragraphs under the heading "[Valuation" are inserted.

⁸³ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission]) " are deleted.

⁸⁴ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

⁸⁵ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "(each valuation date during such period subject to [[modified] postponement / omission]) " are deleted.

["valuation period dates"	
for the final valuation period =	Each [●] [, [●] and [●]] falling during the final valuation period (each such date subject to [[modified] postponement / omission])] ⁸⁶
["periodic valuation date[s]" =	[●], [●] and [●] (subject to [[modified] postponement / omission])]
["Bermudan observation dates" =	[●], [●] and [●] (subject to [[modified] postponement / omission])] ⁸⁷
["observation period" =	from ([but excluding/and including]) [•] to ([and including/but excluding]) [[•]/the specified final valuation date]]
["valuation period" =	from ([but excluding/and including]) [•] to ([and including/but excluding]) [•]]
["valuation period dates"	
for the valuation period =	Each [●] [, [●] and [●]] falling during the valuation period (each such date subject to [[modified] postponement / omission]) ⁸⁸

1		
[FX Principal Conversion: Ap	plicable	
["initial valuation date"	=	[●] (subject to postponement)]
["initial averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]
["final valuation date"	=	[●] (subject to postponement)]]
["final averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]]
[FX Option Conversion: Appl	licable	
["initial valuation date"	=	[●] (subject to postponement)]
["initial averaging dates"	=	[ullet], $[ullet]$ and $[ullet]$ (subject to postponement)]
["final valuation date"	=	[●] (subject to postponement)]]

 ⁸⁶ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.
 87 By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "["Bermudan observation dates" = [●], [●] and [●] (subject to [[modified] postponement / omission])]" are inserted.
 88 By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the definition of "Valuation Period Dates" is inserted.

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

[Inflation-Linked Notes: Adjustments

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

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

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

[Redemption following the occurrence of a Credit Event

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

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

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

"Credit Event Redemption Amount" means:

[[specify]]/

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

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

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

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

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

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

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

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

Where:

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

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

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

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

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

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

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

"RENA" is the Reference Entity Notional Amount[, with "RENA_{u,i}" being the Reference Entity Notional Amount in respect of any Reference Entity_i for which a credit event determination date has not occurred and being deemed to be zero for all other Reference Entities and "RENA_{A,i}" is the Reference Entity Notional Amount in respect of any Reference Entity_i for which a credit event determination date has occurred and being deemed to be zero for all other Reference Entities];

"FP" is [the final price or the auction final price, which shall not be greater than 100%] [specify the Set/Zero Recovery Price][, with "FP_{A,i}" being such value in respect of the Reference Entity for which a credit event determination date has occurred];

"UC" is [specify][an amount determined by the Calculation Agent equal to the aggregate sum of (without duplication) all costs (including loss of funding), fees, charges, expenses, tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption or credit settlement of the Notes and the related termination, settlement or re-establishment of any hedging arrangements]; and

["n" is the number of Reference Entities.]

The Credit Event Redemption Amount shall not be less than zero]

[C.19	Exercise price/final	See Element C.18 above.]
(Applicable	reference price	
for Annex		
XII)		

[C.20 Underlying

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

[In respect of [interest] [and] [redemption] [the [Call/Put] Element] [General Redemption Component $[\bullet]$] [and] [FX⁸⁹ [Principal/Option] Conversion] [the/each] Reference Item specified under the heading "Description of Reference Item[s]" in the Table below, being the type of Reference Item specified under the heading "Classification" in the Table below.

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

(specify for each Reference Item, for interest and/or redemption separately (if applicable), for each Put or Call Element relating to a payout, for each General Redemption Component⁹⁰ and for FX Interest Conversion, FX Principal Conversion and/or FX Option Conversion (if applicable))]

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

[C.21 Market where Notes will be traded and for

[Application has been made to the [Irish Stock Exchange plc]/[the Nasdaq Copenhagen A/S]/[the Nasdaq Stockholm AB]/[the Nasdaq Helsinki Oy]/[the Nordic Growth Market NGM AB [(NDX [Sweden/Finland])]] / [the Luxembourg

⁸⁹ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "[and FX" are deleted and replaced by the words "[the [Call/Put] Element] [General Redemption Component [●]] [and] [FX".

⁹⁰ By virtue of the Prospectus Supplement No. 2 dated 4 November 2016, the words "element relating to a payout" are deleted and replaced by the words "Put or Call Element relating to a payout, for each General Redemption Component".

	which the Base	Stock Exchange] for the Notes to be admitted to trading on [[the Irish Stock
(Applicable	Prospectus has	Exchange plc] / [the Nasdaq Copenhagen A/S] / [the Nasdaq Stockholm AB] / [the
for Annex	been published	Nasdaq Helsinki Oy] / [the Nordic Growth Market NGM AB [(NDX
XIII)		[Sweden/Finland])]] / [the Luxembourg Stock Exchange]].] / [Not Applicable. The
		Notes are not admitted to trading on any exchange.]]

Section D- Risks

Element	Title	
D.2	Key risks specific to the Issuer	In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in the Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Notes. These factors include:
		the Group is exposed to a number of risks, the categories of which are credit risk, market risk, liquidity risk, operational risk, litigation and regulatory risk, insurance risk, pension risk and business risk;
		regulatory changes could materially affect the Issuer's business;
		the Issuer faces increased capital and liquidity requirements as a result of the Basel III Framework;
		the implementation of a bank recovery and resolution directive or the taking any action under it could materially affect the value of any Notes;
		the Group may have to pay additional amounts under deposit guarantee schemes or resolution funds; and
		the Group may be affected by general economic and geopolitical conditions.

D.[3/6] (D.3 applicable for Annexes V and XIII) (D.6 applicable for Annex XII)	Key information on key risks specific to the Notes	The Issuer believes that the factors summarised below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay amounts on or in connection with any Notes for other reasons which may not be considered significant risks by the Issuer based on information currently available to it and which it may not currently be able to anticipate.
		[Notes may involve a high degree of risk. There are certain factors which are material for the purpose of assessing the market risks associated with investing in the Notes, which include, without limitation, the following: an active secondary market in respect of the Notes may never be established or may illiquid

and this would adversely affect the value at which an investor could sell its Notes, if an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding and the imposition of exchange controls could result in an investor not receiving payment on those Notes, the market value of the Notes will be affected by a number of factors independent of the creditworthiness of the Issuer, credit ratings assigned to the Issuer may not reflect all the risks associated with an investment in the Notes, the Notes may not be a suitable investment for all investors, [because the global Notes are held by or on behalf of Euroclear Bank S.A./N.V. and Clearstream Banking S.A., investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer/because the VP Systems Notes are dematerialised securities, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer,] [investors who purchase Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued,] the recognition as eligible collateral for the Eurosystem and intra-day credit operations by the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem eligibility criteria at the relevant time, [there is no taxation gross-up in respect of the Notes, taxes and expenses may be payable by holders in connection with the Notes, there may be withholding under the EU Savings Directive, U.S. Foreign Account Tax Compliance Act withholding may affect payments on the Notes, the Hiring Incentives to Restore Employment Act withholding may affect payments on the Notes, the proposed financial transactions tax may apply in respect of certain dealings in Notes, the Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors, the value of the Notes could be adversely affected by a change in applicable laws or administrative practice, the Issuer has issued covered bonds and if any relevant claims in respect of these covered bonds are not met out of the pool of assets or the proceeds arising from it, any remaining claims will subsequently rank pari passu with the Issuer's obligations under the Notes.

In addition, there are certain factors which are material for the purpose of assessing the risks relating to the structure of the Notes, which include, without limitation, the following: [as the Issuer has the right to redeem the Notes at its option, this may limit the market value of the Notes and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return [and] [if the Issuer's obligations under the Notes become illegal, the Issuer may redeem the Notes] [and] [the value of Fixed Rate Notes may be affected by movements in market interest rates] [and] [investors in Capped Floating Rate Notes will not benefit from increases in reference rates which would apply to Variable Rate Notes with no cap] [and] [Variable Rate Notes may be volatile investments] [and] [where a Rate of Interest is determined in conjunction with a multiplier or other leverage factor, the effect of changes will be enhanced] [and] [interest is accumulated during the term of the Notes and is only paid on or about the Maturity Date] [and] [Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates]

[There are certain additional risks associated with Notes linked to the Reference Item[s]: prospective investors in the Notes should understand the risks of transactions involving the Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of the Notes in

		light of their particular financial circumstances, the information set forth in the Base Prospectus and the information regarding the Notes and the Reference Item[s] to which [the value of, or payments in respect of,] the Notes relate. Fluctuations in the value and/or volatility of [the Reference Item[s]/obligations issued or guaranteed by the Reference Entity] may affect the value of the Notes. Investors may risk losing their entire investment. Investors will have no claim against any Reference Item. Hedging arrangements of the Issuer may affect the value of the Notes and there may be conflicts of interest in respect of the Notes. [Market disruptions or other adjustment events may occur in respect of the Reference Item[s] which may result in valuations and/or payments being delayed, the Notes may be subject to adjustment (including, without limitation, that the relevant Reference Item may be substituted) or the Notes may be redeemed early.] The Notes will represent an investment linked to [the performance of] the Reference Item[s] and prospective investors should note that the return (if any) on their investment in the Notes will depend upon [the performance of] the
		Reference Item[s].] [There are certain additional risks associated with Credit-Linked Notes: prospective investors in the Notes should understand the risks of transactions involving the Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of the Notes in light of their particular financial circumstances, the information set forth in the Base Prospectus and the information regarding the Notes and the Reference Entit[y][ies] to which the value of and payments in respect of the Notes relate. Fluctuations in the value and/or volatility of obligations issued or guaranteed by a Reference Entity may affect the value of the Notes and the occurrence of a Credit Event in respect of a Reference Entity will reduce the amount of interest and principal payable and may alter the timing of redemption. Investors may risk losing their entire investment. Investors will have no claim against any Reference Entity. Hedging arrangements of the Issuer may affect the value of the Notes and there may be conflicts of interest in respect of the Notes. The terms of the Notes may change by reference to market convention and as a result of determinations made by a relevant Credit Derivatives Determination Committee. A Reference Entity may be replaced due to events beyond the control of the Issuer. The risk associated with the Notes may increase as a result of changes to the Notes after the issue date.]
[D.6 (Applicable for Annex XII)	Risk Warning	THE AMOUNT PAID ON REDEMPTION OF THE NOTES MAY BE LESS THAN THE PRINCIPAL AMOUNT OF THE NOTES, TOGETHER WITH ANY [ACCRUED] INTEREST, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO. INVESTORS MAY LOSE THE VALUE OF THEIR ENTIRE INVESTMENT, OR PART OF IT, AS THE CASE MAY BE.]

$Section \ E-Offer$

Element	Title	
E.2b	Reasons for offer and use of proceeds when	The net proceeds from each issue of Notes will be applied by the Issuer to meet part of its general financing requirements.

(Applicable for Annexes V and XII)	different from making profit and/or hedging certain risks	
E.3 (Applicable for Annexes V and XII)	Terms and conditions of the offer	[Not Applicable - The offer relating to the Notes is an Exempt Offer.] [This issue of Notes is being offered in a Non-Exempt Offer in [Denmark / Finland / Ireland / Germany / Luxembourg / Norway / Sweden / the United Kingdom]. The issue price of the Notes is [●] per cent. of their principal amount. [Summarise other details of any non-exempt offer, copying the language from items 14(iv) − 14(vii) and 15 of Part B of the Final Terms.] An Investor intending to acquire or acquiring any Notes in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Notes to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.]
E.4 (Applicable for Annexes V, XII and XIII)	Interests material to the issue/offer, including conflicting interests	[Not Applicable – So far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.] [The [Authorised Offeror[s]] will be paid aggregate commissions equal to [•] per cent. of the principal amount of the Notes. So far as the Issuer is aware, no other person involved in the issue of the Notes has an interest material to the offer.]
E.7	Expenses charged to the investor	No expenses are being charged to an investor by the Issuer [or [the/any] Authorised Offeror]. [However, expenses may be charged by [an/the] Authorised Offeror [in the range between [●] per cent. and [●] per cent.] of the nominal amount of the Notes to be purchased by the relevant investor.]