
EKSPORTFINANS

(Incorporated in the Kingdom of Norway with limited liability)

U.S.\$40,000,000,000

Euro Medium Term Note Programme

On 11 July 1991, EKSPORTFINANS ASA (formerly Eksportfinans as) (the "Issuer" or "Eksportfinans") entered into a Euro Medium Term Note Programme (the "Programme"). This Prospectus supersedes all previous prospectuses. Any Notes (as defined below) issued under the Programme on or after the date of this Prospectus are issued subject to the provisions described herein. This does not affect any Notes already in issue.

Pursuant to the Programme, the Issuer may from time to time issue one or more Series (as defined herein) of notes (the "Notes"). The maximum aggregate nominal amount of all Notes issued pursuant to the Programme and from time to time outstanding will not exceed U.S.\$40,000,000,000 (or its equivalent in other currencies calculated at the time of agreement to issue as described herein). Notes of any kind may be issued including but not limited to Notes relating to a fixed or floating rate of interest ("Fixed/Floating Rate Notes"), a specified index or a basket of indices ("Index Linked Notes"), a specified share or a basket of shares ("Share Linked Notes"), a specified GDR or ADR or basket of GDRs and/or ADRs ("GDR/ADR Linked Notes"), a specified currency or a basket of currencies ("FX Linked Notes"), a specified commodity or commodity index or a basket of commodities and/or commodity indices ("Commodity Linked Notes") and a specified fund or basket of funds ("Fund Linked Notes") or any combination of the foregoing.

Notes issued under the Programme may be denominated in any currency as may be agreed between the Issuer and the relevant Purchaser (as defined below). Descriptions of the restrictions applicable at the date of this Prospectus relating to the maturity and denomination of certain Notes are set out on pages 7 and 9, respectively.

The Issuer may also agree with any Purchaser(s) and the Trustee (as defined herein) that Notes may be issued in a form not contemplated by the "Terms and Conditions of the Notes" herein, in which event a supplementary Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes. The Notes may be issued on a continuing basis to one or more of the Dealers specified on page 6 (each a "Dealer" and together the "Dealers", which expressions shall include any additional Dealer appointed under the Programme from time to time) or to persons other than Dealers. Any Dealer or other person to whom a Note is so issued is referred to herein as a "Purchaser".

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the "UK Listing Authority") for Notes issued under the Programme during the period of 12 months from the date of this Prospectus to be admitted to the official list of the UK Listing Authority (the "Official List") and to the London Stock Exchange plc (the "London Stock Exchange") for such Notes to be admitted to trading on the London Stock Exchange's regulated market. References in this Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange's regulated market and have been admitted to the Official List. The London Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39/EC (the "Markets in Financial Instruments Directive"). Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of, the issue price of, and any other terms and conditions not contained herein which are applicable to, each Series of Notes will be set forth in a Final Terms document (the "Final Terms") which, with respect to Notes to be listed on the London Stock Exchange will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of such Series. The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the relevant Purchaser(s). The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Notes of each issue (except Notes cleared through the Norwegian Registry of Securities, the *Verdipapirsentralen* (the "VPS Cleared Notes" and the "VPS" respectively)) will initially be represented by one or more temporary global Notes (each a "Temporary Global Note") which will be deposited on the issue date with a common depository or, as the case may be, a common safekeeper on behalf of Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg") and/or any other agreed clearing system which will, unless otherwise specified in the applicable Final Terms, further be exchanged for one or more permanent global Notes (each a "Permanent Global Note"), and thereafter definitive Notes ("Definitive Notes") in the limited circumstances set out therein, all as further described in "Form of the Notes" on page 21. The VPS Cleared Notes of each issue will be issued in uncertificated book entry form as more fully described in "Form of the Notes" on page 21.

The Programme has been rated Aa1 negative outlook by Moody's Investors Service Limited ("Moody's"), AA stable outlook by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies Inc. ("S&P") and AA by Fitch Ratings Limited ("Fitch"). Notes issued pursuant to the Programme may be rated or unrated. An Aa1, AA and AA rating means that the Issuer's capacity to meet its financial commitment under the Notes is very strong and differs from the highest credit rating only in a small degree. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security 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.

Any person (an "Investor") intending to acquire or acquiring any securities from any person (an "Offeror") should be aware that, in the context of an offer to the public as defined in section 102B of the Financial Services and Markets Act 2000 ("FSMA"), the Issuer may be responsible to the Investor for the Prospectus under section 90 of FSMA, only if the Issuer has authorised that Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by the Issuer. If the Offeror is not authorised by the Issuer, the Investor should check with the Offeror whether anyone is responsible for the Prospectus for the purposes of section 90 of FSMA in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the Prospectus and/or who is responsible for its contents it should take legal advice.

An Investor intending to acquire or acquiring any Notes from an Offeror will do so, and offers and sales of the Notes to an Investor by an Offeror will be made, in accordance with any terms and other arrangements in place between such Offeror and such Investor including as to price, allocations and settlement arrangements. The Issuer will not be a party to any such arrangements with Investors (other than the Dealers) in connection with the offer or sale of the Notes and, accordingly, this Prospectus and any Final Terms will not contain such information. The Investor must look to the Offeror at the time of such offer for the provision of such information. The Issuer has no responsibility to an Investor in respect of such information. Information on price, allocations and settlement arrangements in the context of an offer to the public will be provided to the investor at the time of such offer.

**Arranger
BofA Merrill Lynch
Dealers**

**Barclays Capital
BofA Merrill Lynch
Citi
Credit Suisse
Deutsche Bank
Goldman Sachs International
Mizuho International plc
Nomura International
The Royal Bank of Scotland**

**BNP PARIBAS
Commerzbank
Daiwa Capital Markets Europe
EKSPORTFINANS ASA
J.P. Morgan
Mitsubishi UFJ Securities International plc
Morgan Stanley
RBC Capital Markets
Shinsei International Limited**

UBS Investment Bank

This Prospectus comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”).

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

The previous paragraph should be read in conjunction with the eighth paragraph on the first page of this Prospectus.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers and the persons named in or identifiable following the applicable Final Terms as the Financial Intermediaries, as the case may be.

Copies of Final Terms will be available from the registered office of the Issuer and the specified office set out below of each of the Paying Agents (as defined below).

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “Documents Incorporated by Reference” below). This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus.

No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Independent Dealers (the “Independent Dealers”) or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Prospectus, or any other financial statements or any further information supplied in connection with the Notes. None of the Independent Dealers or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or in relation to any other financial statements or any further information supplied in connection with the Notes.

No person is or has been authorised to give any information or to make any representation in connection with the offering, distribution or sale of the Notes other than as contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Independent Dealers or the Trustee.

Neither this Prospectus nor any other financial statements nor any further information supplied in connection with the Notes are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, any of the Independent Dealers or the Trustee that any recipient of this Prospectus or any other financial statements or any further information supplied in connection with the Notes should purchase any of the Notes. Each investor contemplating purchasing any of the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. None of this Prospectus, any other financial statements or any further information supplied in connection with the Notes constitutes an offer or invitation by or on behalf of the Issuer or the Independent Dealers or any of them or the Trustee to any person to subscribe for, or to purchase any of, the Notes.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied in connection with the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Independent Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer and its subsidiaries during the life of the Programme.

The distribution of this Prospectus and the offer, distribution or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Independent Dealers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer, any Independent Dealer or the Trustee which is intended to permit a public offering of the Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom, the Kingdom of Norway and France) and Japan (see “Subscription and Sale” on page 68).

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons as defined herein (see “Subscription and Sale” on page 91).

This Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

In this Prospectus, references to “euro”, “EUR” or “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the functioning of the European Union as amended from time to time (the “Treaty”), references to “\$”, “U.S.\$” and “U.S. dollars” are to United States dollars, references to “Sterling” and “£” are to pounds sterling, references to “Kroner” and “NOK” are to Norwegian Kroner and references to “Yen” are to Japanese yen.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer

of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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SUMMARY OF THE PROGRAMME

This summary must be read as an introduction to this Prospectus and any decision to invest in any Notes should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area, no civil liability will attach to the Responsible Persons in any such Member State in respect of this Summary, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to information contained in this Prospectus 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 Prospectus before the legal proceedings are initiated.

Notes may also be issued in such other form and on such other terms as the Issuer may from time to time agree with the relevant Purchaser(s) and the Trustee, in which case a supplemental prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes. Words and expressions defined in “Form of the Notes” “Applicable Final Terms” and “Terms and Conditions of the Notes” below shall have the same meanings in this summary:—

Issuer: EKSPORTFINANS ASA

Description: In this section Eksportfinans ASA is referred to as “Eksportfinans”.

Eksportfinans was established on 2 May 1962 under the laws of Norway as a limited liability company and with an unlimited duration.

Eksportfinans’ executive offices are located at Dronning Mauds gt. 15, N-0250 Oslo, Norway.

Eksportfinans is the only specialised export lending institution in Norway and provides financing for a broad range of exports and for the internationalisation of Norwegian industry.

Since 1978 Eksportfinans has been the exclusive provider of government-supported loans in Norway.

Eksportfinans extends loans to both Norwegian and foreign companies.

Eksportfinans’ articles of association require that all of its loans be supported by, or extended against, guarantees or credit insurances issued by, or claims on Norway or other countries, including local, regional and foreign authorities and government institutions with high creditworthiness, Norwegian or foreign banks or insurance companies, internationally creditworthy Norwegian or foreign companies or certain types of collateral.

When Iceland introduced emergency law to deal with its national banking crisis, Eksportfinans discovered that Glitnir hf, which had acted as agent bank and guarantor, had failed to perform its duties as agent by not transferring to Eksportfinans prepayments of three loans that had been legally prepaid by the borrowers. To protect its claim against the bank, Eksportfinans has pursued and continues to pursue various legal measures and strategies to reclaim the unlawfully withheld amount in Iceland. Eksportfinans also participates in a syndicated loan to Glitnir hf. Save for these unauthorized actions by Glitnir hf acting as agent and the outstanding amounts under the Icelandic syndicated loan, the Company has incurred no loan losses to date.

Risk Factors:

There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under "Risk Factors" below and include negative developments in the Norwegian export industry and economy, discontinuation of government support, consolidation of the ownership of the Issuer's shares, a credit downgrading, capital markets and derivative transactions exposure, increasing competition and restructuring of the Issuer's operations. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme (see "Risk Factors").

Financial Summary of the Issuer:

<i>(NOK millions)</i>	<i>2009</i>	<i>2008</i>	<i>2007</i>
STATEMENTS OF INCOME			
(Figures for parent company)			
Net interest income	1,470	823	434
Commissions and income related to banking services	2	2	4
Commissions and expenses related to banking services	8	40	7
Total gains/(losses) on financial instruments at fair value	(3,793)	3,977	(672)
Net operating expenses	172	160	143
Impairments on loans	0	0	0
Net income before taxes	(2,501)	4,602	(384)
Income taxes	(699)	1,288	(110)
Profit/(loss) for the year	(1,802)	3,314	(274)
Profit/(loss) for the year from discounted operations, net of taxes	340	64	0
Comprehensive income for the period	(1,462)	3,378	(274)
	<i>2009</i>	<i>2008</i>	<i>2007</i>
BALANCE SHEETS			
Loans and receivables due from credit institutions	64,126	90,044	90,338
Loans and receivables due from customers	66,677	57,993	34,808
Securities	76,090	108,138	80,133
Other assets	18,361	40,339	13,101
Total assets	225,254	296,514	218,380
Commercial paper and bond debt	197,634	259,040	206,315
Other liabilities	20,291	28,250	7,763
Subordinated debt/capital contribution securities	1,921	2,354	1,937
Shareholders' equity	5,408	6,870	2,365
Total liabilities and shareholders' equity	225,254	296,514	218,380

Arranger:	Merrill Lynch International
Dealers:	Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Commerzbank Aktiengesellschaft Credit Suisse Securities (Europe) Limited Daiwa Capital Markets Europe Limited Deutsche Bank AG, London Branch EKSPORTFINANS ASA Goldman Sachs International J.P. Morgan Securities Ltd. Merrill Lynch International Mitsubishi UFJ Securities International plc Mizuho International plc Morgan Stanley & Co. International Plc Nomura International plc Royal Bank of Canada Europe Limited Shinsei International Limited The Royal Bank of Scotland plc UBS Limited
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription and Sale</i> "), including the following restrictions applicable at the date of this Prospectus: Notes having a maturity of less than one year Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent (see " <i>Subscription and Sale</i> ").
Trustee:	Deutsche Trustee Company Limited.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Issuing and Principal Paying Agent and Agent Bank:	Citibank, N.A., London Branch.
Amount:	Up to U.S.\$40,000,000,000 or its equivalent in other currencies calculated at the time of agreement to issue.
Description:	Continuously offered Euro Medium Term Note Programme.
Currencies:	U.S. dollars, euro, Yen, Sterling, Norwegian Kroner or such other currency or currencies as may be agreed from time to time by the Issuer, the relevant Purchaser(s), the Agent and the Trustee.
Redenomination:	Notes issued in the currency of a Member State of the European Union which is not yet a participant, but may in the future participate, in the third stage of European economic and monetary union may, if so specified in the applicable

Final Terms, be redenominated in euro, in which event provisions in respect of such redenomination will be contained in the applicable Final Terms.

Maturities: Any maturity as may be agreed between the Issuer and the relevant Purchaser, and as indicated in the applicable Final Terms, subject to such minimum or maximum maturity as may be required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant currency.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution (see "*Certain Restrictions — Notes having a maturity of less than one year*" above).

Issue Price: Notes may be issued at par, at a discount to, or premium over, par or on a partly-paid basis.

Terms of Notes: Notes may: (i) bear interest at a fixed or floating rate; (ii) not bear interest; (iii) bear interest and/or provide that the redemption amount is calculated by reference to one or more specified underlying assets or bases of reference such as indices, currency exchange rates, shares (including GDRs and/or ADRs) and commodities; (iv) be redeemed by physical delivery ("**Physical Delivery Notes**") of specified asset(s) (each such underlying asset or basis of reference, a "**Reference Item**" and any Reference Item Linked Notes, "**Reference Item Linked Notes**"); (v) reference any combination of the foregoing; and/or (vi) have such other terms and conditions as specified in the applicable Final Terms.

Form: Notes (except VPS Cleared Notes) will initially be represented by one or more Temporary Global Notes which will be deposited with a common depository or, as the case may be, a common safekeeper for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system and which will, unless otherwise specified in the applicable Final Terms, be exchanged for one or more Permanent Global Notes, and thereafter Definitive Notes, in limited circumstances only (as described below) or in such other manner as the Issuer and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms), in each case not earlier than 40 days after the issue date upon certification of non-U.S. beneficial ownership. As specified in the applicable Final Terms, a Permanent Global Note may be exchanged (free of charge), in whole but not in part, for Definitive Notes in bearer form with receipts in respect of instalments of principal (if any) attached and (unless they are Zero Coupon Notes) interest coupons and talons for further coupons (if any) attached in the limited circumstances set out therein upon not less than 45 days' written notice to the Agent. VPS Cleared Notes will be issued in uncertificated book entry form. See "Form of the Notes" below.

Fixed Rate Notes: Fixed interest will be payable in arrear on the relevant Interest Payment Date in each year unless otherwise agreed between the Issuer and the relevant Purchaser(s) (as indicated in the applicable Final Terms) and on redemption, and will be calculated on the basis of such Fixed Day Count Fraction as may be agreed between the Issuer and the relevant Purchaser(s) and indicated in the applicable Final Terms.

Floating Rate Notes: Floating Rate Notes will bear interest at a rate determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the issue

date of the first issue of Notes of the relevant Series) or calculated by reference to the reference rate appearing on the agreed screen page of a commercial quotation service or on such other basis as the Issuer and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

The Margin(s) (if any) relating to such floating rate will be agreed between the Issuer and the relevant Purchaser(s) for each issue of Floating Rate Notes.

Other provisions in relation to Floating Rate Notes and Reference Item Linked Interest Notes:

Floating Rate Notes and Reference Item Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both, as indicated in the applicable Final Terms.

Interest on Floating Rate Notes and Reference Item Linked Interest Notes in respect of each Interest Period as selected prior to issue by the Issuer and the relevant Purchaser(s), will be payable on such Interest Payment Dates specified in, or determined pursuant to, the applicable Final Terms and will be calculated on the basis of such Day Count Fraction as is indicated in the applicable Final Terms.

Index Linked Notes:

Payments of redemption amount in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated and made by reference to a single index and/or basket of indices on such terms and/or formula as may be agreed between the Issuer and the relevant Dealer(s) as specified in the applicable Final Terms and/or the Schedule thereto.

Index Linked Notes may be subject to early redemption or cancellation, as applicable, or adjustment if an Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent, if the Index's Sponsor fails to calculate and announce the Index, if certain market disruption events occur, or if certain events (such as illegality, disruptions or cost increases) occur with respect to the relevant Issuer's or any affiliate's hedging arrangements.

If certain disruption events occur with respect to valuation of an Index such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.

Share Linked Notes:

Payments of redemption amount in respect of Share Linked Redemption Notes or interest in respect of Share Linked Interest Notes will be calculated and made by reference to a single share or basket of shares on such terms and/or such formula as may be agreed between the Issuer and the relevant Dealer(s) as specified in the applicable Final Terms and/or the Schedule thereto. Share Linked Notes may also provide for settlement by physical delivery of a specified amount of shares of one or more companies, subject to payment of any other sums payable.

Share Linked Notes may, at the discretion of the Issuer, be subject to early redemption or cancellation, as applicable, or adjustment (including valuation and in certain circumstances Share substitutions) if certain corporate events (such as events affecting the value of a Share (including Share divisions or consolidations, extraordinary dividends and capital calls), de-listing of a Share, insolvency, merger or nationalisation of a Share issuer; a tender offer or redenomination of a Share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's

and/or any affiliate's hedging arrangements, or if insolvency filings are made with respect to a Share issuer.

If certain disruption events occur with respect to valuation of a Share, such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.

GDR/ADR Linked Notes: Payments of redemption amount in respect of GDR/ADR Linked Redemption Notes or interest in respect of GDR/ADR Linked Interest Notes will be calculated by reference to a single global depository receipt ("GDRs") or American depository receipt ("ADRs") or a basket of GDRs and/or ADRs. GDR/ADR Linked Notes may also provide for settlement by physical delivery of a specified amount of GDRs and/or ADRs subject to payment of any other sums payable.

GDR/ADR Linked Notes may, at the discretion of the Issuer, be subject to early redemption or cancellation, as applicable, or adjustment (including valuation and in certain circumstances GDR/ADR substitutions) if certain corporate events (such as events affecting the value of a GDR and/or ADR (including GDR, ADR or underlying share divisions or consolidations, extraordinary dividends and capital calls), de-listing of a GDR, ADR or underlying share, insolvency, merger or nationalisation of an underlying share issuer, a tender offer or redenomination of a GDR, ADR and/or underlying share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's and/or any affiliate's hedging arrangements, or if insolvency filings are made with respect to an underlying share issuer.

FX Linked Notes: Payments of redemption amount in respect of FX Linked Redemption Notes or interest in respect of FX Linked Interest Notes will be calculated and made by reference to the rate of exchange of a single currency or basket of currencies on such terms and/or such formula as may be agreed between the Issuer and the relevant Dealer(s) as specified in the applicable Final Terms and/or the Schedule thereto. FX Linked Notes may also provide for settlement by physical delivery of a specified amount of the relevant currencies, subject to payment of any other sums payable.

If certain disruption events occur with respect to a rate of exchange of a single currency or basket of currencies, such valuation may be postponed and/or made by the Calculation Agent.

Commodity Linked Notes: Payments of redemption amount in respect of Commodity Linked Redemption Notes or of interest in respect of Commodity Linked Interest Notes will be calculated and made by reference to a single commodity and/or commodity index and/or basket of commodities and/or commodity indices on such terms and/or formula as may be agreed between the Issuer and the relevant Dealer(s) as specified in the applicable Final Terms and/or the Schedule thereto. Commodity Linked Notes may also provide for settlement by physical delivery of a specified amount of commodities, subject to any other sums payable.

If certain disruption events occur with respect to valuation of a Commodity or futures or options contracts relating to such commodity, such valuation may be postponed and/or made by the Calculation Agent. Commodity

Linked Notes linked to a commodity index may be subject to adjustment if the index is modified or cancelled and there is no successor acceptable to the Calculation Agent or if the index's sponsor fails to calculate and announce the index.

Fund Linked Notes:

Payments of redemption amount in respect of Fund Linked Redemption Notes or of interest in respect of Fund Linked Interest Notes will be calculated and made by reference to units, interests or shares in a single fund or basket of funds. Fund Linked Notes may also provide for settlement by physical delivery of a specified amount of units, interests or shares of one or more Funds, subject to any other sums payable.

Fund Linked Notes may, at the discretion of the relevant Issuer, be subject to early redemption or cancellation, as applicable, or adjustment (including as to valuations and fund substitutions) if certain corporate events (such as insolvency (or an analogous event) or nationalisation of a Fund; litigation against, or regulatory events occurring with respect to a Fund, suspensions of Fund subscriptions or redemptions, certain changes in net asset value or violations of leverage restrictions of a Fund, Fund reporting disruptions, or modifications to the investment objectives or changes in the nature or administration of a Fund) occur, if certain valuation or settlement disruption events occur with respect to a Fund, or if certain events (such as illegality, disruptions or cost increases) occur with respect to the relevant Issuer's or affiliate's hedging arrangements.

Fund Linked Notes linked to Exchange Traded Funds may be subject to early redemption or cancellation, as applicable, or adjustment (including as to valuation) if certain corporate events (such as events affecting the value of a Fund Share including share divisions or consolidation, de-listing of a Fund Share, insolvency, merger or nationalisation of a Fund Share issuer, or a tender offer of a Fund Share) or modifications of its investment objectives occur or if certain events occur with respect to the Issuer's or affiliate's hedging arrangements.

If certain disruption events occur with respect to the valuation of a Fund Share in respect of an Exchange Traded Fund, such valuation may be postponed and may be made by the Calculation Agent. Payments may also be postponed.

Dual Currency Notes:

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest, except upon non-payment of principal on the Maturity Date.

Partly Paid Notes:

The Issue Price with respect to Partly Paid Notes will be payable in two or more instalments, the first such instalment to be paid on the Issue Date. Payments in respect of the subsequent instalment(s) of the Issue Price will be made as agreed between the Issuer and the relevant Purchaser(s) (as indicated in the applicable Final Terms).

Physical Delivery Notes: Notes may be redeemed by physical delivery (“**Physical Delivery Notes**”) of specified asset(s) (each such underlying asset or basis of reference, a “**Reference Item**”).

In order to receive the relevant asset(s), a Noteholder must deliver an Asset Transfer Notice on or prior to a specified cut-off time and pay all taxes, duties and/or expenses arising from delivery. For certain Physical Delivery Notes, if certain disruption events occur on settlement, the relevant settlement date may be postponed and in certain circumstances the Issuer will be entitled to make payment of a cash amount in lieu of physical delivery.

Redemption: The Final Terms applicable to each issue of Notes will indicate either that the Notes of that issue cannot be redeemed prior to their stated maturity (other than in specified instalments (see below) or for taxation reasons or following an event of default) or that such Notes will be redeemable prior to such stated maturity at the option of the Issuer (“Issuer Call”) and/or the holder(s) of such Notes (“Investor Put”) upon giving not less than 30 nor more than 60 days’ irrevocable notice to the Noteholders or the Issuer, as the case may be, on a date or dates and at a price or prices and on such terms as may be specified in the applicable Final Terms.

The applicable Final Terms may provide that the Notes may be redeemed in two or more instalments of such amounts and on such dates as therein indicated.

Notes may also be subject to Automatic Early Redemption as further described in the applicable Final Terms.

Notes issued on terms that they must be redeemed before their first anniversary may be subject to restrictions on their denomination and distribution (see “*Certain Restrictions — Notes having a maturity of less than one year*” above).

Denominations of Definitive Notes: Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Purchaser(s) (as indicated in the applicable Final Terms) save that the minimum denomination of each note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (see “*Certain Restrictions — Notes having a maturity of less than one year*” above) and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or equivalent) or such higher amount.

Taxation: All payments in respect of the Notes will be made without deduction for or on account of Norwegian withholding taxes as are described in Condition 9.

Status of the Notes: The Notes will (subject to the provisions of “Negative Pledge”) constitute unsecured obligations of the Issuer and will rank *pari passu* and without any preference among themselves and (subject as aforesaid and to such mandatory exceptions as are from time to time applicable under Norwegian

law) equally with all other unsecured obligations (other than subordinated obligations) of the Issuer.

Rating: The Programme has been rated Aa1 negative outlook by Moody's, AA stable outlook by Standard & Poor's and AA by Fitch. Such ratings mean that the Issuer's capacity to meet its financial commitment under the Notes is very strong and differs from the highest credit rating only in a small degree. Notes issued pursuant to the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security 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.

Negative Pledge: The Notes will contain a negative pledge provision prohibiting the Issuer (subject to the exceptions set out herein) from (i) creating or having outstanding any mortgage, pledge, charge, lien or other security upon the whole or any part of its undertaking or assets, present or future, to secure any Relevant Indebtedness (as defined in the Conditions of the Notes) of any person or any guarantee of any Relevant Indebtedness of any person or (ii) suffering or permitting any person to secure, support or guarantee any present or future Relevant Indebtedness of, or guaranteed by, the Issuer denominated or conferring a right to payment in or by reference to any currency other than Kroner.

Listing: Application has been made to the UK Listing Authority for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's regulated market.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or markets.

Governing Law: The Notes will be governed by, and construed in accordance with, English law.

Selling Restrictions: There are restrictions on the sale of Notes and the distribution of offering material — see "Subscription and Sale" below.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

Negative developments in the Norwegian export industry and in the Norwegian economy may decrease the volume of export loans and harm the Issuer's business.

If there were a decrease in demand for products and goods exported from Norway, Norwegian exporters who fund their export credits through Eksportfinans may decrease or discontinue their use of Eksportfinans' services. This would have an adverse effect on the Issuer's ability to generate revenue through the disbursement of new loans through its export credit lending business. The same would be the case if major exporters who normally fund their export credits through Eksportfinans were to move the production of their goods and services out of Norway. The Issuer's export lending business has benefited from high oil prices inducing high demand for oil rigs, ships, jack up equipment, and other oil-related equipment. Following comparatively high oil prices from 2004 through to the first nine months of 2008, oil prices declined significantly through 2009, and the Issuer has seen a decrease in applications for oil-related projects. Continuing low oil prices over a period of time may therefore have a negative impact on the Issuer's business.

Falling market interest rates may have a negative effect on the Issuer's business and financial position.

Market interest rates in the main markets in which the Issuer conducts business have been rising, making Commercial Interest Reference Rate ("CIRR") loans relatively more attractive to borrowers than market interest rates. This has in the past boosted demand to borrow from Eksportfinans under the 108 Agreement, described below, which is based on CIRR rates. Falling market interest rates may on the other hand considerably reduce the demand for CIRR loans, especially in relation to the two main currencies (NOK and USD) in which the Issuer makes loans. Because the Issuer is the only provider of government-supported CIRR loans in Norway, this could have a negative effect on the financial position of Eksportfinans.

Eksportfinans' own credit risk may affect its results.

Fair value measurements for Eksportfinans' debt and structured note liabilities incorporate Eksportfinans' own credit risk by discounting cash flows at rates that incorporate Eksportfinans' currently observable credit spreads and collateral posted by Eksportfinans with counterparties. This fair value impact may significantly increase volatility in the Issuer's results as the correlation with the credit spreads applied to the Issuer's assets are usually low. As of end of 2009 the unrealised gain from widening credit spreads on Eksportfinans' own debt was NOK 1.1 billion down from NOK 3.9 billion as of end of 2008, creating an unrealised loss of NOK 2.8 billion. The remaining unrealised gain is expected to be reversed as unrealised losses in the years ahead.

Reduced differences in swap spreads may reduce the Issuer's interest margins.

The majority of loans extended by the Issuer are floating rate loans. The Issuer funds its business activities through the international capital markets mainly by issuing fixed-rate and structured debt and

swapping it into floating-rate liabilities in Norwegian kroner, euro or U.S. dollars (the Issuer's base currencies). Reduced differences between the new issue spreads to Treasuries and the swap spreads, all other things being equal, would be expected to have a negative impact on the Issuer's earnings.

Events in the credit markets may decrease liquidity, increase the Issuer's borrowing costs or make us uncompetitive, each of which would reduce the Issuer's earnings.

During the first half of 2009, the global financial crisis caused further credit spread widening in the international funding markets, with spreads on Eksportfinans' outstanding debt widening considerably in line with the market and long-dated funding becoming more expensive.

Spreads have since narrowed, but if the disruptions in the international capital markets should re-emerge and liquidity should again become more scarce, it may become necessary for us to offer further increased interest rates in the capital markets in order to obtain financing or the Issuer may not be able to obtain the levels of funding necessary to continue the Issuer's business at historical levels or otherwise at the level the Issuer desires. The Issuer may not be able to pass on all of these increased interest costs to the Issuer's borrowers, or its lending volumes may decrease as potential borrowers choose not to proceed with projects based on increased borrowing costs. In addition, the Issuer must compete with domestic and foreign financial institutions in the capital markets for financing and if the increase in the Issuer's financing cost were higher than the increase experienced by its competitors, it could make the Issuer uncompetitive. Competition could raise the cost of financing to the Issuer by forcing it to offer higher interest rates in order to attract investors. Increased cost of funding may result in lower margins on loans extended by the Issuer and on its investments. Any decrease in the average interest income on the Issuer's assets relative to the average interest expense on its liabilities will reduce the Issuer's net income. In addition, hedging and other risk management strategies may not be effective when markets are experiencing extreme, unanticipated or disrupted conditions. Any of these factors would likely lower the Issuer's profit margins and earnings and negatively affect the Issuer's business and results of operations.

Increasing competition may adversely affect the Issuer's income and business.

Competition in the Issuer's business is based on service, product innovation, product features, price and interest rate, commission structure, financial strength and name recognition. The Issuer competes with a large number of other credit institutions, including domestic and foreign banks. [Some of these institutions have government guarantees, which decrease their funding costs, and offer a broader array of products, have more competitive pricing and may have greater financial resources with which to compete]. Increasing competition may have significant negative effects on the Issuer's results if the Issuer is unable to match the pricing, products or services of its competitors.

The Issuer has experienced significant unrealised gains and losses in the Issuer's Liquidity Portfolio, and may continue to experience volatility in its results.

In early 2008 shareholders representing 99.5 per cent. of Eksportfinans' shares signed a market risk mitigation agreement (the "Portfolio Hedge Agreement") whereby they undertook to hedge against further market value declines in the liquidity portfolio as it existed on 29 March 2008 (the "Portfolio Hedge Agreement Portfolio") up to an amount of NOK 5 billion (of which approximately NOK 1.0 billion was utilised by year end 2009). The Issuer has a new liquidity portfolio (the "Liquidity Reserve Portfolio") that does not benefit from the Portfolio Hedge Agreement. For further details, see notes 5, 13 and 28.3 to the Issuer's audited financial statements for the financial year ended 31 December 2008. Continuing market disruptions could mean a further widening of credit spreads and further decreases in the market values of the Liquidity Reserve Portfolio, resulting in additional unrealised losses. In addition, it is difficult to measure the value of securities accurately in volatile markets. Changes in fair values of other financial instruments that are measured at fair value, such as the Issuer's own bond debt, may also lead to volatility in results.

The Issuer's hedging strategies may not prevent losses.

The Issuer is constantly attempting to manage interest rate risk, currency risk and other market-related risks. The Issuer seeks to reduce liquidity risk and credit risk through monitoring the mismatch in

the maturity profile of the Issuer's assets and liabilities and setting what it considers to be prudent limits. However, the Issuer's hedging strategies and other risk management techniques may not be effective in all markets or against all types of risks, especially in extreme, unanticipated or disrupted market conditions. If any of the variety of instruments and strategies the Issuer uses to economically hedge its exposure to these various types of risk is not effective, including for such reasons as human error, the Issuer may incur losses. In addition, the Issuer may not be able to obtain economically efficient hedging opportunities that will enable it to carry on its present policies with respect to new assets and liabilities.

Ratings downgrades may increase the Issuer's funding costs and substantially reduce the Issuer's earnings.

98 per cent. of the Issuer's capital requirements are met through the issuance of securities, primarily in the international capital markets. As a result, the Issuer is dependent on access to the international capital markets. The cost and availability of financing is generally dependent on the Issuer's credit ratings.

Towards the end of 2008 Moody's downgraded the Issuer's long-term ratings from Aaa to Aa1 and in May of 2009 re-affirmed a negative outlook. The downgrade and negative outlook reflects the uncertainty related to the then potential change in the Issuer's business structure and financial position given the divestment of Kommunekreditt to focus on export lending. In September 2009 Standard & Poor's ("S&P") rating was downgraded from AA+ to AA with a stable outlook. The downgrade was a result of both the uncertainty related to the change in Eksportfinans business structure following the sell-off of Kommunekreditt Norge AS and S&P's revised methodology and assumption for rating government-related entities. In the beginning of 2009 FitchRatings downgraded the Issuer to AA stable from AAA. The downgrade reflected Fitch's view that, given the extreme market conditions and compared to the drastic measures taken by governments in other countries, the support and signals the Issuer has received from the Norwegian Government, although substantial, are no longer compatible with a AAA rating.

The Issuer's credit rating depends on many factors, some of which are outside of the Issuer's control. If the Issuer were to receive further downgrades in its credit rating, it may become necessary to offer increased interest rates in the capital markets in order to obtain financing, which would likely substantially lower the Issuer's profit margins and earnings and negatively affect the Issuer's business and results of operations.

Eksportfinans is largely dependent on credit ratings from the major credit rating agencies when accepting banks as guarantors for its loans and when making an investment.

Eksportfinans relies on credit ratings and analyses from the major rating agencies (Moody's, S&P and/or Fitch) to monitor the credit quality of most guarantors and credit counterparties in its portfolio of financial investments and in its derivatives portfolio. Exposure limits are also based on the credit ratings of guarantors and borrowers. These credit ratings may not fully reflect the true credit risk of a counterparty and the Issuer may therefore be exposed to losses.

The Issuer's derivatives counterparties or guarantors for loans may not honor their contracts.

The Issuer uses derivative instruments to hedge market risk and manage the return on its investments. The Issuer's derivative strategies employ a variety of instruments, including foreign exchange forwards, foreign currency swaps and interest rate swaps. The Issuer's derivatives counterparties may not honor their contracts. For example, certain entities within the Lehman Brothers group filed for bankruptcy on 15 September 2008, at which time Eksportfinans had derivatives contracts with certain of these entities in a nominal amount of USD 1.7 billion, resulting in significant unhedged positions. Although these swaps were renewed with new swap counterparties without a loss for Eksportfinans, it may not always be possible to re-hedge such positions.

In addition, as at year end 2009 approximately 70 per cent. of the outstanding export loans made by Eksportfinans were secured by guarantees. As of 31 December 2009, 18.4 per cent. of the Group's export loans (39 per cent. of export loans) were guaranteed by Norwegian banks. Of that amount, guarantees issued by DnB NOR Bank ASA ("DnB NOR") supported approximately 35.7 per cent. Further, the Issuer has entered into the Portfolio Hedge Agreement with its shareholder banks, including DnB NOR.

A failure by one or more counterparties or guarantors to honor the terms of its derivatives contract with or the guarantees in favour of the Issuer could have an adverse effect on the business, results of operations and financial condition of the Issuer.

Liquidity risk could have adverse consequences on the Issuer's ability to meet its obligations when they fall due.

A significant part of the Issuer's funding has triggers or options that could result in early redemption. The inability of the Issuer to fully anticipate funding maturities and provide for unforeseen decreases or changes in funding sources could have adverse consequences on the Issuer's ability to meet its obligations when they fall due.

Errors in estimates and judgments can have a significant impact on the Issuer's income statement

The Isser makes estimates and assumptions that affect the reported amounts of assets and liabilities in the next financial year. Estimates and judgments are continually evaluated and based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances, but may be in error nevertheless. Eksportfinans uses valuation techniques and theoretical models using market information to determine the value of its loans, its liquidity portfolio and certain other financial instruments. These estimates are calibrated against industry standards, economic models and observed transaction prices, but are nevertheless based on significant assumptions and estimates as described in note 4 to the Issuer's audited financial statements for the financial year ended 31 December 2009. The Issuer uses quoted prices where available. If recent transactions are not available for the particular item, the Issuer uses quotes for similar assets or model valuations. Since Eksportfinans has adopted the fair value option for the majority of its financial assets and liabilities, changes to assumptions or estimated levels can significantly impact the fair value of an instrument as reported and have a significant impact on the income statement. For further information, see note 4 to the Issuer's audited financial statements for the financial year ended 31 December 2009.

Operational risks are inherent in Eksportfinans' business.

Operational risk and losses can result from fraud, errors by employees, failure to document transactions properly, equipment failures, loss of key personnel, inability to act upon changes in accounting policies and other factors. The Issuer's efforts to mitigate these risks may not be sufficient to prevent losses.

Eksportfinans' performance is largely dependent on the talents and efforts of highly skilled individuals. There can be no assurance that Eksportfinans will be able to attract and retain such personnel.

From time to time the Issuer is faced with regulatory and accounting changes that affect the Issuer's business and its financial statements. An inability to comply with current or proposed legislation increases the risk that Eksportfinans' reputation will be damaged. A significant change to the regulatory framework may have an impact on Eksportfinans' results of operations.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Issuer will be unable to comply with its obligations as a company with securities admitted to the Official List.

As a result of the sale of the Kommunekreditt business, Eksportfinans' financial situation may be further exposed to cyclical changes in Norwegian export industries.

On 24 June 2009, Eksportfinans completed the sale of Kommunekreditt Norge AS, its formally wholly-owned subsidiary that conducts lending activities to Norwegian municipalities and counties. As a result of the loss of diversification in lending provided in recent years by the Issuer's municipality lending, the sale of Kommunekreditt will further expose Eksportfinans to the cyclical nature of the export business, which for periods of time may have lower demand for export credits with negative effects for the financial position of Eksportfinans.

A decision by the Norwegian Government to discontinue government support of export loans or terminate or seek to modify its agreements with Eksportfinans could have a detrimental effect on the Issuer's income and business.

Eksportfinans is, through an agreement with the Norwegian Government referred to as the "108 Agreement", the exclusive provider of government-supported export credits in Norway. In return, the Norwegian Government makes payments to Eksportfinans sufficient to offset any interest and foreign exchange losses relative to certain reference points set forth in the 108 Agreement that occur in connection with Eksportfinans' foreign currency loans, borrowings and NOK transactions related to such lending. Conversely, if Eksportfinans realises any interest or foreign exchange gain in connection with its foreign currency lending, borrowing or related transactions, it must pay such gain to the Norwegian Government. The 108 Agreement has no set expiration date, but provides that either party may ask for discussions if the agreement does not fulfill that party's expectations and that each of the parties may with six months' notice terminate the agreement with respect to future commitments. The 108 Agreement will remain effective until all loans extended in accordance with the arrangement have been repaid and all gains and losses have been settled. In 2006, the Ministry of Trade and Industry (the "Ministry") initiated a review of the 108 Agreement. The Ministry and Eksportfinans agreed on some technical and compensatory amendments on 6 July 2007. However a more general review of the Norwegian Government's support for export credits was initiated in early 2008. The purpose of this review was for the Norwegian Government to determine whether to continue the support as it currently does, completely discontinue such support or continue on a different scale with a different organisation and/or different terms and conditions. This general review was put on hold during the fall of 2008 as a consequence of the global financial crisis and the need for Eksportfinans as a public vehicle for providing export credits. This general review has been further put on hold during 2009. In 2010, there will be a review of some technical aspects of the scope of the government supported financing scheme to harmonize the financing scheme with the guarantee scheme operated by the Guarantee Institute. The Issuer expects this review to have insignificant influence on the scope of the financing scheme. Since the arrangement significantly assists in securing Eksportfinans' business and revenues, if it were to be unfavorably amended or terminated, Eksportfinans' profit margins, income and business would be adversely affected.

In order to help ensure that the Norwegian export industry has access to long-term financing of their projects in a turbulent market situation, Eksportfinans entered into an agreement with the Norwegian Government on 26 November 2008 whereby the Norwegian Government will provide funding to Eksportfinans until November 2010 for financing of new export projects that qualify under the OECD Consensus Agreement for export financing. The funding from the Norwegian Government will have a maturity of up to 5 years. To date, no amounts have been drawn under the agreement and NOK 20 billion remains currently available for drawing.

A reduction or termination of government supported loans by the Norwegian Government or other governmental support would have a negative effect on the Issuer's ability to remain competitive and would negatively affect profit margin, income and business.

Impact of regulatory changes

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

The Issuer is exposed to various concentrations of risk.

Credit risk concentration may arise from trading, investing and financing activities, and may be affected by economic, industrial or political factors. While the Issuer is exposed to many different counterparties and industries, it executes a high volume of transactions with, and has aggregate risk exposures of a high value with, counterparties in the financial services industry, such as brokers, dealers,

commercial banks and institutional clients. This results in a significant credit concentration with respect to the financial industry generally and to certain financial institutions in particular.

A significant part of the Issuer's business consists of lending to the maritime sector, such as rig and ship building financing. Loans to this sector are fully guaranteed by banks or the Guarantee Institute.

After the sale of Kommunekreditt in June 2009 the Company has smaller concentration towards the Norwegian municipality sector. However Eksportfinans purchased from Kommunekreditt a portfolio of approximately NOK 10.9 billion of loans made to the municipality sector, and provided funding to Kommunekreditt of approximately NOK 30 billion through September 2011. Kommunekreditt is therefore Eksportfinans' largest debtor. Accordingly, Eksportfinans will continue to have a significant amount of both direct and indirect credit exposure to Norwegian municipalities. Because Norwegian municipalities cannot by law be declared bankrupt, the Issuer believes the risk related to the concentration to the municipality sector is low, although there can be no assurance of the type and level of such risk.

In the ordinary course of business, Eksportfinans may be subject to a concentration of credit risk to a particular bank guarantor or bond issuer. For example, DnB Nor guarantees approximately 35.7 per cent. of Eksportfinans' export-related lending. Eksportfinans also has a concentration of market risk related to interest rate and credit spread volatility, which is increasing with general market volatility and the general correlation between markets. If interest rate or credit spread volatility continue to increase or the correlation between different interest rates or credit spreads increases this may lead to a higher market risk giving more volatile profits.

The Issuer is subject to translation risk on foreign currencies.

As an international lending institution, the Issuer is subject to currency risk. At 31 December 2008, approximately 65 per cent. of the Issuer's risk capital was denominated in Norwegian kroner, with the remaining 35 per cent. denominated in other currencies. Because a somewhat higher percentage of the Issuer's risk-weighted assets than its risk capital is denominated in other currencies and because there are limitations on the exchange rate used in the translation of risk capital to Norwegian kroner, the Issuer's capital ratio is subject to foreign exchange rate fluctuations with respect to Norwegian kroner.

The Issuer's earnings may fluctuate due to currency translations, and changes in currency exchange rates adverse to the Issuer would cause a reduction in profits.

Additionally, as the Issuer's financial statements are reported in Norwegian kroner, a majority of the items presented are subject to fluctuations as a result of changes in the U.S. dollar/Norwegian krone and the euro/Norwegian krone exchange rate. Also, a strengthening of the krone against other currencies may reduce demand for the products of the Issuer's customers and thus reduce demand for its loans.

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

The Notes may not be a suitable investment for all investors

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement and all the information contained in the applicable Final Terms;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

In addition, an investment in Index Linked Notes, Share Linked Notes, GDR/ADR Linked Notes, FX Linked Notes, Commodity Linked Notes, Fund Linked Notes or other Notes linked to other Reference Item(s), may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including, but not limited to, the risks set out in "*Risks related to the structure of a particular issue of Notes*" set out below.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Risks related to the structure of a particular issue of Notes

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

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Dual Currency Notes

The Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal; and
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices.

General risks and risks relating to Reference Item Linked Notes

Reference Item Linked Notes involve a high degree of risk, which may include, among others, interest rate, foreign exchange, time value and political risks. Purchasers should be prepared to sustain a total loss of the purchase price of the Notes. This risk reflects the nature of such a Note as an asset which, other factors held constant, tends to decline in value over time and which may become worthless. Prospective purchasers of Notes should understand the risks of transactions involving the relevant Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Notes in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Notes and the particular Reference Item to which the value of, or payments or deliveries in respect of, the relevant Notes may relate, as specified in the applicable Final Terms.

Reference Item Linked Notes will represent an investment linked to the economic performance of the relevant Reference Item(s) and prospective investors should note that the return (if any) on their investment in such Notes will depend upon the performance of such Reference Item(s). Potential investors should also note that whilst the market value of such Notes is linked to such Reference Item(s) and will be influenced (positively or negatively) by such Reference Item(s), any change may not be comparable and may be disproportionate. It is impossible to predict how the level of the relevant Reference Item(s) will vary over time. In contrast to a direct investment in the relevant Reference Item(s), Notes represent the right to receive payment or delivery, as the case may be, of the Final Redemption Amount(s) or the Entitlement, as the case may be, as well as periodic payments of interest (if specified in the applicable Final Terms in respect of Notes), all or some of which and the value of which will be determined by reference to the performance of the relevant Reference Item(s).

As the amounts payable and/or deliverable in respect of Reference Item Linked Notes are linked to the performance of the relevant Reference Item(s), a purchaser of such a Note must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Reference Item(s). Assuming all other factors are held constant, the lower the value of such a Note and the shorter the remaining term redemption, the greater the risk that purchasers of such Note will lose all or part of their investment.

Reference Item Linked Notes may be principal protected or non-principal protected. Investors in Reference Item Linked Notes that are non-principal protected may risk losing their entire investment if the value of the relevant Reference Item(s) does not move in the anticipated direction.

PROSPECTIVE INVESTORS MUST REVIEW THE APPLICABLE FINAL TERMS TO ASCERTAIN WHAT THE RELEVANT REFERENCE ITEM(S) ARE AND TO SEE HOW THE FINAL REDEMPTION AMOUNT OR THE ENTITLEMENT, AS THE CASE MAY BE, AND ANY PERIODIC INTEREST PAYMENTS ARE DETERMINED AND WHEN SUCH AMOUNTS ARE PAYABLE AND/OR DELIVERABLE, AS THE CASE MAY BE, BEFORE MAKING ANY DECISION TO PURCHASE ANY NOTES.

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

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

Risks relating to Index Linked Notes

The Issuer may issue Index Linked Notes where the Final Redemption Amount or interest payable is dependent upon the level of an index or indices. The index or indices may comprise of reference equities, bonds, other securities, property, currency exchange rate or other assets or bases of reference, and may be a well known and widely published index or indices or an index or indices established by the Issuer or another

entity which may not be widely published or available. An investment in Index Linked Notes will entail significant risks not associated with a conventional fixed rate or floating rate debt security.

Index Linked Redemption Notes may be redeemable by the Issuer by payment of the par value amount and/or by payment of an amount determined by reference to the value of the index/indices. Interest payable on Index Linked Interest Notes may be calculated by reference to the value of one or more indices.

Potential investors in Index Linked Notes should be aware that depending on the terms of the Index Linked Notes (i) they may receive no or a limited amount of interest, (ii) payments may occur at a different time than expected and (iii) except in the case of principally protected Notes, they may lose all or a substantial portion of their investment if the value of the index/indices do not move in the anticipated direction.

In addition, the movements in the level of the index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an index or result of a formula, the greater the effect on yield.

If the Final Redemption Amount or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices on the Final Redemption Amount or interest payable will be magnified.

If the Calculation Agent determines that an event giving rise to a Disrupted Day has occurred at any relevant time, such determination may have an effect on the timing of valuation and consequently the value of the Notes and/or may delay settlement in respect of the Notes. Prospective purchasers should review the relevant Terms and Conditions of the Notes and the applicable Final Terms to ascertain whether and how such provisions apply to the Notes.

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

Risks relating to Share Linked Notes

The Issuer may issue Share Linked Notes where the Final Redemption Amount or interest payable are dependent upon the price of or changes in the price of shares or a basket of shares or where, depending on the price or change in the price of the shares or basket of shares, the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Share Linked Notes may bear similar market risks to a direct equity investment and investors should take advice accordingly. An investment in Share Linked Notes will entail significant risks not associated with a conventional debt security.

Share Linked Redemption Notes may be redeemable by the Issuer by payment of the par value amount and/or by the physical delivery of a given number of share(s) and/or by payment of an amount determined by reference to the value of the share(s).

Potential investors in Share Linked Notes should be aware that depending on the terms of the Share Linked Notes (i) they may receive no or a limited amount of interest, (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of principally protected Notes, they may lose all or a substantial portion of their investment if the value of the share(s) do not move in the anticipated direction.

In addition, the movements in the price of the share or basket of shares may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the share or shares may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the share or shares, the greater the effect on yield.

If the Final Redemption Amount or interest payable, or Entitlement deliverable, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the share or shares on the Final Redemption Amount or interest payable, or Entitlement deliverable, will be magnified.

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

In the case of Share Linked Notes following the declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment, if any, to any of the terms of the relevant Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (ii) determine the effective date of that adjustment. Such adjustment may have an adverse effect on the value and liquidity of the affected Share Linked Notes.

In addition, in the case of Share Linked Notes, if a Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency occurs in relation to any Share, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the relevant Conditions and/or the applicable Final Terms to account for the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency and determine the effective date of that adjustment. Such adjustment may have an adverse effect on the value and liquidity of the affected Share Linked Notes; and
- (ii) redeem or cancel, as applicable, part (in the case of Share Linked Notes relating to a basket of Shares) or all (in any other case) of the Notes. Following such redemption or cancellation an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the relevant Notes being redeemed or cancelled and may only be able to do so at a significantly lower rate. Prospective investors should consider reinvestment risk in light of other investments available at that time.

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

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

Except as provided in the relevant Conditions in relation to Physical Delivery Notes, holders of Share Linked Notes will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such Notes relate.

Risks relating to GDR/ADR Linked Notes

The Issuer may issue GDR/ADR Linked Notes where the Final Redemption Amount or interest payable are dependent upon the value of GDRs or ADRs, or where, depending on the price of or change in the price of the GDRs or ADRs, the Issuer has an obligation to deliver specified assets. Accordingly, an investment in GDR/ADR Linked Notes may bear similar market risks to a direct GDR/ADR investment and investors should take advice accordingly. An investment in GDR/ADR Linked Notes will entail significant risks not associated with a conventional debt security.

GDR/ADR Linked Redemption Notes may be redeemable by the Issuer by payment of the par value amount and/or by the physical delivery of a given number of GDRs and/or ADRs and/or by payment of an amount determined by reference to the value of the GDRs and/or ADRs. Interest payable on GDR/ADR Interest Notes may be calculated by reference to the value of the GDRs and/or ADRs.

Potential investors in GDR/ADR Linked Notes should be aware that depending on the terms of the GDR/ADR Linked Notes (i) they may receive no or a limited amount of interest, (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of principally protected Notes, they may lose all or a substantial portion of their investment if the value of the GDRs and/or ADRs does not move in the anticipated direction.

In addition, the movements in the price of the GDRs and/or ADRs may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the GDRs and/or ADRs may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the GDRs and/or ADRs, the greater the effect on yield.

If the Final Redemption Amount or interest payable, or Entitlement deliverable, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the GDRs and/or ADRs on the Final Redemption Amount or interest payable, or Entitlement deliverable, will be magnified.

The market price of GDR/ADR Linked Notes may be volatile and may be affected by the time remaining to the redemption date or the volatility of the GDRs and/or ADRs and the financial results and prospects of the issuer or issuers of the GDRs and/or ADRs as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such GDRs and/or ADRs may be traded.

Risks relating to FX Linked Notes

The Issuer may issue FX Linked Notes where the Final Redemption Amount or interest payable are dependent upon movements in currency exchange rates or are payable in one or more currencies which may be different from the currency in which the Notes are denominated. Accordingly, an investment in FX Linked Notes may bear similar market risks to a direct foreign exchange investment and investors should take advice accordingly. An investment in FX Linked Notes will entail significant risks not associated with a conventional debt security.

FX Linked Redemption Notes may be redeemable by the Issuer by payment of the par value amount and/or by the physical delivery of specified amount of one or more currencies and/or by payment of an amount determined by reference to the value of the currency/currencies. Interest payable on FX Linked Interest Notes may be calculated by reference to the value of one or more currencies.

Potential investors in any FX Linked Notes should be aware that depending on the terms of the FX Linked Notes (i) they may receive no or a limited amount of interest, (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of principally

protected Notes, they may lose all or a substantial portion of their investment if the currency exchange rates do not move in the anticipated direction.

In addition, the movements in currency exchange rates may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the exchange rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the currency exchange rates, the greater the effect on yield.

If the Final Redemption Amount or interest payable, or Entitlement deliverable, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the currency exchange rates on the Final Redemption Amount or interest payable, or Entitlement deliverable, will be magnified.

Fluctuations in exchange rates of the relevant currency (or basket of currencies) will affect the value of FX Linked Notes. Furthermore, investors who intend to convert gains or losses from the redemption or sale of FX Linked Notes into their home currency may be affected by fluctuations in exchange rates between their home currency and Specified Currency of the Notes. Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency/currencies, regardless of other market forces (see “*Exchange rate risks and exchange controls*” below).

Risks relating to Commodity Linked Notes

The Issuer may issue Commodity Linked Notes where the Final Redemption Amount or interest payable are dependent upon the price or changes in the price of commodities, basket of commodities, a commodity index or basket of commodity indices or where, depending on the price or change in the price of the commodities, basket of commodities, commodity index or basket of commodity indices, the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Commodity Linked Notes may bear similar market risks to a direct commodity investment and investors should take advice accordingly. An investment in Commodity Linked Notes will entail significant risks not associated with a conventional debt security.

Commodity Linked Redemption Notes may be redeemable by the Issuer by payment of the par value amount and/or by the physical delivery of specified amount of one or more commodities and/or by payment of an amount determined by reference to the value of the commodity, commodity index, commodities and/or commodity indices. Interest payable on Commodity Linked Interest Notes may be calculated by reference to the value of one or more commodity, commodity index, commodities and/or commodity indices.

Potential investors in Commodity Linked Notes should be aware that depending on the terms of the Commodity Linked Notes (i) they may receive no or a limited amount of interest, (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of principally protected Notes, they may lose all or a substantial portion of their investment if the value of the commodity(ies) or commodity index(ices) do not move in the anticipated direction.

In addition, the movements in the price of the commodity(ies) or commodity index(ices) may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the commodity(ies) or commodity index(ices) may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or level of the commodity(ies) or commodity index(ices), the greater the effect on yield.

If the Final Redemption Amount or interest payable, or Entitlement deliverable, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price or level of the commodity(ies) or commodity index(ices) on the Final Redemption Amount or interest payable, or Entitlement deliverable, will be magnified.

The market price of Commodity Linked Notes may be volatile and may be affected by the time remaining to the redemption date, the volatility of the commodity(ies) or commodity index(ices) as well as

economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such commodity(ies) may be traded.

Risks relating to Fund Linked Notes

The Issuer may issue Fund Linked Notes where the Final Redemption Amount or interest payable are dependent upon the price or changes in the price of fund share(s) or unit(s) or where, depending on the price or changes in the price of fund share(s) or unit(s), the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Fund Linked Notes may bear similar market risks to a direct fund investment and investors should take advice accordingly. An investment in Fund Linked Notes will entail significant risks not associated with a conventional debt security.

Fund Linked Redemption Notes may be redeemable by the Issuer by payment of the par value amount and/or by the physical delivery of specified amount of one or more fund shares or units and/or by payment of an amount determined by reference to the value of the fund share(s) or unit(s). Interest payable on Fund Linked Interest Notes may be calculated by reference to the value of one or more fund shares or units.

Potential investors in Fund Linked Notes should be aware that depending on the terms of the Fund Linked Notes (i) they may receive no or a limited amount of interest (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of principally protected Notes, they may lose all or a substantial portion of their investment if the value of the fund share(s) or unit(s) do not move in the anticipated direction.

In addition, the movements in the price of fund share(s) or unit(s) may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the fund share(s) or unit(s) may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the fund share(s) or unit(s), the greater the effect on yield.

If the Final Redemption Amount or interest payable, or Entitlement deliverable, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the fund share(s) or unit(s) on the Final Redemption Amount or interest payable, or Entitlement deliverable, will be magnified.

The price of unit(s) or fund share(s) may be affected by the performance of the fund service providers, and in particular the investment adviser.

In the case of Fund Linked Notes linked to Exchange Traded Funds, if the Calculation Agent determines that an event giving rise to a Disrupted Day has occurred at any relevant time any such determination may have an effect on the timing of valuation and consequently the value of the Notes and/or may delay settlement in respect of the Notes. Prospective purchasers should review the relevant Terms and Conditions and the applicable Final Terms to ascertain whether and how such provisions apply to the Notes.

In the case of Fund Linked Notes linked to Exchange Traded Funds following the declaration by the ETF of the occurrence of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical relevant Fund Shares and, if so, will (i) make the corresponding adjustment, if any, to any of the terms of the relevant Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect and (ii) determine the effective date of that adjustment. Such adjustment may have an adverse effect on the value and liquidity of the affected Fund Linked Notes.

In addition, in the case of Fund Linked Notes linked to Exchange Traded Funds, if a Merger Event, Tender Offer, De-Listing, Material Underlying Event, Nationalisation or Insolvency occurs in relation to

any Fund Share, the Calculation Agent in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the relevant Conditions and/or the applicable Final Terms to account for the Merger Event, Tender Offer, De-Listing, Material Underlying Event, Nationalisation or Insolvency and determine the effective date of that adjustment. Such adjustment may have an adverse effect on the value and liquidity of the affected Fund Linked Notes; and
- (ii) require the Issuer to redeem or cancel, as applicable, all of the Notes. Following such redemption or cancellation an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the relevant Notes being redeemed or cancelled and may only be able to do so at a significantly lower rate. Prospective investors should consider reinvestment risk in light of other investments available at that time.

The market price of Fund Linked Notes may be volatile and may depend on the time remaining to the redemption date or settlement date (as applicable) and the volatility of the price of fund share(s) or unit(s). The price of fund share(s) or unit(s) may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any units in the fund or funds may be traded.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

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

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 11 of the conditions of the Notes.

Market Disruption Event and Disrupted Day

If an issue of Notes includes provisions dealing with the occurrence of a market disruption event or a failure to open of an exchange or related exchange on a Valuation Date, an Averaging Date or a Pricing Date and the Calculation Agent determines that a market disruption event or such failure has occurred or exists on a Valuation Date, an Averaging Date or a Pricing Date, any consequential postponement of the Valuation Date, Averaging Date or a Pricing Date or any alternative provisions for valuation provided in any Notes may have an adverse effect on the value of such Notes.

Settlement Disruption Event and Failure to Deliver due to Illiquidity

In the case of Physical Delivery Notes, if a Settlement Disruption Event occurs or exists on the Maturity Delivery Date, settlement will be postponed until the next date on which no Settlement Disruption Event occurs. The Issuer in these circumstances also has the right to pay the Disruption Cash Redemption Price in lieu of delivering the Entitlement. Such a determination may have an adverse effect on the value of the relevant Notes. In addition if “Failure to Deliver due to Illiquidity” is specified as applying in the applicable Final Terms, and in the opinion of the Calculation Agent it is impossible or impracticable to deliver some or all of the Relevant Assets comprising the Entitlement when due as a result of illiquidity in the market for the Relevant Assets, the Issuer has the right to pay the Failure to Deliver Settlement Price in lieu of delivering those Relevant Assets.

Expenses

Holders of Physical Delivery Notes must pay all Expenses relating to such Physical Delivery Notes. As used in the Terms and Conditions, “Expenses” includes any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the redemption and settlement (as applicable) of such Notes and/or the delivery of the Entitlement.

No claim against any Reference Item

A Note will not represent a claim against any Reference Item and, in the event of any loss, a Holder will not have recourse under a Note to any Reference Item.

Physical Delivery Requirements and Settlement Risk

In order to receive the Entitlement in respect of a Physical Delivery Note, the holder of such Note must (1) duly deliver a duly completed Asset Transfer Notice on or prior to the relevant time on the Cut-Off Date and (2) pay the relevant Expenses.

If so indicated in the applicable Final Terms, the Issuer has an option to vary settlement in respect of the Notes. If exercised by the Issuer, this option will lead to Physical Delivery Notes being cash settled or Cash Settled Notes being physically settled. Exercise of such option may affect the value of the Notes.

Additional Risk Factors

Additional risk factors in relation to specific issues of Notes may be included in the applicable Final Terms.

EU Savings Directive

Under EC Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

Change in law

The conditions of the Notes are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus.

Notes where denominations involve integral multiples: Definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If Definitive Notes are issued, holders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Risks related to the market generally

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

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest and/or Final Redemption Amounts on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal and/or Final Redemption Amounts payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal and/or Final Redemption Amounts than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

DOCUMENTS INCORPORATED BY REFERENCE

The English versions of the following documents which have previously been published or are published simultaneously with this Prospectus and have been filed with the Financial Services Authority shall be incorporated in, and form part of, this Prospectus:—

- (a) the auditors' report and the audited consolidated annual financial statements for the financial years ended 31 December 2008 and 2009 of the Issuer;
- (b) memorandum and articles of association (or equivalent) of the Issuer;
- (c) the terms and conditions of the Notes contained in the previous Prospectus dated 28 May 2004 pages 19 to 36 (inclusive) prepared by the Issuer in connection with the Programme;
- (d) the terms and conditions of the Notes contained in the previous Prospectus dated 1 July 2005 pages 34 to 51 (inclusive) prepared by the Issuer in connection with the Programme;
- (e) the terms and conditions of the Notes contained in the previous Prospectus dated 2 June 2006 pages 34 to 52 (inclusive) prepared by the Issuer in connection with the Programme;
- (f) the terms and conditions of the Notes contained in the previous Prospectus dated 1 June 2007 pages 39 to 62 (inclusive) prepared by the Issuer in connection with the Programme;
- (g) the terms and conditions of the Notes contained in the previous Prospectus dated 2 June 2008 pages 59 to 83 (inclusive) prepared by the Issuer in connection with the Programme; and
- (h) the terms and conditions of the Notes contained in the previous Prospectus dated 2 June 2009 pages 62 to 86 (inclusive) prepared by the Issuer in connection with the Programme.

Following the publication of this Prospectus a supplement may be prepared by the Issuer and approved by the UK Listing Authority in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Any information which is incorporated by reference in documents which are deemed to be incorporated in, and to form part of this Prospectus, shall not form part of this Prospectus for the purposes of the Prospectus Directive.

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered office of the Issuer at Dronning Mauds gate 15, 0250 Oslo and from the offices of Citibank, N.A., London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Notes. The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in the "Subscription and Sale") that it will comply with section 87G of the FSMA.

DESCRIPTION OF THE PROGRAMME

The Issuer may, from time to time, issue Notes denominated in U.S. dollars, euro, Yen, Sterling, Norwegian Kroner or such other currency or currencies as may be agreed with the relevant Purchaser(s), the Agent (as defined herein) and the Trustee.

The issue price of Notes will be agreed between the Issuer and the relevant Purchaser(s) at the time of issue. The issue date, maturity date, nominal amount and interest rate (if any) applicable to each Note (except for VPS Cleared Notes) and any other relevant provisions of such Note not contained herein will be specified on the face of such Note and in the Final Terms, as more fully described under “Form of the Notes” and “Applicable Final Terms” below. In the case of VPS Cleared Notes, the issue date, maturity date, nominal amount and interest rate (if any) applicable to each Note and any other relevant provisions of such Note not contained herein will be specified in the Final Terms.

Under the Programme Agreement, the Issuer may terminate the appointment of any Dealer(s) by giving not less than 30 days’ written notice to such Dealer(s), all upon and subject to the terms of the Programme Agreement.

The maximum aggregate nominal amount of all Notes issued pursuant to the Programme and from time to time outstanding will not exceed U.S.\$40,000,000,000 or its equivalent in other currencies. For the purpose of determining the United States dollar equivalent of Notes denominated in a currency other than United States dollars, the determination shall be made by reference to the original nominal amount of the relevant Notes as of the date on which agreement is reached to issue the relevant Notes (or, in the case of Zero Coupon Notes and any other Notes issued at a discount, by reference to the net proceeds received by the Issuer with respect to such Notes) on the basis of the spot rate for the sale of United States dollars against the purchase of the relevant currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the day on which such agreement is reached.

FORM OF THE NOTES

The Notes (which expression shall mean (i) in relation to any Notes represented by either a Temporary Global Note or a Permanent Global Note (in each case, a “Global Note”) units of the lowest Specified Denomination in the Specified Currency (each as defined in “Terms and Conditions of the Notes”) of the relevant Notes, (ii) Definitive Notes issued in exchange for either a Permanent Global Note or a Temporary Global Note (as set out below), (iii) any Global Note and (iv) Notes cleared through the Norwegian Register of Securities, the Verdipapirsentralen (the “VPS Cleared Notes” and the “VPS” respectively)) will be constituted by a Trust Deed dated 11 July 1991 (such Trust Deed as amended and/or supplemented and/or restated from time to time, the “Trust Deed”) and made between the Issuer and Deutsche Trustee Company Limited (formerly called Bankers Trustee Company Limited) (the “Trustee”, which expression shall include any successor as trustee) as Trustee for the holders for the time being of the Notes (the “Noteholders”, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided below) as further modified and/or supplemented and/or restated from time to time.

Interest-bearing Definitive Notes will have interest coupons (“Coupons”) and, if applicable, talons for further Coupons (“Talons”) attached on issue. Any reference herein to Coupon(s), Couponholder(s) or coupon(s) shall, unless the context otherwise requires, be deemed to include a reference to Talon(s), Talonholder(s) or talon(s). Definitive Notes redeemable in instalments will have receipts (“Receipts”) for the payment of the instalments of principal attached on issue.

Payments in respect of the Notes will be made under an amended and restated Agency Agreement dated 2 June 2010 (such Agency Agreement as may be amended and/or supplemented and/or restated from time to time, the “Agency Agreement”) between the Issuer, Citibank, N.A., London Branch, as issuing agent, principal paying agent and agent bank (the “Agent”, which expression shall include any successor as agent), the paying agents named therein (together with the Agent, the “Paying Agents”, which expression shall include any additional or successor paying agents) and the Trustee.

Notes may be issued at such times as shall be agreed between the Issuer and the relevant Purchaser(s). The Issuer and the relevant Purchaser(s) shall, prior to the time of issue of any Notes, agree upon the relevant provisions of the Notes to be issued pursuant to the terms set out in “Terms and Conditions of the Notes”.

Each issue of Notes (except for VPS Cleared Notes) of any Series will initially be represented by a Temporary Global Note or Temporary Global Notes, without instalment receipts, interest coupons or talons or, if so specified in the applicable Final Terms, a Permanent Global Note which, in any case will be:

- (a) if such Global Note is intended to be issued in new global note (“NGN”) form, as stated in the applicable Final Terms, delivered on or prior to the original issue date of the Tranche to a common safekeeper (the “Common Safekeeper”) for Euroclear Bank S.A./N.V. (“Euroclear”) and Clearstream Banking, société anonyme (“Clearstream, Luxembourg”); or
- (b) if such Global Note is not intended to be issued in NGN form, delivered on or prior to the original issue date of the Tranche to a common depositary (the “Common Depositary”) for Euroclear and Clearstream, Luxembourg.

Upon deposit of such Temporary Global Note, Euroclear and/or Clearstream, Luxembourg will credit Purchasers with nominal amounts of Notes of such Series equal to the nominal amounts thereof for which they have paid.

If an interest payment date or instalment payment date for any Notes occurs whilst such Notes are represented by a Temporary Global Note, the related payment will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification of non-U.S. beneficial ownership has been received by Euroclear and/or Clearstream, Luxembourg in the form required by it/them. On or after the date (the “Exchange Date”) which is 40 days after the date on which the Temporary Global Note is issued, interests in the Temporary Global Note will, unless otherwise specified in the applicable Final Terms, be exchanged for interests in a Permanent Global Note against certification of non-U.S. beneficial ownership in accordance with the terms

of the Temporary Global Note. After the Exchange Date the holder of a Temporary Global Note will not be entitled to receive any payment of interest or any instalment of principal thereon.

Payments of principal or interest (if any) on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification. As specified in the applicable Final Terms, a Permanent Global Note will be exchangeable free of charge, in whole but not in part, for security printed Definitive Notes on 45 days' written notice expiring at least 30 days after the Exchange Date, from the Trustee or Euroclear and/or Clearstream, Luxembourg acting on the instructions of a Noteholder, in the case of (i) or (ii) below, or from the Issuer, in the case of (iii) below:

- (i) if an Event of Default occurs and is continuing;
- (ii) if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg and both such clearing systems are closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announce an intention permanently to cease business or in fact do so and no alternative clearing system satisfactory to the Trustee is available; or
- (iii) if, on the occasion of the next payment in respect of the Notes, the Issuer would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of the Kingdom of Norway referred to in Condition 9 which would not be suffered were the Notes in definitive form.

Temporary and Permanent Global Notes and Definitive Notes will be issued by the Agent on behalf of the Issuer.

The following legend will appear on all Notes which have an original maturity of more than 365 days and on all Receipts and Coupons relating to such Notes:—

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code.”

For so long as any of the Notes are represented by a Global Note, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear and/or of Clearstream, Luxembourg or, as the case may be, the VPS as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg or, as the case may be, the VPS as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee, the Agent and any other Paying Agent as a holder of such nominal amount of such Notes for all purposes other than (for the purpose only of Notes not being VPS Cleared Notes) with respect to the payment of principal and interest (if any) on such Notes, the right to which shall be vested, as against the Issuer, the Agent and any other Paying Agent, solely in the bearer of the Global Note in accordance with and subject to its terms (or the Trustee in accordance with the Trust Deed) and the expressions “Noteholder”, “holder of Notes” and related expressions shall be construed accordingly. Notes which are represented by a Global Note or Notes which are VPS Cleared Notes will only be transferable in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg or the procedures for the time being of the VPS, as the case may be.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Trustee.

Each issue of VPS Cleared Notes will be issued in uncertificated book entry form. Legal title to the VPS Cleared Notes will be evidenced by book entries in the VPS.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of less than EUR 50,000 (or its equivalent in another currency).

[Date]

EKSPORTFINANS ASA

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] (the “Notes”)
Issued pursuant to the U.S.\$40,000,000,000
Euro Medium Term Note Programme**

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 35 of Part A below, provided such person is one of the persons mentioned in Paragraph 35 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

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

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances].

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 2 June 2010 (the “Prospectus”) which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at, and copies may be obtained from, the registered office of the Issuer at Dronning Mauds gate 15, 0250 Oslo and the offices of Citibank, N.A., London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB during normal business hours.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Prospectus dated [original date]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated [current date] which constitutes a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Prospectus dated [original date] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [current date] and [original date]. Copies of such Prospectuses are available for viewing at, and copies may be obtained from, the registered office of the Issuer at Dronning Mauds gate 15, 0250 Oslo and the offices of Citibank, N.A., London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB during normal business hours.]

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

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

- 1. Issuer: Eksportfinans ASA
- 2. (a) Series Number: []
- (b) Tranche Number: []
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)
- 3. Specified Currency or Currencies: []
- 4. Aggregate Nominal Amount
 - (a) [Series: []]
 - (b) [Tranche: []]
- 5. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
- 6. (a) Specified Denominations: []
(N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €1,000 minimum denomination is not required)
- (b) Calculation Amount []
(If only one Specified Denomination) insert the Specified Denomination.

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

7. (a) Issue Date: []
- (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]
(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)
8. Maturity Date: [Interest Payment Date falling in or nearest to [specify month]/[specify date] subject to adjustment in accordance with [insert Business Day Convention]] [subject to Automatic Early Redemption, see item 26]
9. Interest Basis: [[] per cent. Fixed Rate]
[[LIBOR/EURIBOR/NIBOR/Other]
+/- [] per cent.
Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Share Linked Interest]
[GDR/ADR Linked Interest]
[FX Linked Interest]
[Commodity Linked Interest]
[Fund Linked Interest]
[Dual Currency Interest]
[specify other]
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Share Linked Interest]
[GDR/ADR Linked Interest]
[FX Linked Interest]
[Commodity Linked Interest]
[Fund Linked Interest]
[Dual Currency Redemption]
[Partly Paid]
[Instalment]
[specify other]

(If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply)
11. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]

12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. Automatic Early Redemption: [Applicable/Not Applicable]
[(further particulars specified below)]
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate(s) of Interest: [] per cent. per annum [payable
[annually/semi-annually/quarterly/other
(specify)] in arrear]
(If payable other than annually, consider amending Condition 4)
- (b) (i) Interest Period End Date(s): [[] in each year from and including []
to and including the Maturity Date subject to
no adjustment]/[specify other] [same as Interest
Payment Date(s)]]
*(N.B: This will need to be amended in the case
of long or short coupons)*
- (ii) Interest Payment Date(s): [[] in each year from and including []
to and including the Maturity Date subject to
adjustment in accordance with the []
Business Day Convention/[specify other]]
*(N.B: If final Interest Payment Date different
from final Interest Period End Date, consider
amending the definition of Maturity Date)*
- (c) Fixed Coupon Amount(s): [] per Calculation Amount
- (d) Broken Amount(s): [] per Calculation Amount, payable on the
Interest Payment Date falling [in/on] []
- (e) Fixed Day Count Fraction (subject to:
item 44) [30/360 or Actual/Actual (ICMA) or [specify
other]]
- (f) Determination Date(s): [] in each year
*[Insert regular Interest Period End Dates,
ignoring issue date or maturity date in the case
of a long or short first or last coupon
N.B. This will need to be amended in the case of
regular interest payment dates which are not of
equal duration
N.B. Only relevant where Day Count Fraction is
Actual/Actual (ICMA)]*
- (g) Other terms relating to the method of
calculating interest for Fixed Rate Notes: [None/Give details]

16. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/not adjusted]/[specify other]/ [same as Specified Interest Payment Date(s)]]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/not adjusted]/[specify other]]
(N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/[specify other]]
- (c) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/specify other]
- (d) Screen Rate Determination:
- 1 Reference Rate: []
(Either LIBOR, EURIBOR, NIBOR or other, although additional information is required if other – including any amendment to the fallback provisions in the Agency Agreement)
- 1 Interest Determination Date(s): []
(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), the start of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR and the second Business Day prior to the start of each Interest Period if NIBOR)
- 1 Relevant Screen Page: []
(In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (e) ISDA Determination:
- 1 Floating Rate Option: []
- 1 Designated Maturity: []

- 1 Reset Date: []
- (f) Margin(s): [+/-] [] per cent. per annum
- (g) Minimum Rate of Interest: [] per cent. per annum
- (h) Maximum Rate of Interest: [] per cent. per annum
- (i) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
30E/360 (ISDA)
Other]
(See Condition 4 for alternatives)
- (j) Fallback provisions, rounding provisions method of and any other terms relating to the calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []
17. Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Any other formula/basis of determining amount payable: []
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(g)(iii) and 7(h) apply/specify other]
(Consider applicable day count fraction if not U.S. dollar denominated)
18. Index Linked Interest Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- [The provisions of Annex 1 of the Terms and Conditions – Additional Terms and Conditions for Index Linked Notes shall apply]
- (a) Index/Basket of Indices/Index Sponsor: [give or annex details]
- (b) Formula for calculating interest rate including back up provisions [The [] Index is a Unitary Index/
Multi-Exchange Index/Proprietary Index]

- [The Index Sponsor for the [] Index is []]
 [The Index Currency for the [] Index is []]
- (c) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/subject to no adjustment]/[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/[specify other]]
- (N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)*
- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (e) Additional Business Centre(s) [Not Applicable/give details]
- (N.B. only list business centres in addition to those specified in Condition 4(f))*
- (f) Minimum Rate of Interest: [] per cent. per annum
- (g) Maximum Rate of Interest: [] per cent. per annum
- (h) Day Count Fraction: []
- (i) Averaging: [The Averaging Dates are [].]
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]
- (j) Index Performance: []
- (k) Exchange Rate: [Applicable/Not Applicable]
 [insert details]
- (l) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is []. *(N.B. Only applicable in relation to Index Linked Notes relating to a Basket)*
- (m) Exchange(s): []
- (n) Related Exchange: []/[All Exchanges]
- (o) Valuation Date(s): []
- (p) Valuation Time: []
- (q) Observation Date(s): []

- (r) Observation Period: [Applicable: [Extension/No Extension]/
Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (s) Barrier Event: [Not Applicable/Barrier Event (intraday)/
Barrier Event (closing)]
- (t) Barrier Level: [[]/Not Applicable]
- (u) Disrupted Day: If a Valuation Date, an Averaging Date or an
Observation Date, as the case may be, is a
Disrupted Day, the relevant level or price will
be calculated [*insert calculation method*]

*(N.B. Only applicable where provisions in Index
Linked Conditions are not appropriate)*
- (v) Trade Date: []
- (w) Additional Disruption Events: The following Additional Disruption Events
apply to the Notes:
[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
- (x) Other terms or special conditions: []
19. Dual Currency Interest Note Provisions [Applicable/Not Applicable]
*(If not applicable, delete the remaining
subparagraphs of this paragraph)*

*(N.B. If the Final Redemption Amount is other
than 100 per cent. of the nominal value the
Notes will be derivative securities for the
purposes of the Prospectus Directive and the
requirements of Annex XII to the Prospectus
Directive Regulation will apply.)*
- (a) Rate of Exchange/method of calculating [give or annex details]
Rate of Exchange:
- (b) Provisions applicable where calculation [need to include a description of market
by reference to Rate of Exchange disruption or settlement disruption events and
impossible or impracticable: adjustment provisions]
- (c) Person at whose option Specified []
Currency(ies) is/are payable:
20. Share Linked Interest Notes: [Applicable/Not Applicable]
*(If not applicable, delete remaining
sub-paragraphs of this paragraph)*

*(This paragraph will be applicable for
GDR/ADR Linked Interest Notes)*

[The provisions of Annex 2 of the Terms and
Conditions – *Additional Terms and Conditions*
for Share Linked Notes shall apply.]

- (a) Share(s)/Basket of Share(s): []
- (b) Formula for calculating interest rate including back up provisions: []
- (c) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention][subject to no adjustment]/[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention]/[specify other]
- (N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)*
- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (e) Additional Business Centre(s): [Not Applicable/give details]
- (N.B. only list business centres in addition to those specified on Condition 4(f))*
- (f) Minimum Rate of Interest: []
- (g) Maximum Rate of Interest: []
- (h) Day Count Fraction: []
- (i) Averaging: [The Averaging Dates are [].]
- [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (j) Share Performance: []
- (k) Exchange Rate: [Applicable/Not Applicable]
- [insert details]
- (l) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is []. *(N.B. Only applicable in relation to Share Linked Notes relating to a Basket)*
- (m) Exchange(s): []
- (n) Related Exchange: []/[All Exchanges]

- (o) Valuation Date(s): []
- (p) Valuation Time: []
- (q) Observation Date(s): []
- (r) Observation Period: [Applicable: [Extension/No Extension]/
Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (s) Barrier Event: [Not Applicable/Barrier Event (intraday)/
Barrier Event (closing)]
- (t) Barrier Level: [[]/Not Applicable]
- (u) Disrupted Day: [If a Valuation Date, an Averaging Date or an
Observation Date, as the case may be, is a
Disrupted Day, the relevant price will be
calculated *[insert calculation method]*
- (N.B. Only applicable where provisions in Share
Linked Conditions are not appropriate)*
- (v) Tender Offer: [Applicable/Not Applicable]
- (w) Share Substitution: [Applicable/Not Applicable]
- [If Applicable: Share Substitution Criteria
is []]
- (x) Local Tax Adjustment: [Applicable/Not Applicable]
- Local Jurisdiction: []
- (y) Trade Date: []
- (z) Additional Disruption Events: The following Additional Disruption Events
apply to the Notes:
[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Initial Stock Loan Rate: []]
[Insolvency Filing]
[Loss of Stock Borrow]
[Maximum Stock Loan Rate: []]
- (aa) Other terms or special conditions: []
21. GDR/ADR Linked Interest Notes: [Applicable/Not Applicable]
*(If not applicable, delete the remaining sub-
paragraphs of this paragraph)*
- [The provisions of Annex 3 of the Terms and
Conditions – *Additional Terms and Conditions*
for GDR/ADR Linked Notes shall apply.]

(For GDR/ADR Linked Interest Notes complete sections for Share Linked Interest Notes (paragraph 20 above) (completed and amended as appropriate) and this section)

- (a) Partial Lookthrough: [Applicable/Not Applicable]
- (b) Full Lookthrough: [Applicable/Not Applicable]
22. FX Linked Interest Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- [The provisions of Annex 4 of the Terms and Conditions – *Additional Terms and Conditions for FX Linked Notes* shall apply.]
- (a) Base Currency/Subject Currency: []
- (b) Currency Price: []
- (N.B. Complete only if different from definition contained in Annex 4 of the Terms and Conditions – Additional Terms and Conditions for FX Linked Notes)*
- (c) Spot Exchange Rate: [Bid spot rate/Offer spot rate/Mid-point between the bid spot rate and the offer spot rate]
- (d) Basis of determining foreign exchange rate: [FX Page []/Fallback FX Page []/
specify other]
- (e) FX Rate Determination Time: []
- (f) FX Rate Determination Date: [*please specify*]
- (g) Currency Pair I: First Currency/Second Currency
- (i) First Currency: []
- (ii) Second Currency: []
- (iii) Specified Unit: [USD1.00/JPY1.00/EUR1.00/AUD1.00/
 GEP1.00/(*specify other*)]
- (h) Currency Pair II: [First Currency/Second Currency]/Not Applicable
- (i) First Currency: []
- (ii) Second Currency: []
- (iii) Specified Unit: [USD1.00/JPY1.00/EUR1.00/AUD1.00/
 GEP1.00/(*specify other*)]
- (i) FX Market Disruption Event(s): Inconvertibility Event: [Applicable/Not Applicable]
- Price Materiality Event: (Applicable/Not Applicable)
- [Price Materiality Percentage:[]]
- Form of Final Terms of the Notes

Non-Transferability Event [Applicable/Not Applicable]

[other]

(N.B. Only complete if Inconvertibility Event/ Price Materiality Event/Non-Transferability Event and/or other disruption events should be included as FX Market Disruption Events)

(j) Disruption Fallbacks:

[Calculation Agent Determination: [first/second/third/fourth/fifth/sixth]/

Currency-Reference Dealers: [first/second/third/fourth/fifth/sixth]

Reference Dealers: [four/other]/

EM Valuation Postponement: [first/second/third/fourth/fifth/sixth]/

Fallback Reference Price: [first/second/third/fourth/fifth/sixth]

[Fallback Reference Price: []]

Other Published Sources: [first/second/third/fourth/fifth/sixth]/

Postponement: [first/second/third/fourth/fifth/sixth]

[Maximum Days of Postponement: []]

[Other]

(k) FX Price Source(s):

[]

(l) Specified Financial Centre(s):

[]

(m) Formula for calculating interest rate including back up provisions:

[]

(n) (i) Specified Period(s)/Specified Interest Period End Date(s):

[[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention] [subject to no adjustment]/ [specify other]/same as Specified Interest Payment Date(s)]

(ii) Specified Interest Payment Date(s):

[[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention]/[specify other]

(N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)

(o) Business Day Convention:

[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]

- (p) Additional Business Centre(s): [Not Applicable/give details]
(*N.B. only list business centres in addition to those specified on Condition 4(f)*)
- (q) Minimum Rate of Interest: []
- (r) Maximum Rate of Interest: []
- (s) Day Count Fraction: []
- (t) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are []].
- (u) Valuation Date(s): []
- (v) Valuation Time: []
- (w) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Currency Price is [].
(*N.B. Only applicable in relation to FX Linked Notes relating to a Basket*)
- (x) EM Currency Provisions: [Applicable/Not Applicable]
Unscheduled Holiday: [Applicable/Not Applicable]
Maximum Days of Deferral: [14 calendar days/other]
Maximum Days of EM Valuation Postponement: [14 calendar days/other]
Cumulative Events: Applicable/Not Applicable
Maximum Days of Cumulative Postponement: [14 calendar days/other]
- (y) Successor Currency: [Applicable/Not Applicable]
[Issue Date/other]
- (z) Rebasing: [Applicable/Not Applicable]
- (aa) Additional Disruption Event: Change in Law: [Issue Date/other]
Hedging Disruption: [Applicable/Not Applicable]
- (ab) Other terms or special conditions: []
23. Commodity Linked Interest Notes [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Commodity Linked Notes* shall apply.]
- (a) Commodity/Commodities/Commodity Index/Basket of Commodity Indices: []

- (b) Formula for calculating interest rate including back up provisions: []
- (c) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/subject to no adjustment/[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention]/[specify other]
- (N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)*
- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (e) Additional Business Centre(s): [Not Applicable/give details]
- (N.B. only list business centres in addition to those specified on Condition 4(f))*
- (f) Minimum Rate of Interest: []
- (g) Maximum Rate of Interest: []
- (h) Day Count Fraction: []
- (i) Commodity Reference Price: []
- (j) Price Source: []
- (k) Exchange: []
- (l) Delivery Date: []
- (m) Pricing Date: []
- (n) Common Pricing: [Applicable/Not Applicable]
(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (o) Additional Commodity Market Disruption Events: [specify any applicable additional Commodity Market Disruption Events]
- Additional provisions for Commodity Trading Disruption: [Not Applicable]
- [If Trading Disruption applies, specify any additional futures contracts, options contracts or commodities and the related exchange to which Trading Disruption relates]
- Disruption Fallback(s): [As set out in Commodity Linked Conditions]/[]

- Commodity Index Cut-Off Date: []
- (p) Commodity Business Day: []
- (q) Trade Date: []
- (r) Weighting: The weighting to be applied to each item comprising the Basket is []
(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (s) Specified Price: [high price]
[low price]
[average of the high price and the low price]
[closing price]
[opening price]
[bid price]
[asked price]
[average of the bid price and the asked price]
[settlement price]
[official settlement price]
[official price]
[morning fixing]
[afternoon fixing]
[spot price]
[other]
- (t) Other terms or special conditions: []
24. Fund Linked Interest Notes [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Notes* shall apply.]
- (a) Fund/Basket of Funds: [] [The [] Fund is an ETF.]
[[The Exchange for each Fund Share: []]
[Related Exchange for each Fund Share:
[]/All Exchanges]]
[Underlying Index for each ETF: []]
(N.B. Include for ETFs)
- (b) Fund Interests: []
- (c) Formula for calculating interest rate including back up provisions: []
- (d) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/subject to no adjustment/ *specify other*]/same as Specified Interest Payment Date(s)]

- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/[specify other]
- (N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)*
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (f) Additional Business Centre(s): [Not Applicable/give details]
- (N.B. only list business centres in addition to those specified on Condition 4(f))*
- (g) Minimum Rate of Interest: [] per cent. per annum
- (h) Maximum Rate of Interest: [] per cent. per annum
- (i) Day Count Fraction: []
- (j) Trade Date: []
- (k) Averaging Date(s): []
- (l) Valuation Date(s): []
- (m) Valuation Time: []
- (n) Additional Disruption Event: Change in Law: [Applicable/Not Applicable]
- Hedging Disruption: [Applicable/Not Applicable]
- Increased Cost of Hedging: [Applicable/Not Applicable]
- [Merger Event: Merger Date on or before [the Valuation Date/other]]
- (o) Other terms or special conditions: []

PROVISIONS RELATING TO REDEMPTION

25. Issuer Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [par] [] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: []
- (ii) Maximum Redemption Amount: []

- (d) Notice period (if other than as set out in the Conditions): []
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)*
26. Investor Put: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [par] [] per Calculation Amount/specify other/see Appendix]
- (c) Notice period (if other than as set out in the Conditions): []
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)*
27. Automatic Early Redemption: [Applicable/Not Applicable]
(If not applicable, delete remaining sub-paragraphs of this paragraph)
- (a) Automatic Early Redemption Event: []
- (b) Automatic Early Redemption Amount: [] per Calculation Amount
- (c) Automatic Early Redemption Date: []
28. Final Redemption Amount of each Note: [[] per Calculation Amount/specify other/Not Applicable (For Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Commodity Linked, Fund Linked Redemption state “Not Applicable” and complete relevant section in paragraphs 29–34 below)]
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*

29. Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on an event of default or on an illegality (or, in the case of Index Linked Notes, following an Index Adjustment Event or Additional Disruption Event in accordance with the Index Linked Conditions or, in the case of Share Linked Notes and/or GDR/ADR Linked Notes following certain corporate events or Additional Disruption Event in accordance with the Share Linked Conditions and/or the GDR/ADR Linked Conditions, as applicable, or in the case of and/or the method of calculating the same (if required or if different from that set out in Condition 5(g)):
- [/Market Value less Associated Costs/ Other] per Calculation Amount
- (N.B. In the case of Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Commodity Linked and Fund Linked Redemption Notes, consider deducting the cost to the Issuer and/or its affiliates of unwinding or adjusting any underlying or related funding and/or hedging arrangements in respect of the Notes)*
30. Index Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- [The provisions of Annex 1 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Notes* shall apply.]
- (a) Index/Basket of Indices/ Index Sponsor(s): []
- [The [] Index is a Multi-Exchange Index]
- [The Index Currency for the [] Index is []]
- (b) Final Redemption Amount: [] per Calculation Amount
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*
- (c) Averaging: [The Averaging Dates are [].]
- [In the event that an Averaging Date is a Disrupted Day, [Omission/ Postponement/ Modified Postponement] will apply.]
- (d) Index Performance: []
- (e) Exchange Rate: [Applicable/Not Applicable]
- [insert details]*
- (f) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is []. *(N.B. Only applicable in relation to Index Linked Notes relating to a Basket)*

- (g) Exchange(s): []
- (h) Related Exchange: []/[All Exchanges]
- (i) Valuation Date(s): []
- (j) Valuation Time: []
- (k) Observation Date(s): []
- (l) Observation Period: [Applicable: [Extension/No Extension]/
Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (m) Barrier Event: [Not Applicable/Barrier Event (intraday)/
Barrier Event (closing)]
- (n) Barrier Level: [[]/Not Applicable]
- (o) Disrupted Day: If a Valuation Date, an Averaging Date or an
Observation Date, as the case may be, is a
Disrupted Day, the relevant level or price will
be calculated [*insert calculation method*]

*(N.B. Only applicable where provisions in Index
Linked Conditions are not appropriate)*
- (p) Trade Date: []
- (q) Additional Disruption Events: The following Additional Disruption Events
apply to the Notes:

[Change in Law]

[Hedging Disruption]

[Increased Cost of Hedging]
- (r) Other terms or special conditions: []
31. Share Linked Redemption Notes: [Applicable/Not Applicable]
*(If not applicable, delete the remaining
sub-paragraphs of this paragraph)*

*(This paragraph will be applicable for
GDR/ADR Linked Interest Notes)*

[The provisions of Annex 2 of the Terms and
Conditions – *Additional Terms and Conditions
for Share Linked Notes* shall apply.]
- (a) Share(s)/Basket of Shares: []
- (b) Final Redemption Amount: [] per Calculation Amount

*(N.B. If the Final Redemption Amount is other
than 100 per cent. of the nominal value the
Notes will be derivative securities for the
purposes of the Prospectus Directive and the*

requirements of Annex XII to the Prospectus Directive Regulation will apply.)

- (c) Averaging: [The Averaging Dates are []].
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (d) Share Performance: []
- (e) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (f) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is []. (N.B. Only applicable in relation to Share Linked Notes relating to a Basket)
- (g) Exchange(s): []
- (h) Related Exchange: []/[All Exchanges]
- (i) Valuation Date(s): []
- (j) Valuation Time: []
- (k) Observation Date(s): []
- (l) Observation Period: [Applicable: [Extension/No Extension]/ Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (m) Barrier Event: [Not Applicable/Barrier Event (intraday)/ Barrier Event (closing)]
- (n) Barrier Level: [[]/Not Applicable]
- (o) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [insert calculation method].

(N.B. Only applicable where provisions in Share Linked Conditions are not appropriate)]
- (p) Tender Offer: [Applicable/Not Applicable]
- (q) Share Substitution: [Applicable/Not Applicable]

[If Applicable: Share Substitution Criteria is []]
- (r) Local Tax Adjustment: [Applicable/Not Applicable]

- Local Jurisdiction []
- (s) Trade Date: []
- (t) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
- [Change in Law]
- [Hedging Disruption]
- [Increased Cost of Hedging]
- [Increased Cost of Stock Borrow]
- [Initial Stock Loan Rate: []]
- [Insolvency Filing]
- [Loss of Stock Borrow]
- [Maximum Stock Loan Rate: []]
- (u) Other terms or special conditions: []
32. GDR/ADR Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- [The provisions of Annex 3 of the Terms and Conditions – *Additional Terms and Conditions for GDR/ADR Linked Notes* shall apply.]
- (For GDR/ADR Linked Redemption Notes complete sections for Share Linked Redemption Notes (paragraph 31 above) (completed and amended as appropriate) and this section)*
- (a) Partial Lookthrough: [Applicable/Not Applicable]
- (b) Full Lookthrough: [Applicable/Not Applicable]
33. FX Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- [The provisions of Annex 4 of the Terms and Conditions – *Additional Terms and Conditions for FX Linked Notes* shall apply.]
- (a) Base Currency/Subject Currency: []
- (b) Currency Price: []
- (N.B. Complete only if different from definition contained in Annex 4 of the Terms and Conditions – Additional Terms and Conditions for FX Linked Notes)*
- (c) FX Market Disruption Event(s): Inconvertibility Event: [Applicable/Not Applicable]

- Price Materiality Event: (Applicable/Not Applicable)
- [Price Materiality Percentage: []
- [*other*]
- (N.B. Only complete if Inconvertibility Event/ Price Materiality Event/Non-Transferability Event and/or other disruption events should be included as FX Market Disruption Events)*
- (d) Disruption Fallbacks: [Calculation Agent Determination: [first/second/third/fourth/fifth/sixth]/
- Currency-Reference Dealers: [first/second/third/fourth/fifth/sixth]
- Reference Dealers: [four/other]/
- EM Valuation Postponement: [first/second/third/fourth/fifth/sixth]/
- Fallback Reference Price: [first/second/third/fourth/fifth/sixth]
- [Fallback Reference Price: []]
- Other Published Sources: [first/second/third/fourth/fifth/sixth]/
- Postponement: [first/second/third/fourth/fifth/sixth]
- [Maximum Days of Postponement: []]
- (e) FX Price Source(s): []
- (f) Specified Financial Centre(s): []
- (g) Final Redemption Amount: [] per Calculation Amount
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*
- (h) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [].]
- (i) Valuation Date(s): []
- (j) Valuation Time: []
- (k) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Currency Price is [].
- (l) EM Currency Provisions: [Applicable/Not Applicable]

- Unscheduled Holiday: [Applicable/Not Applicable]
- Maximum Days of Deferral: [14 calendar days/other]
- Maximum Days of EM Valuation Postponement: [14 calendar days/other]
- Cumulative Events: Applicable/Not Applicable]
- Maximum Days of Cumulative Postponement: [14 calendar days/other]
- (m) Successor Currency: [Applicable/Not Applicable]
[Issue Date/other]
- (n) Rebasing: [Applicable/Not Applicable]
- (o) Additional Disruption Event: Change in Law: [Issue Date/other]
Hedging Disruption: [Applicable/Not Applicable]
(N.B. Only applicable in relation to FX Linked Notes relating to a Basket)
- (p) Other terms or special conditions: []
34. Commodity Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Commodity Linked Notes* shall apply.]
- (a) Commodity/Basket of Commodities/
Commodity Index/Basket of
Commodity Indices: []
- (b) Final Redemption Amount: [] per Calculation Amount
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- (c) Commodity Reference Price: []
- (d) Price Source: []
- (e) Exchange: []
- (f) Delivery Date: []
- (g) Pricing Date: []

- (h) Common Pricing: [Applicable] [Not Applicable] *(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)*
- (i) Additional Commodity Market Disruption Events: [specify any additional Commodity Market Disruption Events]
- Additional provisions for Commodity Trading Disruption: [Not Applicable]
[If Trading Disruption applies, specify any additional futures contracts, options contracts or commodities and the related exchange to which Trading Disruption relates]
- Disruption Fallback(s): [As set out in Commodity Linked Conditions]/[]
- [Commodity Index Cut-Off Date: []]
- (j) Commodity Business Day: []
- (k) Trade Date: []
- (l) Weighting: The weighting to be applied to each item comprising the Basket is []
- (N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)*
- (m) Specified Price: [high price]
[low price]
[average of the high price and the low price]
[closing price]
[opening price]
[bid price]
[asked price]
[average of the bid price and the asked price]
[settlement price]
[official settlement price]
[official price]
[morning fixing]
[afternoon fixing]
[spot price]
[other]
- (n) Other terms or special conditions: []
35. Fund Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- [The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Notes* shall apply.]
- (a) Fund/Basket of Funds: []
- [[The [] Fund is an ETF]

- [Exchange for each Fund Share: []]
- [Related Exchange for each Fund Share: [/All Exchanges]]
- [Underlying Index: []]
(N.B. Include for ETFs)
- (b) Fund Interest(s): []
- (c) Final Redemption Amount: [] per Calculation Amount
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*
- (d) Trade Date: []
- (e) Averaging Date(s): []
- (f) Valuation Date(s): []
- (g) Valuation Time: []
- (h) Additional Disruption Events: Change in Law: [Applicable/Not Applicable]
- Hedging Disruption: [Applicable/Not Applicable]
- Increased Cost of Hedging: [Applicable/Not Applicable]
- (ix) Other terms or special conditions: []
36. Final Redemption Amount of each Dual Currency Redemption Note: [Applicable/Not Applicable]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate of exchange/method of calculating rate of exchange: [give details]
- (b) Provisions for determining the Final Redemption Amount where calculation by reference to rate of exchange is impossible or impracticable: []
- (c) Person at whose option Specified Currency(ies) is/are payable: []
- (d) Minimum Final Redemption Amount: []
- (e) Maximum Final Redemption Amount: []
- (f) Other terms relating to the method of calculating the Final Redemption Amount the value of which is based upon a foreign exchange rate: []

37. Physical Delivery Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- [Cash Settlement/Physical Delivery/Cash Settlement and/or Physical Delivery] *(If Cash Settlement and/or Physical Delivery specified, specify details for determining in what circumstances Cash Settlement or Physical Delivery will apply)*
- [The provisions of Annex 7 of the Terms and Conditions – *Additional Terms and Conditions for Physical Delivery Notes* shall apply.]
- (a) Relevant Asset(s): []
- (b) Entitlement: []
- (c) Cut-Off Date: []
- (d) Guaranteed Cash Settlement Amount: []
- (e) Failure to Deliver due to Illiquidity: [Applicable/Not Applicable]
- (f) Delivery provisions for Entitlement if different from Physical Delivery Conditions: []
- (g) Settlement Business Day: []
- (h) Issuer's option to vary Settlement: [Applicable/Not Applicable]
- (i) Other terms or special Conditions: []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

38. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on 45 days' notice of the occurrence of one of the events specified therein/*other*]
- [Permanent Global Note exchangeable for Definitive Notes on 45 days' notice of the occurrence of one of the events specified therein/*other*]
- (Ensure that this is consistent with the wording in the "Form of the Notes" section in the Prospectus and the Notes themselves.)*
39. New Global Note: [Yes] [No]
40. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/*give details*]
- (N.B. Only list financial centres in addition to those specified in Condition 6(g) and note that*

this paragraph relates to the place of payment and not Specified Interest Period End Dates)

41. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
(*Need to complete where there are more than 27 interest payments*)
42. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/*give details. N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues*]
43. Details relating to Instalment Notes:
- (a) [Instalment Amount(s): [Not Applicable/*give details*]]
- (b) [Instalment Date(s): [Not Applicable/*give details*]]
44. Redenomination applicable: Redenomination [not] applicable
(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))
(if Redenomination is applicable, specify the terms of the redenomination in an Annex to the Final Terms)
45. Calculation Agent: [Not applicable/*give details*]
46. Settlement Agent: [Not applicable/*give details*]
(*applicable in case of physical delivery*)
47. Other final terms: [Not Applicable/*give details*]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)
(Consider including a term providing for tax certification if required to enable interest to be paid gross by issuers.)

DISTRIBUTION

48. (a) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/*give names, addresses and underwriting commitments*]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a

firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)

- (b) Date of Syndication Agreement: []
- (c) Stabilising Manager(s) (if any): [Not Applicable/give name]
49. If non-syndicated, name and address of relevant Dealer: [Not Applicable/Name and address]
50. Total commission and concession: [] per cent. of the Aggregate Nominal Amount
51. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: [Reg. S Compliance Category; TEFRA D/TEFRA C/TEFRA not applicable]
52. Non exempt Offer: [Not Applicable] [An offer of the Notes may be made by the Managers [and [specify names of other financial intermediaries/placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. “other parties authorised by the Managers”) or (if relevant) note that other parties may make non-exempt offers in the Public Offer Jurisdictions during the Offer Period, if not known]] (together with the Managers, the “Financial Intermediaries”) other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] (“Public Offer Jurisdictions”) during the period from [specify date] until [specify date or a formula such as “the Issue Date” or “the date which falls [] Business Days thereafter”] (“Offer Period”). See further Paragraph 13 of Part B below.
- (N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)*
53. Additional selling restrictions: [Not Applicable/give details]
54. **LISTING AND ADMISSION TO TRADING** [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s regulated market and listing on the Official List of the UK Listing Authority with effect

from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and listing on the Official List of the UK Listing Authority with effect from [].] [Not Applicable.]
(where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on the London Stock Exchange's regulated market and listing on the Official List of the UK Listing Authority] of Notes described herein pursuant to the U.S.\$40,000,000,000 Euro Medium Term Note Programme of EKSPORTFINANS ASA.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. *[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components]* has been extracted from *[specify source]*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading.]*

Signed on behalf of Eksportfinans ASA:

By:
Duly authorised

* *Delete if securities are exempt from compliance with the Prospectus Directive Regulation.*

PART B – OTHER INFORMATION

1. RATINGS

Ratings:

[Applicable/Not Applicable]

(If not applicable, delete the remaining paragraph)

The Notes to be issued under the Programme have been rated:

[S & P: [AA stable outlook
/Other/Not Applicable]]

[Moody's: [Aa1 negative outlook
/Other/Not Applicable]]

[Fitch: [AA/Other/Not Applicable]]

[[Other]: []]

[An AA, Aa1 and AA rating means that the Issuer's capacity to meet its financial commitment under the Notes is very strong and differs from the highest credit rating only to a small degree.]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

2. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. – *Amend as appropriate if there are other interests*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Offering Circular under Article 16 of the Prospectus Directive.)]

3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer:

[]

(See "Use of Proceeds" wording in Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

[(ii)] Estimated net proceeds: []
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii)] Estimated total expenses: []. *Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.*

(N.B. If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulations applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks regardless of the minimum denomination of the securities and where this is the case disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.)

4. YIELD (Fixed Rate Notes only)
Indication of yield:

[]
[Calculated as [include details of method of calculation in summary form] on the Issue Date.]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

5. HISTORIC INTEREST RATES (Floating Rate Notes only)

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

6. PERFORMANCE OF [INDEX/BASKET OF INDICES,] EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE [INDEX/BASKET OF INDICES] (Index-Linked Notes only)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of where past and future performance and volatility of [the/each] index can be obtained and the relevant weighting of each index within a basket of indices.]

[Need to include the name of [the/each] index, the name of [the/each] index sponsor and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about [the/each] index can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

7. PERFORMANCE OF [THE SHARE/BASKET OF SHARES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE SHARE/BASKET OF SHARES]] (*Share Linked Notes only*)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of the name of [the/each] share company, any security identification number of the shares, where pricing information about the shares is available, the relevant weighting of each share within a basket of shares (if relevant) and past and future performance and volatility of the [share/basket of shares] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

8. PERFORMANCE OF [THE GDR/ADRS], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE GDR/ADRS]] (*GDR/ADR Linked Notes only*)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of the name of [the/each] GDR and/or ADR, any security identification number of the GDRs and/or ADRs, where pricing information about the GDRs and/or ADRs is available, and where past and future performance and volatility of the GDRs and/or ADRs can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

9. PERFORMANCE OF [RATE[S] OF EXCHANGE/CURRENCIES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE [RATE[S] OF EXCHANGE/FORMULA/CURRENCIES]] (FX Linked Notes only)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of [the/each] currency, where past and future performance and volatility of the [relevant rates/currencies] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

10. PERFORMANCE OF [THE COMMODITY/BASKET OF COMMODITIES/COMMODITY INDEX/BASKET OF COMMODITY INDICES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE COMMODITY/BASKET OF COMMODITIES/COMMODITY INDEX/BASKET OF COMMODITY INDICES]] (Commodity Linked Notes only)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of [the/each] [commodity/commodity index], where pricing information about [the/each] [commodity/commodity index] is available, the relevant weighting of each [commodity/commodity index] within a basket of [commodities/commodity indices] and where past and future performance and volatility of [the commodity/basket of commodities/commodity index/basket of commodity indices] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

11. PERFORMANCE OF [THE FUND/BASKET OF FUNDS], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE FUND/BASKET OF FUNDS]] (*Fund Linked Notes Only*)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of [the/each] [fund], where pricing information about [the/each] [fund] is available, the relevant weighting of each [fund] within a basket of [fund] and where past and future performance and volatility of [the fund/basket of funds] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

12. OPERATIONAL INFORMATION

- | | | |
|-------|--|---|
| (i) | ISIN Code: | [] |
| (ii) | Common Code: | [] |
| (iii) | Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s) (including VPS numbers): | [Not Applicable/give name(s) and number(s)] |
| (iv) | Delivery: | Delivery [against/free of] payment |
| (v) | Names and addresses of additional Paying Agent(s) (if any): | [] |
| (vi) | Intended to be held in a manner which would allow Eurosystem eligibility: | [Yes][No]
[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in which case the Notes must be issued in NGN form] |

13. TERMS AND CONDITIONS OF THE OFFER

Offer Price:	[Issue Price/Not applicable/specify]
[Conditions to which the offer is subject:]	[Not applicable/give details]
[Description of the application process:]	[Not applicable/give details]
[Details of the minimum and/or maximum amount of application:]	[Not applicable/give details]
[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:]	[Not applicable/give details]
[Details of the method and time limits for paying up and delivering the Notes:]	[Not applicable/give details]
[Manner in and date on which results of the offer are to be made public:]	[Not applicable/give details]
[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]	[Not applicable/give details]
[Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries:]	[Not applicable/give details]
[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:]	[Not applicable/give details]
[Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]	[Not applicable/give details]
[Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.]	[None/give details]

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least EUR 50,000 (or its equivalent in another currency).

[Date]

EKSPORTFINANS ASA

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] (the “Notes”)
Issued pursuant to the U.S.\$40,000,000,000
Euro Medium Term Note Programme**

PART A CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 2 June 2010 (the “Prospectus”) which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at, and copies may be obtained from, the registered office of the Issuer at Dronning Mauds gate 15, 0250 Oslo and the offices of Citibank, N.A., London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB during normal business hours.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Prospectus dated [original date]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated [current date] which constitutes a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Prospectus dated [original date] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [current date] and [original date]. Copies of such Prospectuses are available for viewing at, and copies may be obtained from, the registered office of the Issuer at Dronning Mauds gate 15, 0250 Oslo and the offices of Citibank, N.A., London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB during normal business hours.]

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

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

- | | | |
|----|---------------------|--------------------|
| 1. | Issuer: | Eksporthfinans ASA |
| 2. | (a) Series Number: | [] |
| | (b) Tranche Number: | [] |

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)

3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount
- (a) [Series: []]
- (b) [Tranche: []]
5. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. (a) Specified Denominations: []
- (Note – where multiple denominations above [€50,000] or equivalent are being used the following sample wording should be followed: “[€50,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]. No Notes in definitive form will be issued with a denomination above [€99,000].”)*
- (N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €50,000 minimum denomination is not required)*
- (b) Calculation Amount []
- (If only one Specified Denomination) insert the Specified Denomination.*
- (If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (a) Issue Date: []
- (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
8. Maturity Date: [Interest Payment Date falling in or nearest to [specify month]/[specify date] subject to adjustment in accordance with [insert Business Day Convention]] [subject to Automatic Early Redemption, see item 26]

9. Interest Basis: [[] per cent. Fixed Rate]
 [[LIBOR/EURIBOR/NIBOR/Other]
 +/- [] per cent.
 Floating Rate]
 [Zero Coupon]
 [Index Linked Interest]
 [Share Linked Interest]
 [GDR/ADR Linked Interest]
 [FX Linked Interest]
 [Commodity Linked Interest]
 [Fund Linked Interest]
 [Dual Currency Interest]
 [specify other]
 (further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
 [Index Linked Redemption]
 [Share Linked Interest]
 [GDR/ADR Linked Interest]
 [FX Linked Interest]
 [Commodity Linked Interest]
 [Fund Linked Interest]
 [Dual Currency Redemption]
 [Partly Paid]
 [Instalment]
 [specify other]

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply)
11. Change of Interest Basis or Redemption/
 Payment Basis: [Specify details of any provision for change of
 Notes into another Interest Basis or
 Redemption/Payment Basis]
12. Put/Call Options: [Investor Put]
 [Issuer Call]
 [(further particulars specified below)]
13. Automatic Early Redemption: [Applicable/Not Applicable]
 [(further particulars specified below)]
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate(s) of Interest: [] per cent. per annum [payable
 [annually/semi-annually/quarterly/other
 (specify)] in arrear]
(If payable other than annually, consider amending Condition 4)

- (b) (i) Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date subject to no adjustment]/[specify other] [same as Interest Payment Date(s)]
(N.B: This will need to be amended in the case of long or short coupons)
- (ii) Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date subject to adjustment in accordance with the [] Business Day Convention/[specify other]
(N.B: If final Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)
- (c) Fixed Coupon Amount(s): [] per Calculation Amount
- (d) Broken Amount(s): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []
- (e) Fixed Day Count Fraction (subject to: item 44) [30/360 or Actual/Actual (ICMA) or [specify other]]
- (f) Determination Date(s): [] in each year
[Insert regular Interest Period End Dates, ignoring issue date or maturity date in the case of a long or short first or last coupon N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)]
- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]
16. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/not adjusted]/[specify other]/[same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/not adjusted]/[specify other]
(N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)

- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/[specify other]]
- (c) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/specify other]
- (d) Screen Rate Determination:
- 1 Reference Rate: []
(Either LIBOR, EURIBOR, NIBOR or other, although additional information is required if other – including any amendment to the fallback provisions in the Agency Agreement)
- 1 Interest Determination Date(s): []
(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), the start of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR and the second Business Day prior to the start of each Interest Period if NIBOR)
- 1 Relevant Screen Page: []
(In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (e) ISDA Determination:
- 1 Floating Rate Option: []
- 1 Designated Maturity: []
- 1 Reset Date: []
- (f) Margin(s): [+/-] [] per cent. per annum
- (g) Minimum Rate of Interest: [] per cent. per annum
- (h) Maximum Rate of Interest: [] per cent. per annum
- (i) Day Count Fraction: [Actual/365
Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
30E/360 (ISDA)
Other]
(See Condition 4 for alternatives)

- (j) Fallback provisions, rounding provisions method of and any other terms relating to the calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []
17. Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Any other formula/basis of determining amount payable: []
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(g)(iii) and 7(h) apply/
specify other]
(Consider applicable day count fraction if not U.S. dollar denominated)
18. Index Linked Interest Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
[The provisions of Annex 1 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Notes* shall apply]
- (a) Index/Basket of Indices/Index Sponsor: [give or annex details]
- (b) Formula for calculating interest rate including back up provisions [The [] Index is a Unitary Index/
Multi-Exchange Index/Proprietary Index]
[The Index Sponsor for the [] Index is []]
[The Index Currency for the [] Index is []]
- (c) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/subject to no adjustment]/
[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/*[specify other]*]

(N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)

- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (e) Additional Business Centre(s): [Not Applicable/give details]
(N.B. only list business centres in addition to those specified on Condition 4(f))
- (f) Minimum Rate of Interest: [] per cent. per annum
- (g) Maximum Rate of Interest: [] per cent. per annum
- (h) Day Count Fraction: []
- (i) Averaging: [The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]
- (j) Index Performance: []
- (k) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (l) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is [].
(N.B. Only applicable in relation to Index Linked Notes relating to a Basket)
- (m) Exchange(s): []
- (n) Related Exchange: []/[All Exchanges]
- (o) Valuation Date(s): []
- (p) Valuation Time: []
- (q) Observation Date(s): []
- (r) Observation Period: [Applicable: [Extension/No Extension]/ Not Applicable]
(a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
(b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (s) Barrier Event: [Not Applicable/Barrier Event (intraday)/ Barrier Event (closing)]
- (t) Barrier Level: [[]/Not Applicable]
- (u) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [insert calculation method]

(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)

- (v) Trade Date: []
- (w) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
[Change of Law]
[Hedging Disruption]
[Increased Cost of Hedging]
- (x) Other terms or special conditions: []
19. Dual Currency Interest Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*
- (a) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Agent):
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (d) Person at whose option Specified Currency(ies) is/are payable: []
20. Share Linked Interest Notes: [Applicable/Not Applicable]
(If not applicable, delete remaining sub-paragraphs of this paragraph)
- (This paragraph will be applicable for GDR/ADR Linked Interest Notes)*
- [The provisions of Annex 2 of the Terms and Conditions – *Additional Terms and Conditions for Share Linked Notes* shall apply.]
- (a) Share(s)/Basket of Share(s): []
- (b) Formula for calculating interest rate including back up provisions: []
- (c) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/subject to no adjustment]/ [specify other]/same as Specified Interest Payment Date(s)]

- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/[specify other]
- (N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)*
- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (e) Additional Business Centre(s): [Not Applicable/give details]
- (N.B. only list business centres in addition to those specified on Condition 4(f))*
- (f) Minimum Rate of Interest: []
- (g) Maximum Rate of Interest: []
- (h) Day Count Fraction: []
- (i) Averaging: [The Averaging Dates are [].]
- [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (j) Share Performance: []
- (k) Exchange Rate: [Applicable/Not Applicable]
- [insert details]
- (l) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [].
- (N.B. Only applicable in relation to Share Linked Notes relating to a Basket)*
- (m) Exchange(s): []
- (n) Related Exchange: []/[All Exchanges]
- (o) Valuation Date(s): []
- (p) Valuation Time: []
- (q) Observation Date(s): []
- (r) Observation Period: [Applicable: [Extension/No Extension]/ Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (s) Barrier Event: [Not Applicable/Barrier Event (intraday)/ Barrier Event (closing)]
- (t) Barrier Level: [[]/Not Applicable]

- (u) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [insert calculation method]
(N.B. Only applicable where provisions in Share Linked Conditions are not appropriate)
- (v) Tender Offer: [Applicable/Not Applicable]
- (w) Share Substitution: [Applicable/Not Applicable]
[If Applicable: Share Substitution Criteria is []]
- (x) Local Tax Adjustment: [Applicable/Not Applicable]
Local Jurisdiction: []
- (y) Trade Date: []
- (z) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Initial Stock Loan Rate: []]
[Insolvency Filing]
[Loss of Stock Borrow]
[Maximum Stock Loan Rate: []]
- (aa) Other terms or special conditions: []
21. GDR/ADR Linked Interest Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
[The provisions of Annex 3 of the Terms and Conditions – *Additional Terms and Conditions for GDR/ADR Linked Notes* shall apply.]
(For GDR/ADR Linked Interest Notes complete sections for Share Linked Interest Notes (paragraph 20 above) (completed and amended as appropriate) and this section)
- (a) Partial Lookthrough: [Applicable/Not Applicable]
- (b) Full Lookthrough: [Applicable/Not Applicable]
22. FX Linked Interest Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
[The provisions of Annex 4 of the Terms and Conditions – *Additional Terms and Conditions for FX Linked Notes* shall apply.]

- (a) Base Currency/Subject Currency: []
- (b) Currency Price: []
- (N.B. Complete only if different from definition contained in Annex 4 of the Terms and Conditions Additional Terms and Conditions for FX Linked Notes)*
- (c) Spot Exchange Rate: [Bid spot rate/Offer spot rate/Mid-point between the bid spot rate and the offer spot rate]
- (d) Basis of determining foreign exchange rate: [FX Page []/Fallback FX Page []/
specify other]
- (e) FX Rate Determination Time: []
- (f) FX Rate Determination Date: *Please specify*
- (g) Currency Pair I: First Currency/Second Currency
- (i) First Currency: []
- (ii) Second Currency: []
- (iii) Specified Unit: [USD1.00/JPY1.00/EUR1.00/AUD1.00/
GEP1.00/(*specify other*)]
- (h) Currency Pair II: [First Currency/Second Currency]/Not Applicable]
- (i) First Currency: []
- (ii) Second Currency: []
- (iii) Specified Unit: [USD1.00/JPY1.00/EUR1.00/AUD1.00/
GEP1.00/(*specify other*)]
- (i) FX Market Disruption Event(s): Inconvertibility Event: [Applicable/Not Applicable]
- Price Materiality Event: [Applicable/Not Applicable]
- [Price Materiality Percentage:[]]
- Form of Final Terms of the Notes
- Non-Transferability Event [Applicable/Not Applicable]
- [*other*]
- (N.B. Only complete if Inconvertibility Event/ Price Materiality Event/Non-Transferability Event and/or other disruption events should be included as FX Market Disruption Events)*
- (j) Disruption Fallbacks: [Calculation Agent Determination: [first/
second/third/fourth/fifth/sixth]/
- Currency-Reference Dealers: [first/second/
third/fourth/fifth/sixth]

- Reference Dealers: [four/other]/
- EM Valuation Postponement: [first/second/third/fourth/fifth/sixth]/
- Fallback Reference Price: [first/second/third/fourth/fifth/sixth]
- [Fallback Reference Price: []]
- Other Published Sources: [first/second/third/fourth/fifth/sixth]/
- Postponement: [first/second/third/fourth/fifth/sixth]
- [Maximum Days of Postponement: []]
- [Other]
- (k) FX Price Source(s): []
- (l) Specified Financial Centre(s): []
- (m) Formula for calculating interest rate including back up provisions: []
- (n) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention][subject to no adjustment]/[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention]/[specify other]
- (N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)*
- (o) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (p) Additional Business Centre(s): [Not Applicable/give details]
- (N.B. only list business centres in addition to those specified on Condition 4(f))*
- (q) Minimum Rate of Interest: []
- (r) Maximum Rate of Interest: []
- (s) Day Count Fraction: []
- (t) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are []]
- (u) Valuation Date(s): []

- (v) Valuation Time: []
- (w) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Currency Price is [].
- (x) EM Currency Provisions: [Applicable/Not Applicable]
 Unscheduled Holiday: [Applicable/Not Applicable]
 Maximum Days of Deferral: [14 calendar days/other]
 Maximum Days of EM Valuation Postponement: [14 calendar days/other]
 Cumulative Events: Applicable/Not Applicable
 Maximum Days of Cumulative Postponement: [14 calendar days/other]
- (y) Successor Currency: [Applicable/Not Applicable]
 [Issue Date/other]
- (z) Rebasing: [Applicable/Not Applicable]
- (aa) Additional Disruption Event: Change in Law: [Issue Date/other]
 Hedging Disruption: [Applicable/Not Applicable]
(N.B. Only applicable in relation to FX Linked Notes relating to a Basket)
- (aa) Other terms or special conditions: []
23. Commodity Linked Interest Notes [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
 [The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Commodity Linked Notes* shall apply.]
- (a) Commodity/Commodities/Commodity Index/Basket of Commodity Indices: []
- (b) Formula for calculating interest rate including back up provisions: []
- (c) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/subject to no adjustment/[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/[specify other]

(N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)

- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (e) Additional Business Centre(s): [Not Applicable/give details]
(N.B. only list business centres in addition to those specified in Condition 4(f))
- (f) Minimum Rate of Interest: []
- (g) Maximum Rate of Interest: []
- (h) Day Count Fraction: []
- (i) Commodity Reference Price: []
- (j) Price Source: []
- (k) Exchange: []
- (l) Delivery Date: []
- (m) Pricing Date: []
- (n) Common Pricing: [Applicable/Not Applicable]
(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (o) Additional Commodity Market Disruption Events: [specify any applicable additional Commodity Market Disruption Events]
Additional provisions for Commodity Trading Disruption: [Not Applicable]
[If Trading Disruption applies, specify any additional futures contracts, options contracts or commodities and the related exchange to which Trading Disruption relates]
Disruption Fallback(s): [As set out in Commodity Linked Conditions]/[]
Commodity Index Cut-Off Date: []
- (p) Commodity Business Day: []
- (q) Trade Date: []
- (r) Weighting: The weighting to be applied to each item comprising the Basket is []
(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (s) Specified Price: [high price]
[low price]
[average of the high price and the low price]
[closing price]

- [opening price]
 [bid price]
 [asked price]
 [average of the bid price and the asked price]
 [settlement price]
 [official settlement price]
 [official price]
 [morning fixing]
 [afternoon fixing]
 [spot price]
 [other]
- (t) Other terms or special conditions: []
24. Fund Linked Interest Notes [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
 [The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Notes* shall apply.]
- (a) Fund/Basket of Funds: [] [The [] Fund is an ETF.]
 [[The Exchange for each Fund Share: []]]
 [Related Exchange for each Fund Share:
 []/All Exchanges]]
 [Underlying Index for each ETF: []]
(N.B. Include for ETFs)
- (b) Fund Interests: []
- (c) Formula for calculating interest rate including back up provisions: []
- (d) (i) Specified Period(s)/Specified Interest Period End Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/[specify other]/same as Specified Interest Payment Date(s)]
- (ii) Specified Interest Payment Date(s): [[] in each year from and including [] to and including the Maturity Date [subject to adjustment in accordance with the Business Day Convention/[specify other]]
(N.B: If final Specified Interest Payment Date different from final Interest Period End Date, consider amending the definition of Maturity Date)
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (f) Additional Business Centre(s): [Not Applicable/give details]

(N.B. only list business centres in addition to those specified on Condition 4(f))

- (g) Minimum Rate of Interest: [] per cent. per annum
- (h) Maximum Rate of Interest: [] per cent. per annum
- (i) Day Count Fraction: []
- (j) Trade Date: []
- (k) Averaging Date(s): []
- (l) Valuation Date(s): []
- (m) Valuation Time: []
- (n) Additional Disruption Event: Change in Law: [Applicable/Not Applicable]
Hedging Disruption: [Applicable/Not Applicable]
Increased Cost of Hedging: [Applicable/Not Applicable]
[Merger Event: Merger Date on or before [the Valuation Date/other]]
- (o) Other terms or special conditions: []

PROVISIONS RELATING TO REDEMPTION

25. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[par] [] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: []
- (ii) Maximum Redemption Amount: []
- (d) Notice period (if other than as set out in the Conditions): []
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)
26. Investor Put: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []

- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): per Calculation Amount/specify other/see Appendix]
- (c) Notice period (if other than as set out in the Conditions):
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)
27. Automatic Early Redemption: [Applicable/Not Applicable]
(If not applicable, delete remaining sub-paragraphs of this paragraph)
- (a) Automatic Early Redemption Event:
- (b) Automatic Early Redemption Amount: per Calculation Amount
- (c) Automatic Early Redemption Date:
28. Final Redemption Amount of each Note: per Calculation Amount/specify other/Not Applicable *(For Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Commodity Linked, Fund Linked Redemption state "Not Applicable" and complete relevant section in paragraphs 29–34 below)*
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
29. Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on an event of default or on an illegality (or, in the case of Index Linked Notes, following an Index Adjustment Event or Additional Disruption Event in accordance with the Index Linked Conditions or, in the case of Share Linked Notes and/or GDR/ADR Linked Notes following certain corporate events or Additional Disruption Event in accordance with the Share Linked Conditions and/or the GDR/ADR Linked Conditions, as applicable, or in the case of Fund Linked Notes following a Fund Event or Additional Disruption Event in accordance with the Fund Linked Conditions or in the case of and/or the method of calculating the same (if required or if different from that set out in Condition 5(g)): /Market Value less Associated Costs/ Other] per Calculation Amount
(N.B. In the case of Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Commodity Linked and Fund Linked Redemption Notes, consider deducting the cost to the Issuer and/or its affiliates of unwinding or adjusting any underlying or related funding and/or hedging arrangements in respect of the Notes)

30. Index Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- [The provisions of Annex 1 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Notes* shall apply.]
- (a) Index/Basket of Indices/ Index Sponsor(s): []
 [The [] Index is a Multi-Exchange Index]
 [The Index Currency for the [] Index is []]
- (b) Final Redemption Amount: [] per Calculation Amount
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- (c) Averaging: [The Averaging Dates are [].]
 [In the event that an Averaging Date is a Disrupted Day, [Omission/ Postponement/ Modified Postponement] will apply.]
- (d) Index Performance: []
- (e) Exchange Rate: [Applicable/Not Applicable]
 [insert details]
- (f) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is [].
(N.B. Only applicable in relation to Index Linked Notes relating to a Basket)
- (g) Exchange(s): []
- (h) Related Exchange: []/[All Exchanges]
- (i) Valuation Date(s): []
- (j) Valuation Time: []
- (k) Observation Date(s): []
- (l) Observation Period: [Applicable: [Extension/No Extension]/ Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (m) Barrier Event: [Not Applicable/Barrier Event (intraday)/ Barrier Event (closing)]

- (n) Barrier Level: [] / Not Applicable]
- (o) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [insert calculation method]
(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)
- (p) Trade Date: []
- (q) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
- (r) Other terms or special conditions: []
31. Share Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
(This paragraph will be applicable for GDR/ADR Linked Interest Notes)
[The provisions of Annex 2 of the Terms and Conditions – *Additional Terms and Conditions for Share Linked Notes* shall apply.]
- (a) Share(s) / Basket of Shares: []
- (b) Final Redemption Amount: [] per Calculation Amount
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- (c) Averaging: [The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day,
[Omission/Postponement/Modified Postponement] will apply.]
- (d) Share Performance: []
- (e) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (f) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is []. *(N.B. Only applicable in*

relation to Share Linked Notes relating to a Basket)

- (g) Exchange(s): []
- (h) Related Exchange: []/[All Exchanges]
- (i) Valuation Date(s): []
- (j) Valuation Time: []
- (k) Observation Date(s): []
- (l) Observation Period: [Applicable: [Extension/No Extension]/
Not Applicable]
- (a) Observation Period Start Date: [Including/Excluding] []/Not Applicable
- (b) Observation Period End Date: [Including/Excluding] []/Not Applicable
- (m) Barrier Event: [Not Applicable/Barrier Event (intraday)/
Barrier Event (closing)]
- (n) Barrier Level: [[]/Not Applicable]
- (o) Disrupted Day: [If a Valuation Date, an Averaging Date or an
Observation Date, as the case may be, is a
Disrupted Day, the relevant price will be
calculated [*insert calculation method*].
- (N.B. Only applicable where provisions in Share
Linked Conditions are not appropriate)*
- (p) Tender Offer: [Applicable/Not Applicable]
- (q) Share Substitution: [Applicable/Not Applicable]
- [If Applicable: Share Substitution Criteria
is []]
- (r) Local Tax Adjustment: [Applicable/Not Applicable]
- Local Jurisdiction []
- (s) Trade Date: []
- (t) Additional Disruption Events: The following Additional Disruption Events
apply to the Notes:
- [Change in Law]
- [Hedging Disruption]
- [Increased Cost of Hedging]
- [Increased Cost of Stock Borrow]
- [Initial Stock Loan Rate: []]
- [Insolvency Filing]
- [Loss of Stock Borrow]

		[Maximum Stock Loan Rate: []]
	(u) Other terms or special conditions:	[]
32.	GDR/ADR Linked Redemption Notes:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
		[The provisions of Annex 3 of the Terms and Conditions – <i>Additional Terms and Conditions for GDR/ADR Linked Notes</i> shall apply.]
		<i>(For GDR/ADR Linked Redemption Notes complete sections for Share Linked Redemption Notes (paragraph 31 above) (completed and amended as appropriate) and this section)</i>
	(q) Partial Lookthrough:	[Applicable/Not Applicable]
	(b) Full Lookthrough:	[Applicable/Not Applicable]
33.	FX Linked Redemption Notes:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
		[The provisions of Annex 4 of the Terms and Conditions – <i>Additional Terms and Conditions for FX Linked Notes</i> shall apply.]
	(a) Base Currency/Subject Currency:	[]
	(b) Currency Price:	[]
		<i>(N.B. Complete only if different from definition contained in Annex 4 of the Terms and Conditions Additional Terms and Conditions for FX Linked Notes)</i>
	(c) FX Market Disruption Event(s):	Inconvertibility Event: [Applicable/Not Applicable] Price Materiality Event: [Applicable/Not Applicable] [Price Materiality Percentage:[]] [other]
		<i>(N.B. Only complete if Inconvertibility Event/ Price Materiality Event/Non-Transferability Event and/or other disruption events should be included as FX Market Disruption Events)</i>
	(d) Disruption Fallbacks:	[Calculation Agent Determination: [first/second/third/fourth/fifth/sixth]/ Currency-Reference Dealers: [first/second/third/fourth/fifth/sixth] Reference Dealers: [four/other]/

EM Valuation Postponement: [first/second/
third/fourth/fifth/sixth]/

Fallback Reference Price: [first/second/third/
fourth/fifth/sixth]

[Fallback Reference Price: []]

Other Published Sources: [first/second/third/
fourth/fifth/sixth]/

Postponement: [first/second/third/fourth/fifth/
sixth]

[Maximum Days of Postponement: []]

(e) FX Price Source(s): []

(f) Specified Financial Centre(s): []

(g) Final Redemption Amount: [] per Calculation Amount

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

(h) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are []].

(i) Valuation Date(s): []

(j) Valuation Time: []

(k) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Currency Price is [].

(l) EM Currency Provisions: [Applicable/Not Applicable]

Unscheduled Holiday: [Applicable/Not Applicable]

Maximum Days of Deferral: [14 calendar days/other]

Maximum Days of EM Valuation Postponement: [14 calendar days/other]

Cumulative Events: [Applicable/Not Applicable]

Maximum Days of Cumulative Postponement: [14 calendar days/other]

(m) Successor Currency: [Applicable/Not Applicable]

[Issue Date/other]

(n) Rebasing: [Applicable/Not Applicable]

- (o) Additional Disruption Event: Change in Law: [Issue Date/other]
Hedging Disruption: [Applicable/Not Applicable]
(N.B. Only applicable in relation to FX Linked Notes relating to a Basket)
- (p) Other terms or special conditions: []
34. Commodity Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Commodity Linked Notes* shall apply.]
- (a) Commodity/Basket of Commodities/
Commodity Index/Basket of
Commodity Indices: []
- (b) Final Redemption Amount: [] per Calculation Amount
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- (c) Commodity Reference Price: []
- (d) Price Source: []
- (e) Exchange: []
- (f) Delivery Date: []
- (g) Pricing Date: []
- (h) Common Pricing: [Applicable] [Not Applicable] (N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (i) Additional Commodity Market
Disruption Events: [specify any additional Commodity Market
Disruption Events]
Additional provisions for Commodity
Trading Disruption: [Not Applicable]
[If Trading Disruption applies, specify any
additional futures contracts, options contracts or
commodities and the related exchange to which
Trading Disruption relates]
Disruption Fallback(s): [As set out in Commodity Linked
Conditions]/[]
[Commodity Index Cut-Off Date: []]

- (j) Commodity Business Day: []
- (k) Trade Date: []
- (l) Weighting: The weighting to be applied to each item comprising the Basket is []
(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (m) Specified Price: [high price]
[low price]
[average of the high price and the low price]
[closing price]
[opening price]
[bid price]
[asked price]
[average of the bid price and the asked price]
[settlement price]
[official settlement price]
[official price]
[morning fixing]
[afternoon fixing]
[spot price]
[other]
- (n) Other terms or special conditions: []
35. Fund Linked Redemption Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Notes* shall apply.]
- (a) Fund/Basket of Funds: []
[[The [] Fund is an ETF]
[Exchange for each Fund Share: []]
[Related Exchange for each Fund Share: [/All Exchanges]]
[Underlying Index: []]
(N.B. Include for ETFs)
- (b) Fund Interest(s): []
- (c) Final Redemption Amount: [] per Calculation Amount
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

- (d) Trade Date: []
- (e) Averaging Date(s): []
- (f) Valuation Date(s): []
- (g) Valuation Time: []
- (h) Additional Disruption Events: Change in Law: [Applicable/Not Applicable]
Hedging Disruption: [Applicable/Not Applicable]
Increased Cost of Hedging: [Applicable/Not Applicable]
- (i) Other terms or special conditions: []
36. Final Redemption Amount of each Dual Currency Redemption Note: [Applicable/Not Applicable]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate of exchange/method of calculating rate of exchange: *[give details]*
- (b) Provisions for determining the Final Redemption Amount where calculation by reference to rate of exchange is impossible or impracticable: []
- (c) Person at whose option Specified Currency(ies) is/are payable: []
- (d) Minimum Final Redemption Amount: []
- (e) Maximum Final Redemption Amount: []
- (f) Other terms relating to the method of calculating the Final Redemption Amount the value of which is based upon a foreign exchange rate: []
37. Physical Delivery Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[Cash Settlement/Physical Delivery/Cash Settlement and/or Physical Delivery] *(If Cash Settlement and/or Physical Delivery specified, specify details for determining in what circumstances Cash Settlement or Physical Delivery will apply)*
- [The provisions of Annex 7 of the Terms and Conditions – *Additional Terms and Conditions for Physical Delivery Notes* shall apply.]
- (a) Relevant Asset(s): []
- (b) Entitlement: []
- (c) Cut-Off Date: []

- (d) Guaranteed Cash Settlement Amount: []
- (e) Failure to Deliver due to Illiquidity: [Applicable/Not Applicable]
- (f) Delivery provisions for Entitlement if different from Physical Delivery Note Conditions: []
- (g) Settlement Business Day: []
- (h) Issuer's option to vary Settlement: [Applicable/Not Applicable]
- (i) Other terms or special Conditions: []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

38. Form of Notes: A12.4.1.4
 [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on 45 days' notice of the occurrence of one of the events specified therein/other]
 [Permanent Global Note exchangeable for Definitive Notes on 45 days' notice of the occurrence of one of the events specified therein/other]
(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Prospectus and the Notes themselves. N.B. The exchange upon notice at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[€50,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)
39. New Global Note: [Yes] [No]
40. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]
(N.B. Only list financial centres in addition to those specified in Condition 6(g) and note that this paragraph relates to the place of payment and not Specified Interest Period End Dates)
41. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
(Need to complete where there are more than 27 interest payments)
42. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, [Not Applicable/give details. N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]

including any right of the Issuer to forfeit the Notes and interest due on late payment:

43. Details relating to Instalment Notes:
- (a) [Instalment Amount(s): [Not Applicable/give details]]
 - (b) [Instalment Date(s): [Not Applicable/give details]]
44. Redenomination applicable: Redenomination [not] applicable
[(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))][(if Redenomination is applicable, specify the terms of the redenomination in an Annex to the Final Terms)
45. Calculation Agent: [Not applicable/give details]
46. Settlement Agent: [Not applicable/give details]
(applicable in case of physical delivery)
47. Other final terms: [Not Applicable/give details]
(Consider including a term providing for tax certification if required to enable interest to be paid gross by issuers.)

DISTRIBUTION

48. (a) If syndicated, names of Managers: [Not Applicable/give names
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, include names of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)
- (b) Date of Syndication Agreement: []
(The above is only relevant if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies).
- (c) Stabilising Manager (if any): [Not Applicable/give name]
49. If non-syndicated, name of relevant Dealer: [Not Applicable/give name]
50. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: [Reg. S Compliance Category; TEFRA D/TEFRA C/TEFRA not applicable]
51. Additional selling restrictions: [Not Applicable/give details]

52. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s regulated market and listing on the Official List of the UK Listing Authority with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s regulated market and listing on the Official List of the UK Listing Authority with effect from [].] [Not Applicable.]
- (b) Estimate of total expenses related to admission to trading: []

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on the London Stock Exchange’s regulated market and listing on the Official List of the UK Listing Authority of the Notes described herein pursuant to the U.S.\$40,000,000,000 Euro Medium Term Note Programme of EKSPORTFINANS ASA.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. *[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components]* has been extracted from *[specify source]*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading.]*

Signed on behalf of Eksportfinans ASA:

By:
Duly authorised

* Delete if securities are exempt from compliance with the Prospectus Directive Regulation.

PART B OTHER INFORMATION

1. RATINGS

Ratings:

[Applicable/Not Applicable]

(If not applicable, delete the remaining paragraph)

The Notes to be issued under the Programme have been rated:

[S & P: [AA stable outlook/Other/Not Applicable]]

[Moody's: [Aa1 negative outlook/Other/Not Applicable]]

[Fitch: [AA/Other/Not Applicable]]

[[Other]: []]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

2. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. – *Amend as appropriate if there are other interests*]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)] Reasons for the offer: []

[(ii)] Estimated net proceeds: []

[(iii)] Estimated total expenses: []

(N.B. Delete unless the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulations applies, in which case (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.)

4. **YIELD** (*Fixed Rate Notes only*) []
 Indication of yield: The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.
5. **PERFORMANCE OF INDEX/BASKET OF INDICES, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE INDEX/BASKET OF INDICES** (*Index-Linked Notes only*)
 [Need to include details of where past and future performance and volatility of [the/each] index can be obtained and the relevant weighting of each index within a basket of indices.]
 [Need to include the name of [the/each] index, the name of [the/each] index sponsor and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about [the/each] index can be obtained.]
 [Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]
 [(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]
 The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].
 (N.B. This paragraph 5 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)
6. **PERFORMANCE OF [THE SHARE/BASKET OF SHARES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE SHARE/BASKET OF SHARES]]** (*SHARE LINKED NOTES ONLY*)
 (N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)
 [Need to include details of the name of [the/each] share company, any security identification number of the shares, where pricing information about the shares is available, the relevant weighting of each share within a basket of shares (if relevant) and past and future performance and volatility of the [share/basket of shares] can be obtained.]
 [Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]
 [(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]
 The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].
7. **PERFORMANCE OF [THE GDR/ADRS], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE GDR/ADRS]]** (*GDR/ADR LINKED NOTES ONLY*)
 (N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of the name of [the/each] GDR and/or ADR, any security identification number of the GDRs and/or ADRs, where pricing information about the GDRs and/or ADRs is available, and where past and future performance and volatility of the GDRs and/or ADRs can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

8. PERFORMANCE OF [RATE[S] OF EXCHANGE/CURRENCIES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE [RATE[S] OF EXCHANGE/FORMULA/CURRENCIES]] (FX LINKED NOTES ONLY)

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of [the/each] currency, where past and future performance and volatility of the [relevant rates/currencies] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

9. PERFORMANCE OF [THE COMMODITY/BASKET OF COMMODITIES/COMMODITY INDEX/BASKET OF COMMODITY INDICES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE COMMODITY/BASKET OF COMMODITIES/COMMODITY INDEX/BASKET OF COMMODITY INDICES]] (COMMODITY LINKED NOTES ONLY)

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of [the/each] [commodity/commodity index], where pricing information about [the/each] [commodity/commodity index] is available, the relevant weighting of each [commodity/commodity index] within a basket of [commodities/commodity indices] and where past and future performance and volatility of [the commodity/basket of commodities/commodity index/basket of commodity indices] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

10. PERFORMANCE OF [THE FUND/BASKET OF FUNDS], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS [AND OTHER INFORMATION CONCERNING [THE FUND/BASKET OF FUNDS]] (*Fund Linked Notes Only*)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of [the/each] [fund], where pricing information about [the/each] [fund] is available, the relevant weighting of each [fund] within a basket of [fund] and where past and future performance and volatility of [the fund/basket of funds] can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

11. OPERATIONAL INFORMATION

- (i) ISIN Code: []
- (ii) Common Code: []
- (iii) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s) (including VPS numbers): [Not Applicable/give name(s) and number(s)]
- (iv) Delivery: Delivery [against/free of] payment
- (v) Names and addresses of additional Paying Agent(s) (if any): []
- (vi) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No]
- [Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in which case the Notes must be issued in NGN form]*

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or relevant listing authority (if any) and agreed by the Issuer and the relevant Purchaser at the time of issue but, if not so permitted and agreed, such Definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Temporary Global Note, Permanent Global Note and Definitive Note. Reference should be made to "Applicable Final Terms" above for a description of the content of Final Terms which will include certain terms used in the following Terms and Conditions or specify which of such terms are to apply in relation to the relevant Notes.

The Additional Terms and Conditions contained in Annex 1 in the case of Index Linked Notes, Annex 2 in the case of Share Linked Notes, Annex 3 in the case of GDR/ADR Linked Notes, Annex 4 in the case of FX Linked Notes, Annex 5 in the case of Commodity Linked Notes, Annex 6 in the case of Fund Linked Notes and Annex 7 in the case of Physical Delivery Notes (each as defined below) will apply to the Notes if specified in the applicable Final Terms.

This Note is one of a Series of Notes (which expression shall mean (a) in relation to any Notes represented by a temporary global Note (a "Temporary Global Note") or a permanent global Note (a "Permanent Global Note"), each a "Global Note", units of the lowest Specified Denomination in the Specified Currency (each as defined below) of the relevant Notes, (b) definitive Notes ("Definitive Notes") issued in exchange for a Global Note, (c) any Global Note, and (d) Notes cleared through the Norwegian Registry of Securities, the Verdipapirsentralen ("VPS Cleared Notes" and the "VPS" respectively) constituted by a Trust Deed (such Trust Deed, as modified and/or supplemented and/or restated from time to time, the "Trust Deed") dated 11 July 1991 and made between EKSPORTFINANS ASA (the "Issuer") and Deutsche Trustee Company Limited (formerly called Bankers Trustee Company Limited) (the "Trustee", which expression shall include any successor trustee) as trustee for the holders for the time being of the Notes (the "Noteholders", which expression shall, in relation to any Notes represented by a Global Note and in relation to VPS Cleared Notes, be construed as provided in Condition 1). Interest bearing Definitive Notes will have interest coupons ("Coupons") and, if applicable, talons for further Coupons ("Talons") attached on issue. Any reference in these Conditions to Coupon(s) and Couponholder(s) (as defined below) shall, unless the context otherwise requires, be deemed to include a reference to Talon(s) and Talonholder(s) (as defined below). Definitive Notes redeemable in instalments will have instalment receipts ("Receipts") for the payment of the instalments of principal attached on issue. Payments in respect of the Notes will be made under an amended and restated Agency Agreement (such Agency Agreement, as modified and/or supplemented and/or restated from time to time, the "Agency Agreement") dated 2 June 2010 and made between the Issuer, Citibank, N.A., London Branch as issuing agent, principal paying agent and agent bank (the "Agent", which expression shall include any successor as agent), the paying agents named therein (together with the Agent, the "Paying Agents", which expression shall include any additional or successor paying agents) and the Trustee as amended from time to time. All of the Notes from time to time issued by the Issuer which are constituted by the Trust Deed and for the time being outstanding are hereinafter referred to as the "Notes" and the term "Note" is to be construed accordingly. As used herein, "Tranche" means Notes which are identical in all respects (including as to listing or admission to trading) and "Series" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing or admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and the expressions "Notes of the relevant Series" and "holders of Notes of the relevant Series" and related expressions shall be construed accordingly.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these Terms and Conditions (the

“Conditions”) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the “applicable Final Terms” are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

These Conditions are summaries of, and are qualified in their entirety by, the detailed provisions of the Trust Deed and the Notes. Copies of the Trust Deed (which contains the forms of the Notes, Receipts, Coupons and Talons) and the Agency Agreement (which contains the form of applicable Final Terms) are available for inspection during normal business hours at the registered office of the Trustee, being at 2 June 2010 at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England and at the specified office(s) of each of the Paying Agents. The applicable Final Terms for the Notes of this Series are also available for inspection and may be obtained from Citibank, N.A., London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. The Noteholders and the holders of the Coupons (the “Couponholders”), the holders of the Talons (the “Talonholders”) and the holders of the Receipts (the “Receiptholders”) are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed and of the Agency Agreement, which are binding on them. Words and expressions defined in the Trust Deed or on the face of this Note or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

1. FORM, DENOMINATION AND TITLE

The Notes of this Series are in bearer form or, in the case of VPS Cleared Notes, in uncertificated book entry form in the currency and denomination(s) as indicated in the applicable Final Terms (the “Specified Currency” and “Specified Denomination(s)”, respectively) and Definitive Notes of this Series will be serially numbered. This Note is a Fixed Rate Note, a Floating Rate Note, an Index Linked Interest Note, a Zero Coupon Note, a Share Linked Interest Note, a GDR/ADR Linked Interest Note, an FX Linked Interest Note, a Commodity Linked Interest Note, a Fund Linked Interest Note or a combination of any of the foregoing depending upon the Interest Basis specified in the applicable Final Terms. If it is a Definitive Note, it is issued with Coupons and, if applicable, Talons attached, unless it is a Zero Coupon Note in which case references to interest (other than in relation to interest due after the Maturity Date) and Coupons in these Conditions are not applicable. If it is a Definitive Note redeemable in instalments, it is issued with Receipts attached.

This Note may be an Instalment Note, a Dual Currency Note, a Partly Paid Note, an Index Linked Redemption Note (together with Index Linked Interest Notes, “**Index Linked Notes**”), a Share Linked Redemption Note (together with Share Linked Interest Notes, “**Share Linked Notes**”), a GDR/ADR Linked Redemption Note (together with GDR/ADR Linked Interest Notes, “**GDR/ADR Linked Notes**”), an FX Linked Redemption Note (together with FX Linked Interest Notes, “**FX Linked Notes**”), a Commodity Linked Redemption Note (together with Commodity Linked Interest Notes, “**Commodity Linked Notes**”), a Fund Linked Redemption Note (together with Fund Linked Interest Notes, “**Fund Linked Notes**”) or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

If the applicable Final Terms specify that the Note is a Physical Delivery Note, being a Note to be redeemed by delivery of the Entitlement, Annex 7 to the Terms and Conditions – *Additional Terms and Conditions for Physical Delivery Notes* shall apply.

Without prejudice to the provisions relating to Global Notes set out below, title to the Notes (other than VPS Cleared Notes), the Receipts, the Coupons and the Talons will pass by delivery. The Issuer, the Trustee and any Paying Agent may (subject as set out below) deem and treat the bearer of any Note, Receipt, Coupon or Talon as the absolute owner thereof (notwithstanding any notice to the contrary and whether or not such Note, Receipt, Coupon or Talon shall be overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) for the purpose of making payment thereon and for all other purposes. Title to the VPS Cleared Notes will be evidenced by book entries in the VPS.

For so long as any of the Notes are represented by a Global Note, each person who is for the time being shown in the records of Euroclear Bank S.A./N.V. (“Euroclear”) and Clearstream Banking, société anonyme (“Clearstream, Luxembourg”) or, as the case may be, the VPS as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg or, as the case may be, the VPS as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee, the Agent and any other Paying Agent as a holder of such nominal amount of such Notes for all purposes other than (in the case only of Notes not being VPS Cleared Notes) with respect to the payment of principal and interest on such Notes, the right to which shall be vested, as against the Issuer, the Agent and any other Paying Agent, solely in the bearer of the Global Note in accordance with and subject to its terms (or the Trustee in accordance with the Trust Deed) (and the expressions “Noteholder”, “holder of Notes” and related expressions shall be construed accordingly). Notes which are represented by a Global Note or, as the case may be, VPS Cleared Notes will only be transferable in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg or, as the case may be, the procedures of the VPS. Any reference herein to Euroclear and/or Clearstream, Luxembourg or, as the case may be, the VPS shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearance system approved by the Issuer and the Trustee.

2. STATUS OF THE NOTES OF THIS SERIES

The Notes of this Series and the relative Receipts and Coupons (if any) constitute (subject to the provisions of Condition 3) unsecured and unsubordinated obligations of the Issuer. The Notes of this Series and the relative Receipts and Coupons (if any) rank *pari passu* without any preference among themselves and (subject as aforesaid and to such mandatory exceptions as are from time to time applicable under Norwegian law) rank and will rank *pari passu* with all other unsecured obligations (other than subordinated obligations) of the Issuer.

3. NEGATIVE PLEDGE

So long as any of the Notes of this Series remains outstanding (as defined in the Trust Deed) the Issuer will not:-

- (a) create or have outstanding any mortgage, pledge, charge, lien or other security upon the whole or any part of its undertaking or assets, present or future, to secure any Relevant Indebtedness of any person or any guarantee of any Relevant Indebtedness of any person; or
- (b) suffer or permit any person to secure, support or guarantee, whether by personal covenant or any mortgage, pledge, charge, lien or other security, or by both such methods, any present or future Relevant Indebtedness of, or guaranteed by, the Issuer denominated or conferring a right to payment in or by reference to any currency other than Norwegian Kroner,

unless simultaneously therewith the Issuer causes the Notes of this Series and the relative Receipts and Coupons to be secured, supported or guaranteed equally and rateably therewith to the satisfaction of the Trustee or provides other security or support or another guarantee which the Trustee in its absolute discretion shall deem not materially less beneficial to the interests of the holders of the Notes of this Series or which shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the Notes of this Series.

“Relevant Indebtedness” means any indebtedness for borrowed money which is in the form of, or represented or evidenced by, bonds, notes, loan stock or other debt securities which, with the agreement of the Issuer, are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or over the counter or other recognised securities market.

4. INTEREST

(a) **Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will accrue in respect of each “Interest Period” (which expression shall in these Terms and Conditions mean the period from (and including) the Interest Period End Date for the immediately preceding Interest Period (or if none the Interest Commencement Date) to (but excluding) the Interest Period End Date for the relevant Interest Period). Interest will be payable in arrear on the Interest Payment Date(s) in each year and on the Maturity Date. If an Interest Payment Date falls after the Interest Period End Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period relating thereto will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount(s) so specified.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

In these Terms and Conditions, “Fixed Day Count Fraction” means:

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
 - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Period End Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “Accrual Period”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
 - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

- (ii) if “30/360” is specified in the applicable Final Terms, the number of days in the Interest Period (such number of days being calculated on the basis of 12 30-day months) divided by 360; or
- (iii) such other method for calculating the relevant day count fraction as may be specified in the applicable Final Terms; and

“Determination Period” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including where either the Interest Commencement Date or the Interest Period End Date is not a Determination Date, the period commencing on the first Determination Date before, and ending on the first Determination Date falling after, such date); and

“sub-unit” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

(b) Interest on Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes and Fund Linked Interest Notes

(i) Interest Period End Dates and Specified Interest Payment Dates

Each Floating Rate Note, Index Linked Interest Note, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes and Fund Linked Interest Notes bears interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) the Interest Period End Date for the immediately preceding Interest Period (or if none the Interest Commencement Date) to (but excluding) the Interest Period End Date for the relevant Interest Period). For the purposes of this Condition 4(b), “Interest Period End Date” shall mean either:

- (A) the Specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Period End Date(s) is/are specified in the applicable Final Terms, each date (each an “Interest Period End Date”) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes and Fund Linked Interest Notes will be determined in the manner specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Notes, published by the International Swaps and Derivatives Association, Inc. (the “ISDA Definitions”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (“LIBOR”), on the Euro-zone inter-bank offered rate

(“EURIBOR”) or on the Norwegian inter-bank offered rate (“NIBOR”) for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), (i) “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions, (ii) the definition of “Banking Day” in the ISDA Definitions shall be amended to insert after the words “are open for” in the second line, the word “general” and (iii) “Euro-zone” means the region comprised of Member States of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community as amended from time to time (the “Treaty”).

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. London time in the case of LIBOR, 11.00 a.m. Brussels time in the case of EURIBOR or 12.00 noon Oslo time in the case of NIBOR, on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR, EURIBOR or NIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(iii) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) Determination of Rate of Interest and Calculation of Interest Amounts

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. For the purposes of any calculations referred to in this Condition 4, unless otherwise specified in these Conditions or in the applicable Final Terms, all percentages resulting from such calculations will be rounded, if necessary, to the

nearest fifth decimal place, with 0.00005 being rounded upwards. In the case of Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes or Fund Linked Interest Notes the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent, in the case of Floating Rate Notes, or the Calculation Agent, in the case of Index Linked Interest Notes, will calculate the amount of interest (the “Interest Amount”) payable for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes or Fund Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes or Fund Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

“Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

- (a) if “Actual/Actual (ISDA)”, “Actual/Actual”, “Actual/365” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (b) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (c) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (d) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (e) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30;

- (f) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30.

- (g) if “Sterling/FRN” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 365 or, in the case of an Interest Period End Date falling in a leap year, 366; or
- (h) such other method for calculating the relevant day count fraction as may be specified in the applicable Final Terms.

(v) *Notification of Rate of Interest and Interest Amount*

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Noteholders, the Trustee and, if applicable, any stock exchange or other relevant listing authority on which the relevant Floating Rate Notes, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note are for the time being listed or by which they have been admitted to listing and to be published in accordance with Condition 14 as soon as possible but in any event not later than the fifth Business Day after the day of commencement of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without publication but with similar arrangements, *mutatis mutandis*, for notification in the event of an extension or shortening of the Interest Period in accordance with the provisions hereof. Any such amendment will be promptly notified to each stock exchange or other relevant listing authority on which the relevant Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note, is for the time being listed or by which they have been admitted to listing.

(vi) *Determination or Calculation by Trustee*

If for any reason the Agent or, as the case may be, the Calculation Agent does not at any time determine the Rate of Interest or calculate any Interest Amount in accordance with sub-paragraph (ii) or (iv), as the case may be above, the Trustee (or any agent appointed by the Trustee at the expense of the Issuer) shall determine the Rate of Interest at such rate plus or minus (as appropriate) the relevant Margin (if any) as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 4 but subject always to sub-paragraph 4(b)(iii) above), it shall deem fair and reasonable in all the circumstances and/or, as the case may be, the Trustee shall calculate the Interest Amount in the manner referred to in sub-paragraph (iv) above and such determination and/or calculation shall be deemed to have been made by the Agent or, as the case may be, the Calculation Agent.

(vii) *Agent*

The Issuer shall procure that, so long as any Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note is outstanding, there shall at all times be an Agent. The Issuer may at any time (with the prior written approval of the Trustee) terminate the appointment of the Agent. In the event of the principal London office of the Agent being unable or unwilling to continue to act as Agent, the Issuer shall appoint such other bank in London as may be approved by the Trustee to act as such in its place. Neither the resignation nor the removal of the Agent shall take effect (other than in the case of insolvency when it shall take immediate effect) until a successor approved by the Trustee has been appointed.

(c) **Zero Coupon Notes**

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the Amortised Face Amount of such Zero Coupon Note as determined in accordance with Condition 5(g)(iii). As from the Maturity Date any overdue principal of such Zero Coupon Note shall bear interest at a rate per annum equal to the Accrual Yield specified in the

applicable Final Terms. Such interest shall accrue as provided in the Trust Deed and will be calculated on the basis set out in the last sentence of Condition 5(g)(ii).

(d) Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as indicated in the applicable Final Terms.

(e) Accrual of Interest after the due date

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

(f) Business Day and Business Day Conventions

In these Conditions, “Business Day” means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, New York City and any Additional Business Centre specified in the applicable Final Terms; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London, New York City and any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, as the case may be) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the “TARGET 2 System”) is open.

If the applicable Final Terms specify that an Interest Period End Date, Interest Payment Date or Specified Interest Payment Date is subject to adjustment in accordance with the Business Day Convention and (x) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date occurred; or
- (2) the Following Business Day Convention, such Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

- (3) the Modified Following Business Day Convention, such Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Period End Date, Interest Payment Date or Specified Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

5. REDEMPTION AND PURCHASE

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at the Final Redemption Amount (except as set out in paragraph (h) below) in the Specified Currency on the Maturity Date.

(b) Redemption for Tax Reasons

Should the Issuer, immediately prior to the giving of the notice referred to below, satisfy the Trustee that, as a result of any change or amendment (becoming effective after the Issue Date of the Notes of this Series) to any law of the Kingdom of Norway and/or any authority thereof or therein having power to tax or the application or interpretation thereof, on the occasion of the next payment in respect of the Notes of this Series, it will be obliged to pay any such additional amounts as are referred to in Condition 7, the Issuer may, on giving not less than 30 and not more than 60 days' notice to the holders of the Notes of this Series in accordance with Condition 14, redeem all (but not some only) of the Notes then outstanding of this Series at any time (if the Notes of this Series are other than Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes or Fund Linked Interest Notes) or on any Interest Period End Date (if the Notes of this Series are Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes or Fund Linked Interest Notes) at the amount determined in accordance with paragraph (g) or (h) below (as applicable). Upon the expiry of such notice, the Issuer shall be bound to redeem the Notes of this Series as aforesaid.

(c) Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given not less than 15 or more than 60 days' notice to the holders of Notes of this Series in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes of this Series then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms. Any such redemption must be for an amount not less than the Minimum Redemption Amount or not more than a Higher Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Definitive Notes, the Notes to be redeemed will be selected individually by lot, in a manner approved by the Trustee, not more than 60 days prior to the date fixed for redemption and appropriate details of such Notes called for redemption will be published in accordance with Condition 14 not less than 15 or more than 60 days prior to such date. In the case of a partial redemption of Notes represented by a Global Note or, as the case may be, in the case of a partial redemption of VPS Cleared Notes, the Notes to be redeemed will be selected in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or, as the case may be, the procedures of the VPS.

(d) Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified in the applicable Final Terms, upon the holder of this Note giving to the Issuer in accordance with Condition 14 not less than 15 nor more than 60 days' notice (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem subject to, and in accordance with, the terms specified in the applicable Final Terms in whole (but not in part) this Note if it is the subject of such notice on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream Luxembourg, deliver to the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a "Put Notice") and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition accompanied by, if this Note is in definitive form, this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or, as the case may be, common safekeeper for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Agent for a notation accordingly.

(e) Illegality

In the event that the Issuer determines in good faith that the performance of the Issuer's obligations under the Notes or that any arrangements made to hedge the Issuer's obligations under the Notes has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than 10 nor more than 30 days' notice to Noteholders in accordance with Condition 14 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(f) Purchases

The Issuer or any of its Subsidiaries (as defined in the Trust Deed) may at any time purchase Notes of this Series (provided that (in the case of Definitive Notes) all unmatured Receipts, Coupons and Talons (if any) appertaining thereto are attached thereto or surrendered therewith) in any manner and at any price. If purchases are made by tender, tenders must be made available to all holders of Notes of this Series alike. Notes purchased as aforesaid may be held or resold or, at the discretion of the Issuer or, as the case may be, the relevant Subsidiary, may be surrendered for cancellation.

If 80 per cent. or more in nominal amount of the Notes of a Series outstanding at any time have been redeemed or purchased pursuant to the foregoing provisions of this Condition 5, the Issuer may, at its option, on not less than five nor more than 10 days' notice to the holders of Notes of such Series in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for such redemption or purchase) within 60 days after the Optional Redemption Date or the date of such purchase, redeem or, at its option, purchase (or procure the purchase of), as the case may be, all (but not some only) of the remaining Notes each at its Optional Redemption Amount together with (or, where purchased, together with an amount equal to) interest accrued to (but excluding) the date of such redemption or purchase.

(g) Zero Coupon Notes

(i) The amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to paragraph (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 8 shall be the Amortised Face Amount (calculated as provided below) of such Note.

(ii) Subject to the provisions of (iii) below, the Amortised Face Amount of any Zero Coupon Note shall be the sum of (A) the Reference Price specified in the applicable Final Terms and (B) the aggregate amortisation of the difference between the Reference Price and the nominal amount of the Zero Coupon Note from (and including) the Issue Date of the first Tranche of Notes of the Series to (but excluding) the date on which the Zero Coupon Note becomes due and repayable at a rate per annum equal to the Accrual Yield specified in the applicable Final Terms compounded annually. Where such calculation is to be made for a period other than a full year, it shall be made (i) in the case of a Zero Coupon Note other than a Zero Coupon Note payable in euro, on the basis of a 360-day year consisting of 12 months of 30 days each or (ii) in the case of a Zero Coupon Note payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non-leap year divided by 365) or (in either case) on such other calculation basis as may be specified in the applicable Final Terms.

(iii) If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 8 is not paid when due, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount of such Zero Coupon Note calculated pursuant to (ii) above, except that that sub-paragraph shall have effect as though the reference therein to the date on which the Zero Coupon Note becomes due and repayable were replaced by a reference to the date (the “Reference Date”) which is the earlier of (A) the date on which all amounts due in respect of the Zero Coupon Note have been paid and (B) the date on which the full amount of the moneys repayable has been received by the Agent and notice to that effect has been given in accordance with Condition 14. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Zero Coupon Note together with any interest which may accrue in accordance with Condition 4(c).

(h) Early Redemption Amounts

For the purposes of paragraph (b) of this Condition and Condition 8 and unless otherwise indicated in the applicable Final Terms, Notes will be redeemed (i) in the case of Notes issued at an Issue Price of 100 per cent. of their nominal amount, at their nominal amount in the relevant Specified Currency together with, in the case of Notes other than Zero Coupon Notes, interest accrued to the date fixed for redemption, or (ii) in the case of Zero Coupon Notes at the Amortised Face Amount of such Notes determined in accordance with paragraph (f) above, or (iii) in the case of Notes issued with an Issue Price greater or less than 100 per cent. of their nominal amount, at a price ascertained by reference to the terms of issue in the applicable Final Terms; (iv) in the case of Index Linked Notes, Share Linked Notes, GDR/ADR Linked Notes, FX Linked Notes, Commodity Linked Notes or Fund Linked Notes, an amount as specified in the applicable Final Terms.

If “**Market Value less Associated Costs**” is specified as the Early Redemption Amount in the applicable Final Terms the Early Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount determined by the Calculation Agent, which on (i) in the case of redemption other than pursuant to Condition 8, the second Business Day immediately preceding the due date for the early redemption of the Notes or (ii) in the case of redemption pursuant to Condition 8, the due date for the early redemption of such Notes, represents the fair market value of such Notes (taking into account all factors which the Calculation Agent determines relevant) less Associated Costs, and provided that 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.

As used herein:

“**Associated Costs**” means an amount per nominal amount of the Notes equal to the Calculation Amount equal to such Notes’ pro rata share of the total amount of any and all costs associated or incurred by the Issuer or any Affiliate in connection with such early redemption, including, without limitation, any costs associated with unwinding any funding relating to the Notes and any costs associated with unwinding any hedge positions relating to the Notes, all as determined by the Calculation Agent in its sole discretion.

(i) **Automatic Early Redemption Event**

If Automatic Early Redemption is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if an Automatic Early Redemption Event as specified in the applicable Final Terms occurs, then the Agent or Calculation Agent, as the case may be, on behalf of the Issuer will give notice to Noteholders in accordance with Condition 14 and the Notes will be redeemed in whole, but not in part, on the Automatic Early Redemption Date as specified in the applicable Final Terms at the Automatic Early Redemption Amount as specified in the applicable Final Terms.

(j) **Instalments**

Each Note of this Series in definitive form, if it is redeemable in instalments, will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms, in the case of all instalments (other than the final instalment) by surrender of the relevant Receipt (which must be presented with the Note to which it appertains) and in the case of the final instalment by surrender of the relevant Note, all as more fully described in Condition 6.

(k) **Cancellation**

All Notes of this Series redeemed or surrendered as aforesaid shall be cancelled forthwith (together, in the case of Definitive Notes, with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith) and may not be re-issued or re-sold.

(l) **Rounding**

For the purposes of any calculations referred to in this Condition 5, unless otherwise specified in these Conditions or in the applicable Final Terms, (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest fifth decimal place, with 0.00005 being rounded upwards, (b) all amounts used in or resulting from such calculations will be rounded to the nearest sub-unit of the relevant specified currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

6. PAYMENTS AND EXCHANGE OF TALONS

(a) **Manner of payments**

Payments of principal and interest (if any) in respect of Definitive Notes (if issued) will (subject as provided below) be made against presentation or surrender of Definitive Notes or Coupons, as the case may be, at any specified office of any Paying Agent. Payments of principal in respect of instalments (if any), other than the final instalment, will (subject as provided below) be made against surrender of the relevant Receipt. Each Receipt must be presented for payment of such instalment together with the relevant Definitive Note against which the amount will be payable in respect of that instalment. If any Definitive Notes are redeemed or become repayable prior to maturity in respect thereof, principal will be payable on surrender of each such Note together with all unmatured Receipts appertaining thereto. Receipts presented without the Definitive Notes to which they appertain and unmatured Receipts do not constitute obligations of the Issuer.

Payments in respect of this Note payable in a Specified Currency other than euro will (subject as provided below) be made at the option of the bearer by a cheque in the Specified Currency drawn on, or by transfer to an account in the Specified Currency maintained by the payee with, a bank in the principal financial centre of the country of the Specified Currency.

Payments in euro will be made by credit or transfer to a euro account (or another account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of the Agent. On the occasion of each payment, (i) in the case of any Global Note which is not issued in new global note (“NGN”) form, a record of such payment made on such Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Agent, and such record shall be *prima facie* evidence that the payment in question has been made and (ii) in the case of any Global Note which is a NGN, the Agent shall instruct Euroclear and/or Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

Payments of principal and interest in respect of VPS Cleared Notes will be made to the Noteholders shown in the records of the VPS in accordance with its usual procedures.

(b) U.S. dollar payments

Notwithstanding the foregoing, payments of interest in U.S. dollars will only be made at the specified office of any Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) if (a) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount of interest on the Notes in the manner provided above when due, (b) payment of the full amount of such interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions, and (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

(c) Payments subject to fiscal laws

Payments in respect of the Notes will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

(d) Persons entitled to payment

The holder of the relevant Global Note (or, as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of Notes must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Global Note (or the Trustee, as the case may be). No person other than the holder of the relevant Global Note (or, as provided in the Trust Deed, the Trustee) shall have any claim against the Issuer in respect of any payments due on that Global Note.

(e) Presentation – Fixed Rate Notes

Fixed Rate Notes in definitive form should be presented for payment with all unmatured Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of matured Talons), failing which the full amount of any missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the sum so paid bears to the total amount due) will be deducted from the sum due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon within a period of ten years from the Relevant Date (as defined in Condition 7) for the payment of such sum due for payment, whether or not such Coupon has become void pursuant to Condition 10 or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

(f) Presentation – Floating Rate Notes or Reference Item Linked Interest Notes

Interest, in the case of definitive Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note, will be paid against presentation and surrender of the appropriate Coupons, subject to and in accordance with the provisions of this Condition 6. Interest will cease to accrue on each Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note as the case may be, on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue as provided in the Trust Deed.

Upon the due date for redemption of any Floating Rate Note, Dual Currency Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note or Fund Linked Interest Note in definitive form, all unmatured Coupons and Talons (if any) appertaining to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(g) Payment Business Days

If any date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Business Day, then the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Business Day and shall not be entitled to any interest or other sum in respect of any such delay. In this Condition 6, “Payment Business Day” means any day which (subject to Condition 10) is:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in
 - (i) the relevant place of presentation;
 - (ii) London;
 - (iii) New York City; and
 - (iv) and Additional Financial Centre specified in the applicable Final Terms; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, London, New York City and any Additional Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

If the due date for redemption of any interest-bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such Note from (and including) the last preceding due date for the payment of interest (or from the Interest Commencement Date, as the case may be) will be paid only against surrender of such Note.

(h) Exchange of Talons

On and after the Interest Period End Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Period End Date on which the final Coupon comprised in the relative Coupon sheet matures.

(i) References to principal and interest

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 7 – *Taxation*;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) the Failure to Deliver Settlement Price (if any) in respect of the Notes;
- (f) the Disruption Cash Settlement Price (if any) in respect of the Notes;
- (g) the Partial Cash Settlement Amount (if any) in respect of the Notes;
- (h) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (i) in relation to Zero Coupon Notes, the Amortised Face Amount; and
- (j) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

(j) Paying Agents

The names of the initial Agent and the other initial Paying Agents and their initial specified offices are set out below. The Issuer reserves the right at any time (subject to the approval of the Trustee) to vary or terminate the appointment of any Paying Agent and/or to appoint additional or other Paying Agents and/or to approve any change in the specified office of any Paying Agent, provided that:

- (i) there will be at all times a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; and
- (ii) so long as any Notes are listed on any stock exchange or admitted to listing by any other relevant listing authority, it will maintain a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or listing authority.

Any such variation, termination or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14 and provided further that neither the resignation nor the removal of the Agent shall take effect, except in the case of insolvency as aforesaid, until a new Agent has been appointed on terms approved by the Trustee.

(k) Calculation Agent

The Calculation Agent acts solely as an independent expert and not an agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Noteholders, Receiptholders or Couponholders. All calculations and determinations made in respect of the Notes by the Calculation Agent shall be in its sole and absolute discretion, in good faith, and shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Paying Agents, the Trustee and the Noteholders, Receiptholders or Couponholders. The Calculation Agent shall promptly notify the Issuer and the Paying Agent upon any such calculations and determinations, and (in the absence of wilful default, bad faith or manifest error) no liability to the Issuer, the Trustee, the Paying Agents, the Noteholders, the

Receipholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

(l) If the Issuer satisfies the Trustee that it is impossible to make payments of amounts due on the Notes in freely negotiable and convertible funds on the relevant due date for reasons beyond its control or that the Specified Currency or any successor currency provided for by law (the “Successor Currency”) is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payments in euro on the relevant due date on the basis of the Applicable Exchange Rate. Noteholders shall not be entitled to further interest or any additional amounts as a result of such payment. The Applicable Exchange Rate means the exchange rate of euro against the Specified Currency or the Successor Currency (if applicable) determined and published by the European Central Bank two Business Days prior to the relevant due date or, if that exchange rate is not available, the most recent prior practicable date.

7. TAXATION

All payments of principal and interest (if any) in respect of the Notes, Receipts and Coupons by the Issuer shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by or on behalf of the Kingdom of Norway or any authority thereof or therein having power to tax unless the Issuer is required by law to deduct or withhold such taxes, duties or governmental charges. In such event, the Issuer will pay such additional amounts as will result in the receipt by the holders of the Notes, Receipts or Coupons of the amount which would have been received in respect thereof in the absence of such deduction or withholding, except that no such additional amounts shall be payable in respect of any Note, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to such taxes, duties or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Kingdom of Norway other than the mere holding of the Note, Receipt or Coupon; or
- (b) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment at the close of such period of 30 days; or
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (d) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used herein, the “Relevant Date” in respect of any Note, Receipt or Coupon means the due date for payment thereof or, if the full amount of the moneys payable has not been received by the Agent or the Trustee on or prior to such due date, the date on which such moneys shall have been so received and notice to that effect shall have been duly given to the Noteholders in accordance with Condition 14.

References in these Conditions to any payment due in respect of the Notes, Receipts or Coupons shall be deemed to include any additional amount which may be payable under these provisions or under any undertaking given in addition thereto or in substitution therefor pursuant to the Trust Deed.

8. EVENTS OF DEFAULT

If any of the following events shall have occurred, the Trustee at its discretion may, and, if so requested in writing by the holders of not less than one-fifth in nominal amount of the Notes of this Series then outstanding or if so directed by an Extraordinary Resolution of the holders of the Notes of this Series,

shall, (but in the case of the occurrence of any of the events mentioned in paragraphs (b) to (f) below, only if the Trustee shall have certified to the Issuer that the occurrence of such event is in its opinion materially prejudicial to the interests of the holders of the Notes of this Series) declare the Notes of this Series to be, and upon such declaration those Notes shall become, immediately due and repayable, namely:

- (a) there is failure for more than 15 days to make payment of any amount of principal, premium or interest in respect of any Note of this Series; or
- (b) the Issuer shall fail duly to perform or observe any other term of, or undertaking or agreement in, the Trust Deed or the Notes of this Series required to be performed or observed by the Issuer and any such default shall continue for a period of 30 days after written notice is received by the Issuer from the Trustee specifying such default and requiring the Issuer to remedy the same; or
- (c) the security constituted by any mortgage or charge created by the Issuer becomes enforceable and steps are taken to enforce the same or any indebtedness for or in the nature of borrowed moneys created or owing by the Issuer becomes repayable prior to its stated maturity by reason of default or is not paid when due (or on the expiry of any applicable grace period); or
- (d) the Issuer refuses or fails to discharge any guarantee obligation contracted by it of any indebtedness for or in the nature of borrowed moneys when due to be discharged (or on the expiry of any applicable grace period); or
- (e) an encumbrancer takes possession of the whole or any substantial part of the assets of the Issuer or a distress or execution or other process is levied or enforced upon or sued out against any substantial part of the assets of the Issuer and is not in any such case discharged within 30 days or a receiver, administrator or other similar official is appointed of the Issuer or of any substantial part of its assets; or
- (f) an order of a competent court is made or an effective resolution is passed for the winding up or dissolution of the Issuer or any similar proceedings are taken in respect of the Issuer or the Issuer shall cease or threaten to cease to carry on the whole or substantially the whole of its business (other than in each case for the purposes of and followed by an amalgamation or reconstruction previously approved in writing by the Trustee) or the Issuer convenes a meeting for the purpose of making, or proposes or enters into, any arrangement or composition for the benefit of its creditors; or
- (g) the Issuer shall stop payment of its debts generally or shall be unable to pay its debts as they fall due or shall become bankrupt or insolvent or shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, dissolution, liquidation or similar proceeding, or any such proceeding shall be instituted by petition, application or otherwise against the Issuer and shall remain undismissed for a period of 30 days.

Notes which become immediately due and repayable pursuant to this Condition 8 shall be repaid by the Issuer at the Early Redemption Amount together (if appropriate) with accrued interest as provided in the Trust Deed.

9. ENFORCEMENT

At any time after the Notes of this Series become immediately due and repayable and have not been repaid the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce repayment thereof together with accrued interest (if any) and any other moneys payable by the Issuer under the Trust Deed, but it shall not be bound to institute any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution of the holders of the Notes of this Series or so requested in writing by holders of the Notes of this Series holding at least one-fifth in nominal amount of the Notes of this Series then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction. No holder of the Notes of this Series or of the relative Receipts or Coupons (if any) may proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable time and such failure is continuing.

10. PRESCRIPTION

Claims for payment of principal in respect of the Notes of this Series shall be prescribed upon the expiry of ten years, and claims for payment of interest (if any) in respect of the Notes of this Series shall be prescribed upon the expiry of 5 years, in each case from the Relevant Date (as defined in Condition 7) therefor, subject to the provisions of Condition 6. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 10 or Condition 6.

11. MEETINGS OF NOTEHOLDERS, MODIFICATION, SUBSTITUTION AND WAIVER

Provision is made in the Trust Deed for convening meetings of the Noteholders (or the holders of the Notes of any one or more Series) to consider any matters affecting their interests, including modification of the Notes of any one or more Series or the provisions of the Trust Deed. Any such modification must be authorised by an Extraordinary Resolution (which is defined in the Trust Deed to mean a resolution passed by a majority consisting of not less than 75 per cent. of the votes cast at a meeting of the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series)). The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing a clear majority in nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) whatever the nominal amount of Notes (or, as the case may be, the Notes of the relevant one or more Series) so held or represented, provided that at any adjourned such meeting the business of which includes the modification of certain terms, including the postponement of the dates of redemption of the Notes (or, as the case may be, the Notes of the relevant one or more Series), the reduction of the nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) or the rate of interest payable on, or any variation of the currency of payment of, the Notes (or, as the case may be, the Notes of the relevant one or more Series), the quorum will be one or more persons holding or representing not less than one-quarter in nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding. An Extraordinary Resolution duly passed at a meeting or an adjourned meeting will be binding on all Noteholders (or, as the case may be, all the holders of the Notes of the relevant one or more Series) (whether present at the meeting or not) and on all the relevant Receiptholders and Couponholders. The Trustee may agree, without the consent of the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) or the relevant Receiptholders or Couponholders, to any modification of the Trust Deed and/or the Notes (or, as the case may be, the Notes of the relevant one or more Series) and/or the relevant Receipts and/or Coupons (in each case other than to the terms referred to above) which, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) or to any such modification (in each case including the terms referred to above) which is of a formal, minor or technical nature or which is necessary to correct a manifest error or an error which is, in the opinion of the Trustee, proven and may similarly agree to the substitution of any corporation or any body as principal debtor, subject to the relevant provisions of the Trust Deed, to such conditions (if any) as the Trustee may require and to the Notes (or, as the case may be, the Notes of the relevant one or more Series) and the relevant Coupons being unconditionally and irrevocably guaranteed by the Issuer.

The Trustee may also, without the consent of the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) or the relevant Receiptholders or Couponholders, authorise or waive any proposed breach or breach by the Issuer of any of the provisions of the Trust Deed and/or the Notes (or, as the case may be, the Notes of the relevant one or more Series) and/or the relevant Receipts or Coupons which, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series). The Trust Deed also provides for a resolution in writing signed by or on behalf of all the holders of the Notes of one or more Series to be as effective and binding as if it were an Extraordinary Resolution duly passed at a meeting of the holders of the Notes of such one or more Series.

Any such modification, substitution, authorisation or waiver shall be binding on the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) and the relevant Receiptholders and Couponholders. Any such substitution and, unless the Trustee agrees otherwise, any such modification, shall be notified by the Issuer to the relevant Noteholders as soon as practicable in accordance with Condition 14.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, in particular but without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers, authorities or discretions for individual Noteholders, Receiptholders or Couponholders (or, as the case may be, the individual holders of the Notes, Receipts or Coupons of the relevant one or more Series) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political subdivision thereof and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

12. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

If a Note (including any Global Note), Receipt, Coupon or Talon is mutilated, defaced, destroyed, stolen or lost it may be replaced at the specified office of the Agent in London, or any other place approved by the Trustee of which notice shall have been published in accordance with Condition 14, on payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence, security, indemnity or otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

13. TRUSTEE, PAYING AGENTS AND CALCULATION AGENT

(a) The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and/or any company controlled by it without accounting for any profit resulting therefrom.

(b) The Agency Agreement contains provisions indemnifying the Agent (or any substitute Agent appointed by the Issuer with the approval of the Trustee) and the other Paying Agents and absolving the Agent and the other Paying Agents from responsibility in connection with certain matters.

(c) In acting under the Agency Agreement, the Agent and the other Paying Agents act solely as agents of the Issuer and do not assume any obligations or relationships of agency or trust for or with the Noteholders, the Receiptholders or the Couponholders.

(d) The Calculation/Determination Agency Agreement contains provisions indemnifying the Calculation Agent (or any substitute Calculation Agent appointed by the Issuer) and absolving the Calculation Agent from responsibility in connection with certain matters.

14. NOTICES

(a) All notices regarding the Notes of this Series will be valid if published in one leading English language daily newspaper published in London which is expected to be the *Financial Times* or, if this is not practicable in the opinion of the Trustee, in one other leading English language daily newspaper, which is approved by the Trustee, with circulation in the United Kingdom. Any notice published as aforesaid shall

be deemed to have been given on the date of the first publication or, if published in more than one newspaper, on the date of the first such publication in all the required newspapers. If publication as aforesaid is not practicable, notice will be valid if given in such other manner, and shall be deemed to have been given on such date, as the Issuer and the Trustee shall determine. Holders of Receipts, Coupons and Talons appertaining to the Notes of this Series will be deemed for all purposes to have notice of the contents of any notice given to the holders of the Notes of this Series in accordance with this Condition.

(b) In relation to the Notes of this Series, until such time as any Definitive Notes are issued, there may, so long as all the Global Notes for this Series are held in their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted, for such publication as aforesaid, the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes of this Series. Any such notice shall be deemed to have been given to the holders of the Notes of this Series on the next TARGET2 Business Day following the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

(c) Notices to be given by any holder of the Notes of this Series shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes of this Series are represented by a Global Note, such notice may be given by any holder of a Note of this Series to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

(d) In the case of VPS Cleared Notes, notices shall be given in accordance with the procedures of the VPS and shall be deemed to have been given to the relative Noteholders on the next TARGET2 Business Day following the day on which the relevant notice shall have been given in accordance with such procedures.

In these Conditions, "TARGET2 Business Day" means a Business Day on which the TARGET2 System is open.

15. FURTHER ISSUES

The Issuer is at liberty from time to time without the consent of the holders of the Notes of this Series or the holders of the relative Receipts and Coupons (if any) to create and issue pursuant to the Programme (as defined in the Trust Deed) further notes ranking equally in all respects (or in all respects save for the date for and amount of the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the Notes of this Series.

16. GOVERNING LAW AND JURISDICTION

The Trust Deed, the Notes, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of England. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of the courts of England in relation to any legal action or proceedings arising out of or in connection with the Trust Deed, the Notes, the Receipts, the Coupons and the Talons and has appointed Cheeswrights, or such other person as the Trustee may from time to time approve, as its agent for service of process in England in respect of such legal action or proceedings.

17. CONTRACTS RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this document, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used by the Issuer for its general funding purposes. If in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

EKSPORTFINANS ASA

In this section Eksportfinans ASA is referred to as Eksportfinans.

Eksportfinans was established and registered on 2 May 1962 under the laws of Norway as a limited liability company (registration number NO 816 521 432) and with an unlimited duration.

Eksportfinans' principal executive offices are located at Dronning Mauds gt. 15, N-0250 Oslo, Norway with telephone number +47 2201 2201.

Eksportfinans is the only specialised export lending institution in Norway and provides financing for a broad range of exports and for the internationalisation of Norwegian industry. Eksportfinans provides ship-financing, purchase of foreign assets and other export-related activities. To a lesser extent, Eksportfinans also provides financing for the purchase of Norwegian-produced capital goods and related services within Norway. Eksportfinans provides both commercial loans and government-supported financing.

Since 1978 Eksportfinans has been the exclusive provider of government-supported loans in Norway. In relation to the government-supported loans, fixed-interest loans are available according to the OECD Arrangement on Guidelines for Officially Supported Credits, which are agreed to by most of the member countries of the Organization for Economic Cooperation and Development. At the request of the Norwegian Government, Eksportfinans may also provide other types of financing.

Eksportfinans extends loans to both Norwegian and foreign companies in furtherance of Eksportfinans' strategy of promoting financing for Norwegian exports and the international operations of Norwegian industry, and to municipalities and counties.

The principal assets of Eksportfinans are its loans and investments, which are financed by Eksportfinans' equity capital and by borrowings principally in the international capital markets. The principal source of Eksportfinans' income is the excess of interest revenue on its assets over interest expense on its borrowings.

Eksportfinans' articles of association require that all of its loans be supported by, or extended against, guarantees or credit insurances issued by, or claims on Norway or other countries, including local, regional and foreign authorities and government institutions with high creditworthiness, Norwegian or foreign banks or insurance companies, internationally creditworthy Norwegian or foreign companies or certain types of collateral.

When Iceland introduced emergency law to deal with its national banking crisis, Eksportfinans discovered that Glitnir hf, which had acted as agent bank and guarantor, had failed to perform its duties as agent by not transferring to Eksportfinans prepayments of three loans that had been legally prepaid by the borrowers. To protect its claim against the bank, Eksportfinans has pursued and continues to pursue various legal measures and strategies to reclaim the unlawfully withheld amount in Iceland. Eksportfinans also participates in a syndicated loan to Glitnir hf. Save for these unauthorized actions by Glitnir hf acting as agent and the outstanding amounts under the Icelandic syndicated loan, the Company has incurred no loan losses to date.

The financial year for Eksportfinans is the calendar year.

The annual financial statements for the year ended 31 December 2009 have been audited by PricewaterhouseCoopers AS.

Major Shareholders

As of the date hereof, the following shareholders owned Eksportfinans' share capital:

<u>Shareholder</u>	<u>Percentage</u>
DnB NOR Bank ASA	40
Nordea Bank Norge ASA	23.21
The Norwegian State	15.00
Fokus Bank ASA	8.09
Others	13.7
Total	<u>100.00</u>

Each share in Eksportfinans represents one vote. There is only one class of shares. On 11 September 2001, the Norwegian State acquired a 15 per cent. stake in Eksportfinans through a new issuance of shares. As of the date hereof, commercial and savings banks own 85 per cent. of Eksportfinans's outstanding share capital. As of the date hereof, the Norwegian Government held 34 per cent. of the shares in DnB NOR.

Den norske Bank ASA and Union Bank of Norway (now DnB NOR Bank ASA), Nordea Bank Norge ASA, Fokus Bank ASA, and two minority shareholders have entered into a shareholders' agreement among themselves providing for mutual rights of first refusal in the event that any one or more of them desires to dispose of its shares in the Issuer.

Recent Events

On 7 May 2009, the Issuer entered into an agreement with Kommunal Landspensjonskasse (KLP) for the sale of all of the shares in its wholly owned subsidiary Kommunekreditt Norge AS (Kommunekreditt). The sale closed as scheduled on 24 June, 2009

MANAGEMENT

Board of Directors

<u>Name</u>	<u>Position</u>	<u>Executive</u>
Geir Bergvoll	Chairman	Head of the M&A Division of DnB NOR Bank and has 25 years of diversified management experience in the Norwegian banking sector.
Carl Steen	Vice Chairman	Head of Shipping Oil Services and the International Division at Nordia Bank Norge ASA and has 25 years of management from international banking.
Live Haukvik Aker	Director	Partner in Considium and has experience as CEO and CFO from different industry and service companies.
Tone Lunde Bakker	Director	Regional Director (Østlandet) at Fokus Bank and member of the Danske Bank CIB (Corporate and Institutional Banking) lea­dergroup.
Tor Bergstrom	Director	Executive Vice President of Anders Wilhelmsen & CO AS.
Marianne Heien Blystad	Director	Attorney at Law of Ro Sommernes Advokatfirma.
Bodil Palma Hollingseter	Director	Executive Vice President and Regional Director for Nord-More at Sparebanken More. Directorships with Alesund og Giske Tunnel- og Bruselskap AS and Helse Midt-Norge.
Tor Østbø	Director	Elected by and amongst the employees of Eksportfinans.

Management

<u>Name</u>	<u>Position</u>
Gisele Marchand	President and CEO
Olav Einar Rygg	Executive Vice President, Lending
Geir Ove Olsen	Executive Vice President, Financial Control
Christian Grøm	Executive Vice President, Risk Management
Jens Olav Feiring	Executive Vice President and General Counsel
Elise Lindbæk	Executive Vice President, Head of Staff
Oliver Siem	Executive Vice President, Capital Markets

The business address of each of the Directors is Dronning Mauds gate 15, 0250 Oslo, Norway.

All the Directors are non-executive Directors.

There are no potential conflicts of interest between the duties to the Issuer of the persons listed under “Board of Directors” and “Management” above and their private interests or other duties.

AUDITORS

The accounts of the Issuer are required to be audited annually by independent auditors who must be chartered accountants appointed by the Committee of Representatives. The accounts of the Issuer were audited without qualification in accordance with generally accepted auditing standards in Norway for the two years ended 31 December 2009 by PricewaterhouseCoopers AS, chartered accountants. The address of PricewaterhouseCoopers AS is Dronning Eufemiasgate 8, 0245 Oslo. The audited accounts are reviewed by the Committee of Representatives and approved by the shareholders of the Issuer at the Annual General Meeting. The Auditors have no material interest in the Issuer.

TAXATION

Norwegian Taxation

The following summary describes certain Norwegian tax consequences that may be relevant for persons not resident in Norway for tax purposes in relation to the acquisition, ownership and disposition of Notes. This summary addresses only Norwegian tax considerations for beneficiary holders that are initial purchasers of the Notes pursuant to the relevant offering and that will hold the debt securities as capital assets. It does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire the debt securities. This section is based on Norwegian law, regulations and judicial and administrative interpretations, in each case as in effect and available on the date of this annual report. All of the foregoing are subject to change, which change could under certain circumstances apply retroactively and could affect the consequences described below. Each investor should consult its own tax advisor with respect to possible Norwegian tax consequences of acquiring, owning or disposing of Notes in their particular circumstances.

Payments made by the Issuer under Notes to persons who are not Norwegian residents for tax purposes (“Non-residents”), whether in respect of principal or interest on Notes, are not subject to any tax imposed by Norway or any political subdivision thereof or therein except for payments attributable to such a person’s branch, permanent establishment or operation in Norway that may be subject to tax imposed by Norway or any political subdivision thereof or therein.

In the event that any withholding is subsequently imposed with respect to any such payment as described in Condition 9 of the Notes, the Issuer will (subject to certain exceptions and limitations) pay such additional amounts under the Notes as will result (after deduction of said withholding tax) in the payment of the amounts which would otherwise have been payable in respect of such Notes had there been no such withholding tax.

In addition, no income, capital gains, transfer or similar tax is currently imposed by Norway or any political subdivision thereof or therein on a sale, redemption or other disposition of Notes, except for payments attributable to a Non-resident’s branch, permanent establishment or operation in Norway that may be subject to tax imposed by Norway or any political subdivision thereof or therein.

A Non-resident who holds Notes is not subject to Norwegian wealth tax unless such person operates or participates in a business in Norway and such Notes are attributable to such business. Transfers of Notes by gift or inheritance may under certain circumstances be subject to Norwegian gift or inheritance tax, if (i) the Notes are transferred from a person who is a Norwegian citizen or a resident of Norway for gift/inheritance tax purposes; or (ii) the Notes are attributable to business conducted through a permanent establishment in Norway.

EU Savings Directive

Under the EU Council Directive 2003/48/EU on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission’s advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated Programme Agreement (such agreement as amended, supplemented or restated from time to time, the “Programme Agreement”) dated 2 June 2008 agreed with the Issuer a basis upon which they or any of them may agree to purchase Notes. The Issuer may also agree directly with any third party (other than a Dealer) to issue Notes to such Purchaser under the Programme. Any such agreement for any particular purchase by a Dealer or other such Purchaser will extend to those matters stated under “Terms and Conditions of the Notes” and “Form of the Notes” above. The Issuer will pay the Dealers commissions from time to time in connection with the sale of any Notes. No commission will be payable on any Notes sold directly by the Issuer to third party purchasers (other than Dealers). In the Programme Agreement the Issuer has agreed to reimburse and indemnify the Dealers for certain of their expenses and liabilities in connection with the establishment of the Programme and the issue of the Notes. The Dealers are entitled to be released and discharged from their obligations under the Programme Agreement in certain circumstances prior to payment to the Issuer.

1. United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the “Securities Act”) and may not be offered, sold or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that it will not offer or sell any Notes of any Series (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined by the Agent, of all Notes of such Series issued prior to such determination (the “Distribution Compliance Period”), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Each issue of Index Linked Notes will be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer or Dealers may agree as indicated in the applicable Final Terms. Each Dealer has agreed that it will offer, sell or deliver such Notes only in compliance with such additional U.S. selling restrictions.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “Non-exempt Offer”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (d) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (e) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes referred to in (b) to (e) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

2. United Kingdom

Each Dealer has represented and agreed that:

- (i) in relation to any Notes having a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

3. Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended; the “FIEL”) and each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws and regulations of Japan.

4. France

Each of the Dealers and the Issuer has represented and agreed that:

- (i) Offers to the public in France: it has only made and will only make an offer of Notes to the public (*appel public à l'épargne*) in France in the period beginning (a) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* (“AMF”), on the date of such publication or, (b) when a prospectus has been approved in another Member State of the European Economic Area which has implemented the Prospectus Directive, on the date of notification of such approval to the AMF, and ending at the latest on the date which is 12 months after the date of such publication, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF; or
- (ii) Private placement in France: it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, the relevant Final Terms or any other offering material relating to the Notes, and that such offers, sales and distributions have been and shall only be made in France to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 of the French *Code monétaire et financier*.

5. General

Each Dealer will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales and neither the Issuer nor any Dealer shall have responsibility therefor. In accordance with the foregoing, each Dealer warrants to and undertakes with the Issuer that any Notes purchased by it which it wishes to offer for sale or resale shall not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

With regard to each Series, the relevant Dealer will comply with any other additional restrictions as the Issuer and the relevant Dealer or Dealers shall agree as a term of issuance and purchase as indicated in the applicable Final Terms.

The issue procedures under the Agency Agreement also provide a mechanism for Purchasers (other than Dealers) to agree to be bound by the same selling restrictions as the Dealers.

GENERAL INFORMATION

1. Listing on the London Stock Exchange

The admission of the Programme to the Official List was originally granted on 11 July 1991. The admission of each Series of the Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Series of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market will be admitted separately as and when issued, subject only to the issue of a temporary global Note initially representing the Notes of such Series. Application has been made to the UK Listing Authority for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market. It is expected that the listing of the Programme in respect of Notes will be granted on or around 2 June 2010.

2. Material Change

Save as disclosed under the heading "Recent Events" on page 88, there has been no significant change in the financial position of the Issuer since 31 March 2008 and no material adverse change in the financial position or prospects of the Issuer and the Issuer since 31 December 2009, being the end of the financial year to which the latest published annual accounts relate.

3. Authorisation

The update of the Programme was authorised by resolutions of the Board of Directors of the Issuer passed on 15 December 2009.

4. Litigation

No member of the Issuer is or has been involved in any governmental, legal or arbitration proceedings which may have, or have had during the past 12 months, a significant effect on the Issuer's financial position or profitability, nor is the Issuer aware that any such proceedings are pending or threatened.

5. Clearance Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg which are the entities in charge of keeping the records. The appropriate codes allocated by Euroclear and Clearstream, Luxembourg together with the ISIN in respect of each Series of Notes will be contained in the relevant Final Terms. Transactions will normally be effected for settlement not earlier than two days after the date of the transaction. If the Notes are to clear through an additional or alternative clearing system (including VPS) the appropriate information will be specified in the relevant Final Terms. The address of Euroclear is 3 Boulevard du Roi Albert II, B.1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42, Avenue J.F. Kennedy, L-1855 Luxembourg.

6. Documents for Inspection

From the date hereof and throughout the life of the Programme and for so long as any Notes remain outstanding, copies of the following documents (and their English translations) may be inspected at the registered office of the Issuer at Dronning Mauds gate 15, 0250 Oslo and at the offices of Citibank, N.A, London Branch at 14th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB during usual business hours on any weekday (Saturdays and public holidays excepted):

- (i) the Articles of Association of the Issuer;
- (ii) the Report and Accounts of the Issuer for each of the financial years ended 31 December 2008 and 2009 together with the audit reports prepared in connection therewith;
- (iii) the Programme Agreement, the Trust Deed (which contains the forms of the Temporary and Permanent Global Notes, and the Definitive Notes, the Receipts, the Coupons and the Talons) and the Agency Agreement (which contains the form of the Final Terms);

- (iv) the latest annual Report and Accounts and interim reports of the Issuer (in each case together with the audit reports prepared in connection therewith); and
- (v) the latest Prospectus, any current supplementary prospectuses issued since the latest Prospectus, any Final Terms and, in the case of syndicated issues of listed Notes, the syndication agreement (or equivalent document).

7. Conditions for Determining Price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

8. Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

9. Dealers transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business.

ANNEX 1

ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Index Linked Notes shall comprise the terms and conditions of the Notes (the “**Conditions**”) and the Additional Terms and Conditions for Index Linked Notes set out below (the “**Index Linked Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Index Linked Conditions, the Index Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Index Linked Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

2. Definitions

For the purposes of these Index Linked Conditions:

“**Averaging Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, or on account of such date not being a Scheduled Trading Day, would have been the final Averaging Date, or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on the relevant Averaging Dates, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which the final Averaging Date was scheduled to fall.

“**Averaging Date**” means in respect of each Valuation Date, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day, or, if earlier, the Averaging Cut-Off Date). If any such day is a Disrupted Day:

- (a) if “**Omission**” is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level or price provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of “Valuation Date” will apply for purposes of determining the relevant level or price on the final Averaging Date, as if such final Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if “**Postponement**” is specified as applying in the applicable Final Terms, then the provisions of the definition of “Valuation Date” will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if “**Modified Postponement**” is specified as applying in the applicable Final Terms then:
 - (i) where the Index Linked Notes relate to a single Index, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with subparagraph (a)(ii) of the definition of “Valuation Date” below; and
 - (ii) where the Index Linked Notes relate to a Basket of Indices, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated

Averaging Date (the “**Scheduled Averaging Date**”) and the Averaging Date for an Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Index, and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of “Valuation Date” below,

for the purposes of these Index Linked Conditions “**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur.

“**Barrier Event Determination Day**” means, in respect of each Index and each Observation Period:

- (a) if the applicable Final Terms provide that the Barrier Event (intraday) provisions shall apply, each day on which the level of such Index is published and/or disseminated by the Index Sponsor during such Observation Period, regardless of whether or not such day is a Scheduled Trading Day for such Index (and if the Calculation Agent in its sole and absolute discretion determines that a Market Disruption Event is occurring at any time on any Barrier Event Determination Day, it shall disregard the period during which it determines in its sole and absolute discretion that such Market Disruption Event has occurred and is continuing for the purposes of determining whether or not a Barrier Event (intraday) has occurred); or
- (b) if the applicable Final Terms provide that the Barrier Event (closing) provisions shall apply, each Scheduled Trading Day for such Index during such Observation Period that is not a Disrupted Day for such Index.

“**Barrier Event Valuation Time (closing)**” means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, the Scheduled Closing Time on the relevant Exchange on the relevant Barrier Event Determination Day, as the case may be, in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Barrier Event Valuation Time (closing) is after the actual closing time for its regular trading session, then the Barrier Event Valuation Time (closing) shall be such actual closing time; and
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the relevant Exchange and (y) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; and
- (c) in relation to an Index which is specified in the applicable Final Terms as being a Proprietary Index, the time at which the Index Sponsor calculates and publishes the official closing level of the Index.

“**Barrier Event Valuation Time (intraday)**” means any time during the regular trading session (without regard to any after hours or any other trading outside of the regular session) on the Exchange.

“**Barrier Level**” means, in respect of an Index, such level for such Index as is specified in the applicable Final Terms.

“Basket of Indices” means, subject to adjustment in accordance with these Index Linked Conditions, a basket composed of indices in their relative proportions or number of indices, as specified in the applicable Final Terms.

“Component Security” means, in respect of an Index, any share or other component security included in such Index as determined by the Calculation Agent and related expressions shall be construed accordingly.

“Disrupted Day” means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index (provided that the Calculation Agent may, in its discretion, determine that such event instead results in the occurrence of an Index Disruption), (ii) the Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred; and
- (c) in relation to an Index which is specified in the applicable Final Terms as being a Proprietary Index, any Scheduled Trading Day on which a Market Disruption Event has occurred (provided that the Calculation Agent may, in its discretion, determine that such event instead results in the occurrence of an Index Disruption).

Upon the occurrence of a Disrupted Day, the Agent on behalf of the Issuer shall give notice as soon as practicable to the Holders stating the occurrence of the Disrupted Day, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the occurrence and effect of such Disrupted Day.

“Early Closure” means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange, as the case may be, at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange or Related Exchange, as the case may be, on such Exchange Business Day, or (b) the submission deadline for orders to be entered into on the relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange” means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, each exchange or quotation system specified as such for such Index in the applicable Final

Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange); and

- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

“Exchange Business Day” means (a) where the relevant Index is specified in the applicable Final Terms to be a Unitary Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time or (b) where the relevant Index is specified in the applicable Final Terms to be a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the relevant Related Exchange.

“Index” and **“Indices”** mean, subject to adjustment in accordance with the Index Linked Conditions, the indices or index specified in the applicable Final Terms and related expressions shall be construed accordingly.

“Index Closing Level” means, in respect of an Index and subject to these Index Linked Conditions and to “Valuation Date”, “Observation Date” below and “Averaging Date” above, as the case may be, an amount equal to the official closing level (which shall be deemed to be an amount in the Index Currency) of such Index as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or an Observation Date, as the case may be, or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date converted, if Exchange Rate is specified as applicable in the applicable Final Terms, into the Specified Currency at the Exchange Rate.

“Index Level” means, in respect of an Index and a time on a Scheduled Trading Day and subject to these Index Linked Conditions, the level of such Index at such time on such day as determined by the Calculation Agent.

“Index Performance” means the Index Performance specified in the applicable Final Terms.

“Index Sponsor” means, in relation to an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular

basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms.

“**Multi-Exchange Index**” means any Index which is specified as such in the applicable Final Terms, or, if not specified, any Index the Calculation Agent determines as such.

“**Observation Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the Scheduled Observation Date or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Observation Date, provided that the Observation Cut-Off Date shall not fall prior to the original date on which such Observation Date was scheduled to fall.

“**Observation Date**” means each Observation Date specified in the applicable Final Terms, or if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter, or, if earlier, the Observation Cut-Off. If any such day is a Disrupted Day, then:

- (a) where the Index Linked Notes relate to a single Index, that Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant level or price by determining the level of the Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 5 below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date);
- (b) where the Index Linked Notes relate to a Basket of Indices, that Observation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date and that Observation Date for each Index affected (each an “**Affected Index**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, or if such Observation Date falls on the Observation Cut-Off Date for an Index owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Index, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date for the Affected Index (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Index, the level of that Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of that Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 4) the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date).

“Observation Period” means, in respect of an Index:

- (a) if the consequence of “Extension” is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, following adjustment of such date pursuant to these Index Linked Conditions, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, following adjustment of such date pursuant to these Index Linked Conditions, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms); or
- (b) if the consequence of “No Extension” is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, prior to any adjustment of such date pursuant to these Index Linked Conditions, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, prior to any adjustment of such date pursuant to these Index Linked Conditions, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms).

“Observation Period End Date” means, in respect of an Index, each date specified as such in the applicable Final Terms.

“Observation Period Start Date” means, in respect of an Index, each date specified as such in the applicable Final Terms.

“Proprietary Index” means any Index which is specified as such in the applicable Final Terms, or, if not specified, any Index the Calculation Agent determines as such.

“Related Exchange” means, in relation to any Unitary Index or Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where “All Exchanges” is specified as the Related Exchange in the applicable Final Terms, **“Related Exchange”** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Index.

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

“Scheduled Trading Day” means in respect of:

- (a) any Unitary Index, any day on which each Exchange and each Related Exchange for the Index are scheduled to be open for trading for their respective regular trading sessions;
- (b) any Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index, and (ii) the Related Exchange for the Index is scheduled to be open for trading for its regular trading session; and
- (c) any Proprietary Index, any day on, or, as the case may be, in respect of, which the Index Sponsor is scheduled to publish the level of such Index.

“Scheduled Observation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

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

“**Trade Date**” means the date specified as a Trade Date in the applicable Final Terms.

“**Trading Disruption**” means:

- (a) in respect of any Unitary Index, any suspension of or limitation imposed on trading by any relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, (i) relating to securities that comprise 20 per cent. or more of the level of the Index on any relevant Exchange, or (ii) in futures or options contracts relating to the Index on any relevant Related Exchange; and
- (b) in respect of any Multi-Exchange Index, any suspension or limitation imposed on trading by any relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

“**Unitary Index**” means any Index which is specified as such in the applicable Final Terms, or, if not specified, any Index the Calculation Agent determines as such.

“**Valuation Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the Scheduled Valuation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date of payment of any amount calculated pursuant to the definition of Valuation Date.

“**Valuation Date**” means each Valuation Date specified in the applicable Final Terms or if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter, or, if earlier, the Valuation Cut-Off Date. If such day is a Disrupted Day, then:

- (a) where the Index Linked Notes relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant level or price by determining the level of the Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 5 below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date); or
- (b) where the Index Linked Notes relate to a Basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Index affected (each an “**Affected Index**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not

being a Scheduled Trading Day for the Index, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for the Affected Index (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Index, the level of that Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of that Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 4) the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date).

“Valuation Time” means:

- (a) in respect of any Unitary Index, (i) for the purposes of determining whether an Early Closure, an Exchange Disruption or a Trading Disruption has occurred in respect of (I) any Exchange the Scheduled Closing Time of the Exchange (provided that, if the relevant Exchange closes prior to its Scheduled Closing Time then the Valuation Time shall be such actual closing time), and (II) any options contracts or futures contracts on such Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor;
- (b) in respect of any Multi-Exchange Index, (i) for the purposes of determining whether an Early Closure, an Exchange Disruption or a Trading Disruption has occurred in respect of (I) any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security (provided that, if the relevant Exchange closes prior to its Scheduled Closing Time, then the Valuation Time shall be such actual closing time), and (II) any options contracts or futures contracts on the Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; and
- (c) in respect of any Proprietary Index, the time at which the Index Sponsor calculates and publishes the official closing level of the Index.

3. Market Disruption

“Market Disruption Event” means:

- (a) in respect of any Unitary Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of a Unitary Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in the Index at any time, then the relevant percentage contribution of such Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to such Component Security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event;

- (b) in respect of any Multi-Exchange Index either:
 - (i) (A) the occurrence or existence, in respect of any Component Security, of:

- I. a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - II. an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - III. an Early Closure; and
- (B) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, comprises 20 per cent. or more of the level of the Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of (A) a Trading Disruption, (B) an Exchange Disruption which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of a Multi-Exchange Index exists at any time, if a Market Disruption Event (as defined in the Share Linked Conditions in relation to a share) occurs in respect of a Component Security at that time, then the relevant percentage contribution of such Component Security, to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security, and (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market “opening data” (as defined in the Share Linked Conditions in relation to a share).

- (c) in respect of any Proprietary Index, the failure by the Index Sponsor to calculate and publish the level of the Index on any Scheduled Trading Day or in respect of such Scheduled Trading Day within the scheduled timeframe for publication.

4. Barrier Event

- (a) A “**Barrier Event (intraday)**” means (and a Barrier Event (intraday) shall be deemed to occur if), in respect of an Index, the Calculation Agent determines that the Index Level of such Index as of the Barrier Event Valuation Time (intraday) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Index and such Barrier Event Determination Day.

For the purpose of determining whether a Barrier Event (intraday) has occurred on any day, the definition of Market Disruption Event specified in Index Linked Condition 3 shall be amended such that (i) all references to “during the one hour period that ends at the relevant Valuation Time” shall be deleted, and (ii) in the definition of “Early Closure” appearing in Index Linked Condition 2, each reference to “Valuation Time” and “Scheduled Closing Time” shall be construed as a reference to “Barrier Event Valuation Time (intraday)”.

- (b) A “**Barrier Event (closing)**” means (and a Barrier Event (closing) shall be deemed to occur if), in respect of an Index, the Calculation Agent determines that the Index Closing Level of such Index as of the Barrier Event Valuation Time (closing) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Index and such Barrier Event Determination Day.

5. Adjustments and Corrections to an Index

(a) Successor Index Sponsor Calculates and Reports an Index

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

(b) Modification and Cessation of Calculation of an Index

If (i) on or prior to a Valuation Date, an Observation Date or an Averaging Date (or other relevant date, as determined by the Calculation Agent), the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation or contracts and other routine events) (an “**Index Modification**”), or permanently cancels a relevant Index and no Successor Index exists (an “**Index Cancellation**”), or (ii) on a Valuation Date, an Observation Date or an Averaging Date (or other relevant date, as determined by the Calculation Agent), the Index Sponsor or, if applicable, the Successor Index Sponsor fails to calculate and announce a relevant Index, provided that, in respect of an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index or a Proprietary Index, the Calculation Agent may, in its discretion, determine that such event instead results in the occurrence of a Disrupted Day (an “**Index Disruption**” and, together with an Index Modification and an Index Calculation, each an “**Index Adjustment Event**”), then the Calculation Agent may take the action described in (A) or (B) below:

- (A) after consultation with the Issuer, determine if such Index Adjustment Event has a material effect on the Index Linked Notes and, if so, calculate the relevant level or price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, Observation Date or Averaging Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (B) after consultation with the Issuer, require the Issuer to thereafter redeem all (but not some only) of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of an Index Adjustment Event, the Calculation Agent on behalf of the Issuer shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 14 giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action. The Issuer shall make available for inspection by Holders copies of any such determinations.

(c) Corrections to an Index

If the level of a relevant Index published on any Valuation Date, Observation Date or Averaging Date (or other relevant date, as determined by the Calculation Agent), as the case may be, by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor and which is utilised for any calculation or determination made for the purposes of the Index Linked Notes (a “**Relevant Calculation**”) is subsequently corrected and the correction (the “**Corrected Index Level**”) is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor no later than two Business Days prior to the date on which payment of any amount or delivery of any assets may have to be made pursuant to such Relevant Calculation then such Corrected Index Level shall be deemed to be the relevant level for such Index on such Averaging Date, Observation Date, Valuation Date (or other relevant date, as determined by the Calculation Agent), as the case may be, and the Calculation Agent shall use such Corrected Index Level in

determining the relevant level or price and/or whether the Barrier Event (closing) or Barrier Event (intraday), as the case may be, has been triggered.

6. Additional Disruption Events

Definitions applicable to Additional Disruption Events

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging.

“**Change in Law**” means that due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), any of the Issuer or the Calculation Agent determines, in its sole and absolute discretion, that (A) it has become illegal for the Issuer or any Hedging Party and/or any of their respective affiliates or agents to hold, acquire or dispose of any Hedge Positions or (B) the Issuer or any Hedging Party and/or any of their respective affiliates or agents will incur a materially increased cost in performing its obligations in relation to the Notes or any hedging arrangements in respect of the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer or any Hedging Party and/or any of their respective affiliates).

“**Hedging Disruption**” means that the Issuer or any Hedging Party and/or any of their affiliates or agents are unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of the Issuer issuing and performing its obligations with respect to the Notes or any hedging arrangements in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“**Hedge Positions**” means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, a Transaction.

“**Hedging Party**” means the Issuer and any party which is directly or indirectly hedging the equity price risk of the Notes through any hedge or related trading position.

“**Increased Cost of Hedging**” means that the Issuer or any Hedging Party and/or any of their affiliates or agents would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes or any hedging arrangements in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its affiliates or agents shall not be deemed an Increased Cost of Hedging.

Consequences of Additional Disruption Events

If an Additional Disruption Event occurs, the Calculation Agent in its sole and absolute discretion may take the action described in (a) or (b) below:

- (a) after consultation with the Issuer, determine in its sole and absolute discretion and in accordance with market practice the appropriate adjustment, if any, to be made to the Final Terms and/or any of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment, and thereafter require the Issuer to make such adjustment;

- (b) after consultation with the Issuer, require the Issuer to thereafter redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Calculation Agent on behalf of the Issuer shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the relevant Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

ANNEX 2

ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Share Linked Notes shall comprise the terms and conditions of the Notes (the “**Conditions**”) and the Additional Terms and Conditions for Share Linked Notes set out below (the “**Share Linked Note Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Share Linked Note Conditions, the Share Linked Note Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Share Linked Note Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

2. Definitions

For the purposes of these Share Linked Note Conditions:

“**Averaging Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, or on account of such date not being a Scheduled Trading Day, would have been the final Averaging Date, or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on the relevant Averaging Dates, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which the final Averaging Date was scheduled to fall.

“**Averaging Date**” means, in respect of each Valuation Date, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day, or, if earlier, the Averaging Cut-Off Date. If any such day is a Disrupted Day:

- (a) if “**Omission**” is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price; provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of “**Valuation Date**” will apply for purposes of determining the relevant level or price on the final Averaging Date, as if such final Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if “**Postponement**” is specified as applying in the applicable Final Terms, then the provisions of the definition of “**Valuation Date**” will apply for the purposes of determining the relevant price on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if “**Modified Postponement**” is specified as applying in the applicable Final Terms then:
 - (i) where the Share Linked Notes relate to a single Share, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Share, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with subparagraph (a)(ii) of the definition of “**Valuation Date**” below;
 - (ii) where the Share Linked Notes relate to a Basket of Shares, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated

Averaging Date (the “**Scheduled Averaging Date**”) and the Averaging Date for a Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Share, and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of “Valuation Date” below;’ or

for the purposes of these Share Linked Note Conditions “**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur.

“**Barrier Event Determination Day**” means, in respect of each Share and each Observation Period:

- (a) if the applicable Final Terms provide that the Barrier Event (intraday) provisions shall apply, each day on which the price of such Share is quoted on the relevant Exchange during such Observation Period, regardless of whether or not such day is a Scheduled Trading Day for such Share (and, for the avoidance of doubt, if the Calculation Agent in its sole and absolute discretion determines that a Market Disruption Event is occurring at any time on any Barrier Event Determination Day, it shall disregard the period during which it determines in its sole and absolute discretion that such Market Disruption Event has occurred and is continuing for the purposes of determining whether or not a Barrier Event (intraday) has occurred); or
- (b) if the applicable Final Terms provide that the Barrier Event (closing) provisions shall apply, each Scheduled Trading Day for such Share during such Observation Period that is not a Disrupted Day for such Share.

“**Barrier Event Valuation Time (closing)**” means, in respect of each Share to be valued, the Scheduled Closing Time on the relevant Exchange on the relevant Barrier Event Determination Day. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Barrier Event Valuation Time (closing) is after the actual closing time for its regular trading session, then the Barrier Event Valuation Time (closing) shall be such actual closing time.

“**Barrier Event Valuation Time (intraday)**” means any time during the regular trading session (without regard to any after hours or any other trading outside of the regular session) on the Exchange.

“**Barrier Level**” means, in respect of a Share, such price for such Share as is specified in the applicable Final Terms.

“**Basket**” means a basket composed of shares of each Share Company in the relative proportions or number of Shares of each Share Company specified in the applicable Final Terms.

“**Basket of Shares**” means a basket composed of Shares in their relative proportions or number of Shares, as specified in the applicable Final Terms.

“**Cash Settled Notes**” means Notes that entitle the holder, upon due exercise and subject to certification of non-U.S. beneficial ownership, to receive from the Issuer, on the Settlement Date, the Cash Settlement Amount.

“**Disrupted Day**” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred. Upon the occurrence of a Disrupted Day, the Agent on behalf of the Issuer shall give notice as soon as practicable to the Holders stating the occurrence of the Disrupted Day, giving details thereof and

the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the occurrence and effect of such Disrupted Day.

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

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

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

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any relevant Related Exchange.

“**Observation Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the Scheduled Observation Date or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Observation Date, provided that the Observation Cut-Off Date shall not fall prior to the original date on which such Observation Date was scheduled to fall.

“**Observation Date**” means each date specified as such in the applicable Final Terms, or if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter. If any such day is a Disrupted Day, then:

- (a) where the Share Linked Notes relate to a single Share, that Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Observation Cut-Off Date;
- (b) where the Share Linked Notes relate to a Basket of Shares, that Observation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date (or, if earlier, the Observation Cut-Off Date) and that Observation Date for each Share affected (each an “**Affected Share**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, or if such Observation Date falls on the Observation Cut-Off Date

owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date for such Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for the Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions.

“Observation Period” means, in respect of a Share:

- (a) if the consequence of “Extension” is specified in the applicable Final Terms to be applicable, each period commencing on, the Observation Period Start Date, following adjustment of such date pursuant to these Share Linked Conditions, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, following adjustment of such date pursuant to these Share Linked Conditions, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms); or
- (b) if the consequence of “No Extension” is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, prior to any adjustment of such date pursuant to these Share Linked Conditions, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, prior to any adjustment of such date pursuant to these Share Linked Conditions, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms).

“Observation Period End Date” means, in respect of a Share, each date specified as such in the applicable Final Terms.

“Observation Period Start Date” means, in respect of a Share, each date specified as such in the applicable Final Terms.

“Physical Delivery Notes” means Notes redeemed by physical delivery.

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

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

“Scheduled Observation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

“Scheduled Trading Day” means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

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

“**Shares**” and “**Share**” mean, subject to adjustment in accordance with these Share Linked Note Conditions, the shares or a share specified in the applicable Final Terms and related expressions shall be construed accordingly.

“**Share Closing Price**” means, in respect of a Share and any relevant date, subject to these Share Linked Note Conditions, an amount equal to the official closing price of such Share quoted on the relevant Exchange as determined by the Calculation Agent on such date.

“**Share Company**” means, in respect of a Share, the company that has issued such Share.

“**Share Performance**” means the Share Performance specified in the applicable Final Terms.

“**Share Price**” means, in respect of a Share and a time on a Scheduled Trading Day and subject to these Share Linked Note Conditions, the price of such Share at such time on such day as determined by the Calculation Agent.

“**Share Substitution Criteria**” means (and the Share Substitution Criteria shall be deemed to be satisfied if), unless otherwise provided in the applicable Final Terms, in respect of a Share and any other relevant share:

- (a) the relevant issuer of such other relevant share belongs to a similar economic sector as the Share Company of such Share; and
- (b) the relevant issuer of such other relevant share has a comparable market capitalisation and international standing as the Share Company in respect of such Share.

“**Trade Date**” means the date specified as a Trade Date in the applicable Final Terms.

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Share on the Exchange or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

“**Valuation Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the Scheduled Valuation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

“**Valuation Date**” means each Valuation Date specified in the applicable Final Terms, or if that is not a Scheduled Trading Day the first Scheduled Trading Day thereafter or, if earlier, the Valuation Cut-Off Date. If such day is a Disrupted Day, then:

- (a) where the Share Linked Notes relate to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to and including the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date;
- (b) where the Share Linked Notes relate to a Basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Share affected (each an

“**Affected Share**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price, in relation to such Share, in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for the Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

“**Valuation Time**” means the Valuation Time specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

3. **Barrier Event**

- (a) A “**Barrier Event (intraday)**” means (and a Barrier Event (intraday) shall be deemed to occur if), in respect of a Share, the Calculation Agent determines that the Share Price of such Share as of the Barrier Event Valuation Time (intraday) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Share and such Barrier Event Determination Day.

For the purpose of determining whether a Barrier Event (intraday) has occurred on any day, the definition of Market Disruption Event specified in Share Linked Condition 4 shall be amended such that (i) all references to “during the one hour period that ends at the relevant Valuation Time” shall be deleted, and (ii) in the definition of “Early Closure” appearing in Share Linked Condition 2, each reference to “Valuation Time” and “Scheduled Closing Time” shall be construed as a reference to “Barrier Event Valuation Time (intraday)”.

- (b) A “**Barrier Event (closing)**” means (and a Barrier Event (closing) shall be deemed to occur if), in respect of a Share, the Calculation Agent determines that the Share Closing Price of any Share as of the Barrier Event Valuation Time (closing) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Share and such Barrier Event Determination Day.

4. **Market Disruption**

“**Market Disruption Event**” means, in relation to a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, any time during the one hour period that ends at the Valuation Time for such Share or (iii) an Early Closure.

5. **Correction to Share Prices**

If the price of a Share published on any Valuation Date, Observation Date (or other relevant date, as determined by the Calculation Agent) as the case may be, or an Averaging Date, as the case may be, by the relevant Exchange and which is utilised for any calculation or determination made for the purposes of the Notes (a “**Relevant Calculation**”) is subsequently corrected and the correction (the “**Corrected Share Price**”) published by the relevant Exchange no later than two Business Days prior to the date on which payment of any amount or delivery of any assets may have to be made pursuant to such Relevant Calculation then such Corrected Share Price shall be deemed to be the relevant price for such Share on such Averaging Date, Observation Date or Valuation Date (or other relevant date, as determined by the Calculation Agent), as the case may be, and the Calculation Agent shall use such Corrected Share Price in

determining the relevant price and/or whether the Barrier Event (closing) or Barrier Event (intraday), as the case may be, has been triggered.

6. Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation and Insolvency

- (a) “**Potential Adjustment Event**” means any of the following:
- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event or, if Tender Offer is specified as applying in the applicable Final Terms, a Tender Offer) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
 - (ii) a distribution, issue or dividend to existing holders of the relevant Shares of (A) such Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
 - (iii) an extraordinary dividend as determined by the Calculation Agent;
 - (iv) a call by a Share Company in respect of relevant Shares that are not fully paid;
 - (v) a repurchase by the Share Company or any of its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
 - (vi) in respect of a Share Company an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
 - (vii) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

Following the declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends stock loan rate or liquidity relative to the relevant Share) and determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

If “Local Tax Adjustment” is specified in the applicable Final Terms as being applicable, then, in its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments

to the terms of the Notes, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

“**Local Taxes**” shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction (specified in the applicable Final Terms).

“**Offshore Investor**” shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of residence of the Issuer or any of its affiliates or agents.

Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 14, stating the adjustment to the terms of the Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

- (b) “**De-listing**” means, in respect of any relevant Shares;
- (i) in the case where the Exchange is not located in the United States, such Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or, if Tender Offer is specified as applying in the applicable Final Terms, a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union); or
 - (ii) in the case where the Exchange is located in the United States, such Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or, if Tender Offer is specified as applying in the applicable Final Terms, a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors).

If the Shares are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange in respect of such Shares.

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company (A) all the Shares of that Share Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of that Share Company become legally prohibited from transferring them.

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

“**Merger Event**” means, in respect of any relevant Shares, any (A) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (B) consolidation, amalgamation, merger or binding share exchange of a Share Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which does not result in a reclassification or change of

all of such Shares outstanding), (C) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (D) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before (I) in the case of Cash Settled Notes, the last occurring Valuation Date or Observation Date, as the case may be, or where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the relevant Note or (II) in the case of Physical Delivery Notes, the Maturity Date.

“**Nationalisation**” means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any terms of the Terms and Conditions and/or the applicable Final Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency made by any options exchange to options on the Shares traded on that options exchange and the relevant adjustments may in the case of adjustments following a Merger Event or Tender Offer include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares; or
- (ii) give notice to the Noteholders in accordance with Condition 14 and redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (iii) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the “**Options Exchange**”), require the Calculation Agent to make a corresponding adjustment to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms which adjustment will be effective as of the date determined by the Calculation

Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

(iv) unless the applicable Final Terms provide that “Share Substitution” shall not be applicable, then on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency or De-listing (as the case may be);

(I) Where the Share Linked Notes relate to a single Share, the Calculation Agent may substitute the share (the “**Substitute Share**”) selected by it in accordance with the Share Substitution Criteria in place of such Share (the “**Affected Share**”) which is affected by such Merger Event, Tender Offer, Nationalisation, Insolvency or De-listing and the Substitute Share will be deemed to be “Share” and the issuer of such shares, a “Share Company” for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms), the relevant price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$A \times (B/C)$$

Where:

“**A**” is the official closing price of the relevant Substitute Share on the relevant exchange, as determined by the Calculation Agent, on the date that the substitution is effected;

“**B**” is the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms) where such price is defined in the applicable Final Terms for the purposes of calculating any value or determining any amount payable in respect of the Notes; and

“**C**” is the official closing price of the relevant Affected Share on the relevant Exchange on the date that the substitution is effected.

(II) Where the Share Linked Notes relate to a Basket of Shares, the Calculation Agent may adjust the basket of Shares to include a share or shares (the “**Substitute Shares**”) selected by it in accordance with the Share Substitution Criteria in place of the Share(s) (the “**Affected Share(s)**”) which are affected by such Merger Event, Tender Offer, Nationalisation, Insolvency or De-listing and the Substitute Shares will be deemed to be “Shares” and the relevant issuer of each such share, a “Share Company” for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms),

the relevant price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$A \times (B/C)$$

Where:

“**A**” is the official closing price of the relevant Substitute Share on the relevant exchange, as determined by the Calculation Agent on the date that the substitution is effected;

“**B**” is the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms) where such price is defined in the applicable Final Terms for the purposes of calculating any value or determining any amount payable in respect of the Notes; and

“**C**” is the official closing price of the relevant Affected Share on the relevant Exchange on the date that the substitution is effected.

The weighting of each Substitute Share in the basket will be equal to the weighting of the relevant Affected Share.

Upon the occurrence of a Merger Event, De-listing, Nationalisation, Insolvency or, if applicable, Tender Offer, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 14 stating the occurrence of the Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be.

7. Additional Disruption Events

Definitions applicable to Additional Disruption Events

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging.

“**Change in Law**” means that, on or after the Initial Pricing Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), any of the Issuer or the Calculation Agent determines, in its sole and absolute discretion, that (A) it has become illegal for the Issuer or any Hedging Party and/or any of their respective affiliates or agents to hold, acquire or dispose of any relevant Share or (B) the Issuer or any Hedging Party and/or any of their respective affiliates or agents will incur a materially increased cost in performing its obligations in relation to the Notes or any hedging arrangements in respect of the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer or any Hedging Party and/or any of their respective affiliates).

“**Hedging Disruption**” means that the Issuer or any Hedging Party and/or any of their affiliates or agents are unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of the Issuer issuing and performing its obligations with respect to the Notes or any hedging arrangements in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“**Hedging Party**” means the Issuer, the Calculation Agent, any of their relevant affiliates, and any party which is directly or indirectly hedging the equity price risk of the Notes through any hedge or related trading position.

“**Increased Cost of Hedging**” means that the Issuer or any Hedging Party and/or any of their affiliates or agents would incur a materially increased (as compared with circumstances existing on the Initial Pricing Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes or any hedging arrangements in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its affiliates or agents shall not be deemed an Increased Cost of Hedging.

Consequences of Additional Disruption Events

If an Additional Disruption Event occurs, the Calculation Agent in its sole and absolute discretion may take the action described in (a) or (b) below:

- (a) after consultation with the Issuer, determine in its sole and absolute discretion and in accordance with market practice the appropriate adjustment, if any, to be made to the applicable Final Terms and/or any of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment, and thereafter require the Issuer to make such adjustment;
- (b) after consultation with the Issuer, require the Issuer to thereafter redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (c) require the Issuer to substitute a share or shares in accordance with paragraph 6(b)(iv) above.

Upon the occurrence of an Additional Disruption Event, the Calculation Agent on behalf of the Issuer shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the relevant Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

- (d) If the applicable Final Terms provide that “Share Substitution” is applicable upon the occurrence of an Additional Disruption Event, the provisions of Share Linked Condition 6(c)(iv)(I) or 6(c)(iv)(II) (as is applicable) shall apply in respect of an Additional Disruption Event where any reference to “Merger Event, Tender Offer, Nationalisation, Insolvency or De-listing” in Share Linked Conditions 6(c)(iv)(I) and 6(c)(iv)(II) shall be replaced by “Additional Disruption Event”, and any other relevant references shall be construed accordingly.

ANNEX 3

ADDITIONAL TERMS AND CONDITIONS FOR GDR/ADR LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to GDR/ADR Linked Notes shall comprise the terms and conditions of the Notes (the “**Conditions**”) and the Additional Terms and Conditions for GDR/ADR Linked Notes set out below (the “**GDR/ADR Linked Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Conditions and the GDR/ADR Linked Conditions, the GDR/ADR Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the GDR/ADR Linked Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

2. General

The provisions of Annex 2 – “Additional Terms and Conditions for Share Linked Notes” – shall apply to GDR/ADR Linked Notes; and

- (a) where the applicable Final Terms specifies that “Partial Lookthrough” shall apply to a GDR or ADR as applicable, then the provisions set out in GDR/ADR Linked Condition 4 (Partial Lookthrough) shall apply, and, in relation to such GDR or ADR respectively, the provisions of the Share Linked Conditions shall be deemed to be amended and modified as set out in GDR/ADR Linked Condition 4 (Partial Lookthrough); or
- (b) where the applicable Final Terms specifies that “Full Lookthrough” shall apply to a GDR or ADR as applicable, then the provisions set out in GDR/ADR Linked Condition 5 (Full Lookthrough) shall apply, and, in relation to such GDR or ADR respectively, the provisions of the Share Linked Conditions shall be deemed to be amended and modified as set out in GDR/ADR Linked Condition 5 (Full Lookthrough).

3. Definitions

For the purposes of these GDR/ADR Linked Conditions:

“**Deposit Agreement**” means, in relation to the Shares, the agreements or other instruments constituting the Shares, as from time to time amended or supplemented in accordance with their terms.

“**Depository**” means:

- (a) if GDR/ADR Linked Condition 4 (Partial Lookthrough) is applicable, the Share Company of the Shares; or
- (b) if GDR/ADR Linked Condition 5 (Full Lookthrough) is applicable, the Share Company in respect of the Shares or any successor issuer of the Shares from time to time.

“**DR Amendment**” means, where specified as applicable to a definition or provision, that the following changes shall be made to such definition or provision: (a) all references to “Shares” shall be deleted and replaced with the words “Shares and/or the Underlying Shares”; and (b) all references to “Share Company” shall be deleted and replaced with the words “Share Company or Underlying Shares Issuer, as appropriate”.

“**Early Payment Amount**” means an amount determined by the Calculation Agent on the second Business Day immediately preceding the due date for the early redemption or settlement of the Notes, representing the fair market value of such Notes taking into account all factors which the Calculation Agent determines relevant (including, if applicable, any accrued interest or Additional Amount) (but ignoring the event which resulted in such redemption) less all costs incurred by the

Issuer or any affiliate in connection with such early redemption or settlement, including, without limitation, any costs to the Issuer associated with unwinding any funding relating to the Notes, any costs associated with unwinding any underlying related hedging arrangements, and all other expenses related thereto, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

“**Underlying Shares**” means the shares or other securities which are the subject of the Deposit Agreement.

“**Underlying Shares Issuer**” means the issuer of the Underlying Shares.

4. Partial Lookthrough

- (a) The definition of “Potential Adjustment Event” in Share Linked Condition 6(a) shall be amended as follows:
 - (i) the DR Amendment shall be made, provided that an event under (i) to (vii) of the definition of “Potential Adjustment Event” in respect of the Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares;
 - (ii) “.” shall be deleted where it appears at the end of (vii) in the definition of “Potential Adjustment Event” and replaced with “; or”; and
 - (iii) the following shall be inserted as provision (viii): “(viii) the making of any amendment or supplement to the terms of the Deposit Agreement.”.
- (b) In making any adjustment following any Potential Adjustment Event, the Calculation Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be the early redemption or settlement of the Notes, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall redeem the Notes at their Early Payment Amount upon prior notice made to the Holders.
- (c) If a Potential Adjustment Event specified under (viii) of the definition of “Potential Adjustment Event” (as amended by (a) above) has occurred then the following amendments shall be deemed to be made to the Share Linked Conditions in respect of such Potential Adjustment Event:
 - (i) the words “has a diluting or concentrative effect on the theoretical value of the Shares” shall be deleted and replaced with the words “has an economic effect on the Notes”; and
 - (ii) the words “determines appropriate to account for that diluting or concentrative effect” shall be deleted and replaced with the words “determines appropriate to account for such economic effect on the Notes”.
- (d) The definitions of “Merger Event” and “Tender Offer” shall be amended in accordance with the DR Amendment.
- (e) If (x) a Merger Event occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (f) Following the declaration by the Underlying Shares Issuer of the terms of any Merger Event or Tender Offer, then in each case where the Calculation Agent makes an adjustment to the Notes

the Calculation Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

- (g) The definitions of “Nationalisation”, “Insolvency” and “De-listing” shall be amended in accordance with the DR Amendment.
- (h) Notwithstanding anything to the contrary in the definition of “De-listing”, a De-listing shall not occur in respect of the Underlying Shares if the Underlying Shares are immediately re-listed, re-traded or re-quoted on an exchange or quotation system regardless of the location of such exchange or quotation system.
- (i) If a De-listing Nationalisation or Insolvency occurs in relation to the Underlying Shares or the Underlying Shares Issuer, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (j) The paragraph in Share Linked Condition 6(c) which provides as follows: “If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:” shall be deemed to be replaced by “If (x) a Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:”.
- (k) Each reference to “Merger Event” in Share Linked Condition 6(c)(i), (ii), (iii) and (iv) shall be deemed to be replaced with a reference to “Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated.”.
- (l) If Hedging Disruption and Increased Cost of Hedging are specified as being applicable in the applicable Final Terms, the definitions of “Hedging Disruption” and “Increased Cost of Hedging” in Share Linked Condition 8(a) shall each be amended as follows:
 - (i) the words “any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Share Linked Notes” shall be deleted and replaced with the words “any Share(s)”; and
 - (ii) the words “any such transaction(s) or asset(s)” shall be deleted and replaced with the words “any Share(s)”.
- (m) If Insolvency Filing is specified as being applicable in the applicable Final Terms, the definition of “Insolvency Filing” in Share Linked Condition 8(a) shall be amended in accordance with the DR Amendment.
- (n) For the avoidance of doubt, where a provision is amended pursuant to this GDR/ADR Linked Condition 4 (Partial Lookthrough) in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Shares or the Underlying Shares Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

5. Full Lookthrough

- (a) The definition of Potential Adjustment Event shall be amended as follows:
 - (i) the DR Amendment shall be made, provided that an event under (i) to (vii) of the definition of “Potential Adjustment Event” in respect of the Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares;

- (ii) “.” shall be deleted where it appears at the end of (vii) in the definition of “Potential Adjustment Event” and replaced with “; or”; and
 - (iii) the following shall be inserted as provision (viii): “(viii) the making of any amendment or supplement to the terms of the Deposit Agreement.”.
- (b) In making any adjustment following any Potential Adjustment Event, the Calculation Agent shall (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall redeem the Notes at their Early Payment Amount upon prior notice made to the Holders.
- (c) If a Potential Adjustment Event specified under (viii) of the definition of “Potential Adjustment Event” (as amended by (a) above) then the following amendments shall be deemed to be made to Share Linked Condition 4 in respect of such Potential Adjustment Event:
- (i) the words “determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares” shall be deleted and replaced with the words “determine whether such Potential Adjustment Event has an economic effect on the Notes”; and
 - (ii) the words “determines appropriate to account for that diluting or concentrative effect” shall be deleted and replaced with the words “determines appropriate to account for such economic effect on the Notes”.
- (d) The definitions of “Merger Event” and “Tender Offer” shall be amended in accordance with the DR Amendment.
- (e) If (x) a Merger Event occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (f) Following the declaration by the Underlying Shares Issuer of the terms of any Merger Event or Tender Offer in relation to the Underlying Shares, then in each case where the Calculation Agent makes an adjustment to the Notes the Calculation Agent shall (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.
- (g) The definitions of “Nationalisation”, “Insolvency” and “Delisting” shall be amended in accordance with the DR Amendment.
- (h) If a De-listing Nationalisation or Insolvency occurs in relation to the Underlying Shares or the Underlying Shares Issuer, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (i) The paragraph in Share Linked Condition 6(c) which provides as follows: “If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:” shall be deemed to be replaced by “ If (x) a Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:”.

- (j) Each reference to “Merger Event” in Share Linked Condition 6(c) shall be deemed to be replaced with a reference to “Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated.”.
- (k) The definition of any Additional Disruption Event specified as applicable in the applicable Final Terms shall be amended in accordance with the DR Amendment.
- (l) If applicable, the definition of “Hedging Shares” in Share Linked Condition 8(a) shall be amended in accordance with the DR Amendment.
- (m) For the purpose of determining whether a Market Disruption Event has occurred in respect of the Share, the following amendments shall be deemed to be made to the Share Linked Conditions:
 - (i) each reference to the “Exchange” in the definitions of “Exchange Business Day”, “Scheduled Closing Time”, “Scheduled Trading Day”, “Trading Disruption”, “Exchange Disruption” and “Early Closure” shall be deemed to include a reference to the primary exchange or quotation system on which the Underlying Shares are traded, as determined by the Calculation Agent; and
 - (ii) the definitions of “Market Disruption Event”, “Trading Disruption”, “Exchange Disruption” and “Related Exchange” shall be amended in accordance with the DR Amendment.
- (n) For the avoidance of doubt, where a provision is amended pursuant to this GDR/ADR Linked Condition 5 (Full Lookthrough) in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Shares or the Underlying Shares Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

ANNEX 4

ADDITIONAL TERMS AND CONDITIONS FOR FX LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to FX Linked Notes shall comprise the terms and conditions of the Notes (the “**Conditions**”) and the Additional Terms and Conditions for FX Linked Notes set out below (the “**FX Linked Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Conditions and the FX Linked Conditions, the FX Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the FX Linked Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

2. Definitions

“**Averaging Cut-Off Date**” means, in respect of an Averaging Date, the fifth FX Business Day immediately following the original date on which the final Averaging Date was scheduled to fall, or, if earlier, the FX Business Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Averaging Date, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which such final Averaging Date was scheduled to fall.

“**Averaging Date**” means, in respect of each Valuation Date, each Averaging Date specified in the applicable Final Terms, or, if that is not an FX Business Day the first following day which is an FX Business Day, or, if earlier the Averaging Cut-Off Date (such day, the “**Scheduled Averaging Date**” corresponding to such Averaging Date). If an Averaging Date falls on the Averaging Cut-Off Date, then, subject to the applicable Final Terms, the next applicable Disruption Fallback specified as a consequence of an FX Market Disruption Event shall apply (as if an FX Market Disruption Event had occurred), or, if none is specified, Calculation Agent Determination shall be deemed to apply.

“**Base Currency**” means the currency specified as such in the applicable Final Terms.

“**Calculation Agent Determination**” means, in respect of a Currency Price and any relevant day, that such Currency Price for such relevant day (or a method for determining such Currency Price) will be determined by the Calculation Agent taking into consideration all available information that in good faith it deems relevant.

“**Currency Price**” means, in relation to each Note the Currency Price specified in the applicable Final Terms, or if not so specified in the applicable Final Terms, in respect of each Subject Currency, an amount equal to the spot rate of exchange appearing on the FX Price Source at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged).

“**Currency-Reference Dealers**” means, in respect of any relevant day, that the Calculation Agent will request each of the Reference Dealers to provide a quotation of its rate at which it will buy one unit of the Base Currency in units of the Subject Currency at the applicable Valuation Time on such relevant day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Calculation Agent at or around the applicable Valuation Time on such relevant day.

“**Disruption Fallback**” means, in respect of a Currency Price, Calculation Agent Determination, Currency-Reference Dealers, EM Valuation Postponement, Fallback Reference Price, Other Published Sources, Postponement and/or such other sources or methods specified as such or otherwise determined as

an alternative basis for determining such Currency Price as may be provided in the applicable Final Terms. The applicable Disruption Fallback in respect of a Currency Price shall be as specified in the applicable Final Terms, and if two or more Disruption Fallbacks are specified, unless otherwise provided in the Final Terms, such Disruption Fallbacks shall apply in the order specified in the applicable Final Terms, such that if the Calculation Agent determines that the Currency Price cannot be determined by applying one Disruption Fallback, then the next Disruption Fallback specified shall apply.

“Fallback Reference Price(s)” means, in respect of a Currency Price, that the Currency Price for the relevant date will be the alternate price source(s) specified in the applicable Final Terms for such Currency Price, applied in the order specified in the applicable Final Terms.

“FX Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of a FX Market Disruption Event would have settled payments and been open for general business in each of the Specified Financial Centres specified in the applicable Final Terms.

“FX Disrupted Day” means any FX Business Day on which a FX Market Disruption Event occurs. Upon the occurrence of an FX Disrupted Day, the Agent on behalf of the Issuer shall give notice as soon as practicable to the Holders stating the occurrence of the FX Disrupted Day, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the occurrence and effect of such FX Disrupted Day.

“FX Market Disruption Event” means:

- (a) in respect of a Currency Price, the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption and/or any FX Trading Suspension or Limitation and/or, if specified as applicable in the Final Terms, any Inconvertibility Event and/or any other event specified as applicable in the applicable Final Terms; and
- (b) if the applicable Final Terms provides that the EM Currency Provisions shall apply to a Currency Price, in respect of such Currency Price, the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption, Price Materiality Event and/or, if specified as applicable in the Final Terms, any Inconvertibility Event and/or Non-Transferability Event and/or any other event specified as applicable in the applicable Final Terms.

“FX Price Source(s)” means, in respect of a Currency Price, the price source(s) specified in the applicable Final Terms for such Currency Price, or if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

“FX Price Source Disruption” means it becomes impossible or otherwise impracticable to obtain and/or execute the relevant rate(s) required to calculate the Currency Price on the Averaging Date or Valuation Date or other relevant date, or, if different, the day on which rates for that Averaging Date or Valuation Date or other relevant date, as the case may be, would in the ordinary course be published or announced by the relevant FX Price Source.

“FX Trading Suspension or Limitation” means the suspension of and/or limitation of trading in the rate(s) required to calculate the relevant Currency Price in the Interbank Market provided that such suspension or limitation of trading is material in the opinion of the Calculation Agent.

“Inconvertibility Event” means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of any action, event or circumstance whatsoever which, from a legal or practical perspective:

- (a) has the direct or indirect effect of hindering, limiting or restricting (i) the convertibility of the relevant Subject Currency into the Base Currency, or (ii) the transfer of the Subject Currency

or the Base Currency to countries other than the countries for which the Subject Currency or the Base Currency, as the case may be, is the lawful currency (including without limitation, by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions); and

- (b) results in the unavailability of any relevant Base Currency or Subject Currency in the interbank foreign exchange market in any Specified Financial Centre(s) in accordance with normal commercial practice.

“**Interbank Market**” means the over-the-counter foreign exchange spot market open continuously from and including 5.00 a.m. Sydney time on a Monday in any week to and including 5.00 p.m. New York time on the Friday of such week.

“**Maximum Days of Postponement**” means five (5) FX Business Days or such other number of FX Business Days (or other type of days) as specified in the applicable Final Terms.

“**Non-Transferability Event**” means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of any event that generally makes it impossible to (a) deliver the Base Currency from accounts inside the Subject Currency Jurisdiction to accounts outside the Subject Currency Jurisdiction or (b) the Subject Currency between accounts inside the Subject Currency Jurisdiction or to a party that is a non-resident of the Subject Currency Jurisdiction.

“**Other Published Sources**” means, in respect of any relevant day, that the Calculation Agent will determine the Currency Price on such relevant day on the basis of the exchange rate for one unit of the Base Currency in terms of the Subject Currency published by available recognised financial information vendors (as selected by the Calculation Agent) other than the applicable FX Price Source, at or around the applicable Valuation Time on such relevant day.

“**Postponement**” means, in respect of a Valuation Date or an Averaging Date, if such day (or, if applicable, if the original day on which such Valuation Date or an Averaging Date, as the case may be, is scheduled to fall (as specified in the applicable Final Terms) is postponed on account of such original day not being an FX Business Day, such postponed day) is an FX Disrupted Day, then:

- (a) where the FX Linked Notes relate to a single Currency Price, such Valuation Date or Averaging Date, as the case may be, shall be the first succeeding FX Business Day that is not an FX Disrupted Day, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Valuation Date or Scheduled Averaging Date, as the case may be, is an FX Disrupted Day. In that case, (i) that last consecutive FX Business Day shall be deemed to be the Valuation Date or the Averaging Date, as the case may be (notwithstanding the fact that such day may be an FX Disrupted Day) and (ii) the next applicable Disruption Fallback shall apply; or
- (b) where the FX Linked Notes relate to a Basket of Currency Prices, such Valuation Date or Averaging Date, as the case may be, for each Currency Price not affected by the occurrence of an FX Disrupted Day shall be the Scheduled Valuation Date or Scheduled Averaging Date, as the case may be, and the Valuation Date for each Currency Price affected (each an “**Affected Currency Price**”) by the occurrence of an FX Disrupted Day shall be the first succeeding FX Business Day that is not an FX Disrupted Day relating to the Affected Currency Price, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Valuation Date or Scheduled Averaging Date, as the case may be, is an FX Disrupted Day. In that case for each Affected Currency Price, (i) that last consecutive FX Business Day shall be deemed to be the Valuation Date or the Averaging Date, as the case may be (notwithstanding the fact that such day may be an FX Disrupted Day) and (ii) the next applicable Disruption Fallback shall apply.

“Price Materiality Event” means, in respect of a Currency Price and a Valuation Date, Averaging Date or other relevant date, that the FX Price Source differs from the Fallback Reference Price by at least the Price Materiality Percentage (and if both an FX Price Source Disruption and a Price Materiality Event occur or exist on any day, it shall be deemed that an FX Price Source Disruption and not a Price Materiality Event occurred or existed on such day).

“Price Materiality Percentage” means the percentage specified as such in the applicable Final Terms.

“Reference Dealers” means, in respect of each Subject Currency, four leading dealers in the relevant foreign exchange market, as determined by the Calculation Agent (or any other number of dealers as specified in the applicable Final Terms).

“Specified Financial Centre(s)” means the financial centre(s) specified in the applicable Final Terms.

“Subject Currency” means the currency specified as such in the applicable Final Terms.

“Subject Currency Jurisdiction” means the country for which the Subject Currency is the lawful currency.

“Valuation Cut-Off Date” means, in respect of a Valuation Date, the fifth FX Business Day immediately following the original date on which such Valuation Date was scheduled to fall, or, if earlier, the FX Business Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

“Valuation Date” means each Valuation Date specified in the applicable Final Terms or if that is not an FX Business Day the first following day which is an FX Business Day, or, if earlier the Valuation Cut-Off Date (such day, the **“Scheduled Valuation Date”** corresponding to such Valuation Date). If a Valuation Date falls on the Valuation Cut-Off Date, then, subject to the applicable Final Terms, the next applicable Disruption Fallback specified as a consequence of an FX Market Disruption Event shall apply (as if an FX Market Disruption Event had occurred), or, if none is specified, Calculation Agent Determination shall be deemed to apply.

“Valuation Time” means the Valuation Time specified in the applicable Final Terms.

3. EM Currency Provisions: Unscheduled Holiday

- (a) If the applicable Final Terms provides that the EM Currency Provisions shall apply to a Currency Price and any Valuation Date or Averaging Date or other relevant date, as the case may be, and that Unscheduled Holidays shall be applicable, then, in respect of such Valuation Date or Averaging Date or other relevant date, as the case may be, if the Calculation Agent determines that the original date on which such date would fall is an Unscheduled Holiday, then such Valuation Date or Averaging Date or other relevant date, as the case may be, shall be postponed to the first FX Business Day falling after such original date, provided that if such first FX Business Day has not occurred on or before the last day of the Maximum Days of Deferral, then the next day after the Last Deferred Date that would have been an FX Business Day but for a Unscheduled Holiday shall be deemed to be such Valuation Date or Averaging Date or other relevant date, as the case may be.

- (b) The following terms and expressions shall have the following meanings:

“Last Deferred Day” means, in respect of any postponement by a number of days equal to the Maximum Days of Deferral, the last day to which such day is postponed.

“Maximum Days of Deferral” means seven (7) calendar days or such other number of calendar days (or other type of days) as specified in the applicable Final Terms.

“**Unscheduled Holiday**” means, in respect of an EM Currency Price, a day that is not an FX Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9.00 a.m., local time in the Specified Financial Centre in respect of such Subject Currency, two FX Business Days prior to such day.

4. EM Currency Provisions: EM Valuation Postponement

If the applicable Final Terms provides that the EM Currency Provisions shall apply to a Currency Price and any Valuation Date or Averaging Date or other relevant date, and that EM Valuation Postponement shall be applicable, then, in respect of such Valuation Date or Averaging Date or other relevant date, as the case may be, if the Calculation Agent determines that the original date on which such date would fall, or, if specified in the applicable Final Terms, the Adjusted Day in respect of such original date, is an FX Disrupted Day, then such Valuation Date or Averaging Date or other relevant date, as the case may be, shall be the first FX Business Day which is not an FX Disrupted Day unless an FX Market Disruption Event continues to exist (measured from such original date or the Adjusted Day) for a consecutive number of calendar days equal to the Maximum Days of EM Valuation Postponement. In that case, the Currency Price will be determined on the next FX Business Day after the Maximum Days of EM Valuation Postponement in accordance with the next applicable Disruption Fallback as specified in the applicable Final Terms.

Where:

“**Adjusted Day**” means, in respect any Valuation Date or Averaging Date or other relevant date, if the original day on which such Valuation Date or Averaging Date or other relevant date, as the case may be, is an FX Business Day, such original day, or if such original day is not an FX Business Day, the first FX Business Day falling after the original day on which such Valuation Date or Averaging Date or other relevant date is scheduled to fall.

“**Maximum Days of EM Valuation Postponement**” means seven (7) calendar days or such other number of calendar days (or other type of days) as specified in the applicable Final Terms.

5. EM Currency Provisions: Cumulative Events

If the applicable Final Terms provides that the EM Currency Provisions shall apply to a Currency Price and any Valuation Date or Averaging Date or other relevant date, and that Cumulative Events shall be applicable, then the total number of consecutive calendar days during which either (a) such Valuation Date or Averaging Date or other relevant date, as the case may be, is deferred due to an Unscheduled Holiday, or (b) an EM Valuation Postponement shall occur in respect of such Valuation Date or Averaging Date or other relevant date, as the case may be (or any combination of (a) and (b)), exceed the Maximum Days of Cumulative Postponement in the aggregate. Accordingly, (i) if such Valuation Date or Averaging Date or other relevant date is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement owing to an EM Valuation Postponement, and an Unscheduled Holiday shall have occurred or be continuing on the day following the relevant Last Postponed Day that otherwise would have been an FX Business Day, then such day shall be deemed to be such Valuation Date or Averaging Date or other relevant date, as the case may be, and (ii) if such Valuation Date or Averaging Date or other relevant date is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement owing to Unscheduled Holidays, on the first day after the Last Postponed Day, an applicable FX Market Disruption Event shall have occurred or be continuing, then the Currency Price in respect of such Valuation Date or Averaging Date or other relevant date shall be determined in accordance with the next applicable Disruption Fallback.

Where:

“**Last Postponed Day**” means, in respect of any postponement by a number of days equal to the Maximum Days of Cumulative Postponement, the last day to which such day is postponed; and

“**Maximum Days of Cumulative Postponement**” means seven (7) calendar days or such other number of calendar days (or other type of days) as specified in the applicable Final Terms.

6. **Corrections to Published and Displayed Rates**

- (a) In any case where a Currency Price is based on information obtained from the Reuters Monitor Money Rates Service, or any other financial information service, the Currency Price will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.
- (b) Notwithstanding FX Linked Condition 6(a), in any case where the Currency Price is based on information published or announced by any governmental authority in a relevant country, the Currency Price will be subject to the corrections, if any, to that information subsequently published or announced by that source within five days of the relevant date, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.

7. **Successor Currency**

Where the applicable Final Terms specify that “Successor Currency” is applicable in respect of a Currency Price, then:

- (a) each Subject Currency and Base Currency will be deemed to include any lawful successor currency to the Subject Currency or Base Currency (the “**Successor Currency**”);
- (b) if the Calculation Agent determines that on or after the Issue Date (or such other date as specified in the applicable Final Terms) but on or before any relevant date under the Notes on which an amount may be payable, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Issue Date or any Successor Currency, as the case may be (the “**Original Currency**”) for a Successor Currency, then for the purposes of calculating any amounts of the Original Currency or effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by the relevant country of the Original Currency for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place, as determined by the Calculation Agent. If there is more than one such date, the date closest to such relevant date will be selected (or such other date as may be selected by the Calculation Agent in its sole and absolute discretion);
- (c) notwithstanding paragraph (b) above but subject to paragraph (d) below, the Calculation Agent may (to the extent permitted by the applicable law), in good faith and in a commercially reasonable manner, select such other exchange rate or other basis for the conversion of an amount of the Original Currency to the Successor Currency and, will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Notes to account for such elimination, conversion, redenomination or exchange of the Subject Currency or Base Currency, as the case may be; and
- (d) notwithstanding the foregoing provisions, with respect to any Subject Currency or Base Currency that is substituted or replaced by the Euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.

8. Rebasing of Notes

If the applicable Final Terms specify that “Rebasing” is applicable, then if, on or prior to any Valuation Date or Averaging Date or any other relevant date, the Calculation Agent is unable to obtain a value for a Subject Currency (because the Subject Currency and/or Base Currency ceases to exist, or for any other reason other than a temporary disruption, as determined by the Calculation Agent), the Calculation Agent may rebase the Notes against another foreign exchange rate determined by the Calculation Agent, in its sole and absolute discretion, to be a comparable foreign exchange rate. If the Calculation Agent determines in its sole and absolute discretion that there is not such a comparable foreign exchange rate, the Issuer may elect to redeem or settle the Notes by notice to Holders on the date specified in the notice at the Early Payment Amount of each Note.

9. Additional Disruption Events

Definitions applicable to Additional Disruption Events

“**Additional Disruption Event**” means (a) a Change in Law, and, (b) if Hedging Disruption is specified in the applicable Final Terms to be applicable, a Hedging Disruption.

“**Change in Law**” means that, on or after the Issue Date (or such other date as specified in the applicable Final Terms) of the Notes (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (x) it has become illegal to hold, acquire or dispose of any relevant currency or asset, or (y) the Issuer or any affiliate(s) of the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer’s obligations under the Notes will incur a materially increased cost in performing its obligations in relation to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Hedging Disruption**” means that the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer’s obligations in relation to the Notes is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of the Issuer issuing and the Issuer performing its obligations with respect to or in connection with the relevant Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

Consequences of Additional Disruption Events

If an Additional Disruption Event occurs, the Calculation Agent in its sole and absolute discretion may take the action described in (a) or (b) below:

- (a) after consultation with the Issuer, determine in its sole and absolute discretion and in accordance with market practice the appropriate adjustment, if any, to be made to the Final Terms and/or any of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment, and thereafter require the Issuer to make such adjustment;
- (b) after consultation with the Issuer, require the Issuer to thereafter redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the relevant Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

ANNEX 5

ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Commodity Linked Notes shall comprise the terms and conditions of the Notes (the “**Conditions**”) and the Additional Terms and Conditions for Commodity Linked Notes set out below (the “**Commodity Linked Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Commodity Linked Conditions, the Commodity Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Commodity Linked Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

2. Definitions

“**Basket**” means a basket comprised of Commodities in the relative proportions or number of Commodities, as specified in the applicable Final Terms.

“**Basket of Commodities**” means a basket comprising Commodities in their relative proportions or numbers of Commodities, as specified in the applicable Final Terms.

“**Calculation Agent Determination**” means that the Calculation Agent will determine the Relevant Price (or method for determining the Relevant Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in good faith it deems relevant.

“**Commodity**” and “**Commodities**” means, subject to adjustment in accordance with these Commodity Linked Conditions, in the case of an issue of Commodity Linked Notes relating to a Basket of Commodities, each commodity and, in the case of an issue of Commodity Linked Notes relating to a single Commodity, the Commodity, in each case specified in the applicable Final Terms and related expressions shall be construed accordingly.

“**Commodity Business Day**” has the meaning given it in the applicable Final Terms.

“**Commodity Cut-Off Date**” means, in respect of a Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) the date specified in the applicable Final Terms, or if not so specified, the day falling two Business Days immediately preceding the Payment Date or Settlement Day, as applicable of the amount calculated in respect of such Pricing Date (or other date as aforesaid), provided that the Commodity Cut-Off Date shall not fall earlier than the original date on which such Pricing Date is scheduled to fall (unless otherwise provided in the applicable Final Terms).

“**Commodity Index Cut-Off Date**” means, in respect of a Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) the date specified in the applicable Final Terms, or if not so specified, the day falling two Business Days immediately preceding the Payment Day or Settlement Date, as applicable of the amount calculated in respect of such Pricing Date (or other date as aforesaid), provided that the Commodity Index Cut-Off Date shall not fall earlier than the original date on which such Pricing Date is scheduled to fall (unless otherwise provided in the applicable Final Terms).

“**Commodity Index**” means, subject to adjustment in accordance with the Commodity Linked Conditions, an index comprising various commodities or commodity prices, as specified in the applicable Final Terms.

“**Commodity Reference Price**” means (i) in respect of all Commodities, the Commodity Reference Price specified in the applicable Final Terms and (ii) in respect of a Commodity Index, the Commodity

Reference Price specified in the applicable Final Terms, or if not so specified, the official closing price of such Commodity Index.

“Commodity Trading Disruption” means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the Commodity on the Exchange or in any additional futures contract, options contract or commodity on any Exchange.

“Delayed Publication or Announcement” means that the Relevant Price for a Pricing Date will be determined based on the Specified Price in respect of the original day scheduled as such Pricing Date that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) or the Relevant Price continues to be unavailable for two (2) consecutive Commodity Business Days. In that case, the next Disruption Fallback (as defined below) specified in the applicable Final Terms will apply.

“Delivery Date” means the date specified in the applicable Final Terms.

“Disappearance of Commodity Reference Price” means:

- (i) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange;
- (ii) the disappearance of, or of trading in, the Commodity; or
- (iii) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price,

notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or the Commodity.

“Exchange” means, in relation to a Commodity, the exchange or principal trading market specified as such for such Commodity in the applicable Final Terms or Commodity Reference Price.

“Fallback Reference Price” means that the Calculation Agent will determine the Relevant Price based on the price for that Pricing Date of the first alternate Commodity Reference Price, if any, specified in the applicable Final Terms and not subject to a Market Disruption Event.

“Futures Contract” means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity or Commodity Index referred to in that Commodity Reference Price.

“Material Change in Content” means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or relevant Futures Contract.

“Material Change in Formula” means the occurrence since the Trade Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

“Nearby Month” when preceded by a numerical adjective, means, in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by the numerical adjective, so that, for example, (i) **“First Nearby Month”** means the month of expiration of the first Futures Contract to expire following that Pricing Date and (ii) **“Second Nearby Month”** means the month of expiration of the second Futures Contract to expire following that Pricing Date etc.

“Postponement” means that the Pricing Date will be deemed, for purposes of the application of this Disruption Fallback, to be the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist for two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been

the Pricing Date). In that case, the next Disruption Fallback specified in the definition of “Disruption Fallback” below will apply.

“**Price Source**” means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the specified Commodity Reference Price or otherwise in the applicable Final Terms.

“**Price Source Disruption**” means:

- (i) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price; or
- (ii) the temporary or permanent discontinuance or unavailability of the Price Source.

For these purposes:

- (a) a suspension of the trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if:
 - (i) all trading in the Futures Contract or the Commodity is suspended for the entire Pricing Date; or
 - (ii) all trading in the Futures Contract or the Commodity is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the Futures Contract or the Commodity may fluctuate and the closing or settlement price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

“**Pricing Date**” has the meaning given it in the applicable Final Terms.

“**Relevant Price**” means for any Pricing Date, the price, expressed as a price per unit of the Commodity or the price of the Commodity Index, determined with respect to that day for the specified Commodity Reference Price calculated as provided in these Commodity Linked Notes Conditions and the applicable Final Terms.

“**Specified Price**” means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source) as specified in the applicable Final Terms (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the spot price; or (O) any other price specified in the applicable Final Terms.

3. Terms relating to Calculation of Prices

(a) Common Pricing

With respect to Commodity Linked Notes relating to a Basket of Commodities, if “Common Pricing” is specified in the applicable Final Terms as:

- (i) “Applicable” then, no date will be a Pricing Date unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing

Date) are scheduled to be published or announced, as determined on the Trade Date of the Notes as of the Issue Date;

- (ii) “Not Applicable” then, if the Calculation Agent determines that a Market Disruption Event has occurred or exists on the Pricing Date in respect of any relevant Commodity and/or Commodity Index (each an “**Affected Commodity**”), the Relevant Price of each Commodity and/or Commodity Index within the basket which is not affected by the occurrence of a Market Disruption Event shall be determined on its scheduled Pricing Date and the Relevant Price for each Affected Commodity shall be determined in accordance with the first applicable Disruption Fallback that provides a Relevant Price.

All determinations made by the Calculation Agent pursuant to this condition will be conclusive and binding on the Holders and the Issuer, except in the case of manifest error.

(b) Correction to Published Prices

For purposes of determining or calculating the Relevant Price, if the price published or announced on a given day and used or to be used by the Calculation Agent to determine a Relevant Price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within 30 calendar days after the original publication or announcement (or, if earlier the day falling two Commodity Business Days preceding the date on which payment of any amount to be calculated by reference to such Relevant Price), the Calculation Agent may, in its sole discretion, use such corrected price in such calculation.

4. Market Disruption and Disruption Fallback

If, in the opinion of the Calculation Agent, a Market Disruption Event (as defined below) has occurred and is continuing on any Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source), the Relevant Price for that Pricing Date will be determined by the Calculation Agent, in accordance with the first applicable Disruption Fallback (as set out below) that provides a Relevant Price:

(a) Market Disruption Event

“**Market Disruption Event**” means the occurrence of any of the following events:

- (i) with respect to all Commodities:
 - (A) Price Source Disruption;
 - (B) Commodity Trading Disruption;
 - (C) Disappearance of Commodity Reference Price; and
- (ii) with respect to all Commodities other than gold, silver, platinum or palladium:
 - (A) Material Change in Formula;
 - (B) Material Change in Content; and
 - (C) any additional Market Disruption Events as specified in the applicable Final Terms; and
- (iii) with respect to a Commodity Index:
 - (A) a temporary or permanent failure by the applicable exchange or other price source to announce or publish (x) the Commodity Reference Price or (y) closing price for any futures contract included in the Commodity Index;
 - (B) a material limitation, suspension or disruption of trading in one or more of the futures contracts included in the Commodity Index which results in a failure by the exchange on

which each applicable futures contract is traded to report a closing price for such contract on the day on which such event occurs or any succeeding day on which it continues; or

- (C) the closing price for any futures contract included in the Commodity Index is a “limit price”, which means that the closing price for such contract for a day has increased or decreased from the previous day’s closing price by the maximum amount permitted under applicable exchange rules.

(iv) Disruption Fallback

“**Disruption Fallback**” means a source or method that may give rise to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price when a Market Disruption Event occurs or exists on a day that is a Pricing Date in respect of the relevant Note. A Disruption Fallback is applicable if it is specified in the applicable Final Terms or, if no Disruption Fallback is specified in the applicable Final Terms, shall mean:

(A) with respect to a relevant Commodity, (in the following order):

- I. Fallback Reference Price (if applicable);
- II. Delayed Publication or Announcement and Postponement (each to operate concurrently with the other and each subject to a period of two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the Pricing Date)) provided, however, that the price determined by Postponement shall be the Relevant Price only if Delayed Publication or Announcement does not yield a Relevant Price within those two consecutive Commodity Business Days); and

III. Calculation Agent Determination;

(B) with respect to a Commodity Index the Calculation Agent shall determine the Relevant Price:

(a) using:

- (i) with respect to each futures contract included in the Commodity Index which is not affected by the Market Disruption Event, the closing prices of each such contract on the applicable determination date; and
- (ii) with respect to each futures contract included in the Commodity Index which is affected by the Market Disruption Event, the closing prices of each such contract on the first day following the applicable determination date on which no Market Disruption Event is occurring with respect to such contract;

(b) as specified in the applicable Final Terms.

Subject as provided below, the Calculation Agent shall determine the Relevant Price by reference to the closing prices determined in (a)(i) and (a)(ii) above or as provided in (b) above using the then current method for calculating the Commodity Reference Price.

Where a Market Disruption Event with respect to one or more futures contracts included in the Commodity Index has occurred on an applicable determination date and continues to exist as of the relevant Commodity Index Cut-Off Date for such applicable determination date, the Calculation Agent shall determine the Relevant Price on such Commodity Index Cut-Off Date. In calculating the Relevant Price as set out herein, the Calculation Agent shall use the formula for calculating the Commodity Reference Price last in effect prior to the Market Disruption Event.

5. Definitions applicable to Additional Disruption Events

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging.

“**Change in Law**” means that due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), any of the Issuer or the Calculation Agent determines, in its sole and absolute discretion, that (A) it has become illegal for the Issuer or any Hedging Party and/or any of their respective affiliates or agents to hold, acquire or dispose of any Hedge Positions or (B) the Issuer or any Hedging Party and/or any of their respective affiliates or agents will incur a materially increased cost in performing its obligations in relation to the Notes or any hedging arrangements in respect of the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer or any Hedging Party and/or any of their respective affiliates).

“**Hedging Disruption**” means that the Issuer or any Hedging Party and/or any of their affiliates or agents are unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of the Issuer issuing and performing its obligations with respect to the Notes or any hedging arrangements in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“**Hedge Positions**” means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, a Transaction.

“**Hedging Party**” means the Issuer and any party which is directly or indirectly hedging the equity price risk of the Notes through any hedge or related trading position.

“**Increased Cost of Hedging**” means that the Issuer or any Hedging Party and/or any of their affiliates or agents would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes or any hedging arrangements in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its affiliates or agents shall not be deemed an Increased Cost of Hedging.

Consequences of Additional Disruption Events

If an Additional Disruption Event occurs, the Calculation Agent in its sole and absolute discretion may take the action described in (a) or (b) below:

- (a) after consultation with the Issuer, determine in its sole and absolute discretion and in accordance with market practice the appropriate adjustment, if any, to be made to the Final Terms and/or any of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment, and thereafter require the Issuer to make such adjustment;
- (b) after consultation with the Issuer, require the Issuer to thereafter redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Calculation Agent on behalf of the Issuer shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the relevant Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

6. Adjustments to a Commodity Index

(a) *Successor Index Sponsor Calculates and Reports a Commodity Index*

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

(b) *Modification and Cessation of Calculation of a Commodity Index*

If on or prior to a Pricing Date (i) the relevant Index Sponsor makes a material change in the formula for or the method of calculating a relevant Commodity Index or in any other way materially modifies that Commodity Index (other than a modification prescribed in that formula or method to maintain that Commodity Index in the event of changes in constituent commodities and weightings and other routine events), or (ii) the Index Sponsor permanently cancels a relevant Commodity Index or (iii) the Index Sponsor fails to calculate and announce a relevant Commodity Index and there is no Successor Index Sponsor or Successor Index then the Calculation Agent may at its option (in the case of (i)) and shall (in the case of (ii) and (iii)) (such events (i) (ii) and (iii) to be collectively referred to as “Index Adjustment Events”) calculate the Relevant Price using in lieu of the published level for that Commodity Index, the level for that Commodity Index as at the relevant determination date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Index Adjustment Event, but using only those futures contracts that comprised that Commodity Index immediately prior to the relevant Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange).

(c) *Corrections to a Commodity Index*

If the level of a relevant Commodity Index published on any Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor and which is utilised for any calculation or determination made for the purposes of the Commodity Linked Notes (a “**Relevant Calculation**”) is subsequently corrected and the correction (the “**Corrected Commodity Index Level**”) published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor no later than two Business Days prior to the date on which payment of any amount to be calculated by reference to the Relevant Calculation then such Corrected Commodity Index Level shall be deemed to be the relevant level for such Commodity Index on such Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) and the Calculation Agent shall use such Corrected Commodity Index Level in determining the relevant level or price.

ANNEX 6

ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Fund Linked Notes shall comprise the terms and conditions of the Notes (the “**Conditions**”) and the Additional Terms and Conditions for Fund Linked Notes set out below (the “**Fund Linked Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Fund Linked Conditions, the Fund Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Fund Linked Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

2. General Definitions

“**Averaging Date**” means, in respect of each Valuation Date, each date specified as an Averaging Date in the applicable Final Terms.

“**Valuation Date**” means each Valuation Date specified in the applicable Final Terms.

3. Provisions relating to Funds other than Exchange Traded Funds

Fund Linked Conditions 4, 5 and 6 apply in respect of Funds other than Exchange Traded Funds.

4. Definitions (Funds other than Exchange Traded Funds)

“**Basket of Funds**” means a basket composed of Funds in the relative proportions or number of Funds, as specified in the applicable Final Terms.

“**Fund**” means, subject to adjustment in accordance with these Fund Linked Notes Conditions, each fund specified in the applicable Final Terms and related expressions shall be construed accordingly.

“**Fund Administrator**” means the fund administrator, manager, trustee or similar person with the primary administrative responsibilities for a Fund according to the relevant Fund Documents.

“**Fund Adviser**” means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser).

“**Fund Documents**” means the constitutive and governing documents, subscription agreements and other agreements of a Fund specifying the terms and conditions relating to the related Fund Interest, as amended from time to time.

“**Fund Interest**” means, subject to adjustment in accordance with these Fund Linked Conditions, each fund interest specified in the applicable Final Terms and related expressions shall be construed accordingly.

“**Fund Redemption Valuation Date**” means, in respect of a Fund Interest, the date as of which a Fund (or its Fund Service Provider that generally determines such value) would determine the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

“**Fund Service Provider**” means any person who is appointed to provide services, directly or indirectly, to a Fund, whether or not specified in the relevant Fund Documents, including without limitation any Fund Administrator, Fund Adviser, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent.

“Fund Valuation Date” means a date as of which a Fund (or its Fund Service Provider that generally determines such value) determines the value of the related Fund Interest.

“Hypothetical Investor” means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Fund Interests which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding Fund Interests at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

“Removal Date” means, in respect of an Affected Fund Interest, the date on which the Calculation Agent determines that a Hypothetical Investor would receive the Removal Value in respect of a redemption or realisation of such Affected Fund Interest effected as soon as reasonably practicable following the occurrence of the relevant Fund Event.

“Removal Value” means, in respect of an Affected Fund Interest, the amount that the Calculation Agent determines a Hypothetical Investor would receive in cash on the redemption or realisation of such Affected Fund Interest at the relevant time, provided that if any such redemption proceeds would comprise non-monetary assets the Removal Value may, at the sole and absolute discretion of the Calculation Agent, include only such amount (if any) that the Calculation Agent determines would be received by the Hypothetical Investor in respect of a realisation (in whatsoever manner the Calculation Agent determines appropriate) of such non-monetary assets as soon as reasonably practicable after their receipt.

“Scheduled Fund Redemption Valuation Date” means the date as of which a Fund (or its Fund Service Provider that generally determine such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of the related Fund Interest for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

“Scheduled Fund Valuation Date” means, in respect of a Fund Interest, a date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of the related Fund Interest or, if the Fund only reports its aggregate net asset value, the date as of which such Fund is scheduled to determine its aggregate net asset value.

5. Fund Events

“Fund Event” means the occurrence of each of a Additional Fund Disruption Event, a Fund Disruption Event and/or a Fund Extraordinary Event as determined by the Calculation Agent.

- (a) **“Additional Fund Disruption Event”** means each of Change in Law, Fund Hedging Disruption or Increased Cost of Hedging.

“Change in Law” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer or any of its affiliates or agents acting on its behalf determines in good faith that (x) it has become illegal to hold, acquire or dispose of any Fund Interests, or (y) the Issuer will incur a materially increased cost in performing its obligations under the Fund Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“Fund Hedging Disruption” means that the Issuer or any of its Affiliates or agents is unable, or it is impractical for the Issuer or any of its Affiliates or agents, after using commercially

reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (x) any restrictions or increase in charges or fees imposed by a Fund on an investor's ability to redeem the related Fund Interest, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Interest, or (y) any mandatory redemption, in whole or in part, of a Fund Interest imposed by the related Fund (in each case other than any restriction in existence on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date).

“Increased Cost of Hedging” means that the Issuer or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging.

- (b) **“Fund Disruption Event”** means at any time the occurrence or continuance of any of the following events, as determined by the Calculation Agent in its sole and absolute discretion, if the Calculation Agent determines any such event is material:
- (i) **Fund Valuation Disruption:** **“Fund Valuation Disruption”** means (x) the failure of a Scheduled Fund Redemption Valuation Date in respect of a Fund Interest to be a Fund Redemption Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Redemption Valuation Date, or (y) the failure of a Scheduled Fund Valuation Date in respect of a Fund Interest to be a Fund Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Valuation Date;
 - (ii) **Fund Settlement Disruption:** **“Fund Settlement Disruption”** means a failure by a Fund on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any Fund Interest scheduled to have been paid on or by such day according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests).
- (c) **“Fund Extraordinary Event”** means each of the following events:
- (i) **Nationalisation:** **“Nationalisation”** means that all the Fund Interests or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
 - (ii) **Insolvency:** **“Insolvency”** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (x) all the Fund Interests of that Fund are required to be transferred to a trustee, liquidator or other similar official or (y) holders of the Fund Interests of that Fund become legally prohibited from transferring or redeeming them;
 - (iii) **Fund Insolvency Event:** **“Fund Insolvency Event”** means a Fund or relevant Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C) (x)

institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (y) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (x) above and either (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (F) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (E) and (F) above;

- (iv) NAV Trigger Event: “**NAV Trigger Event**” means that (x) the aggregate net asset value of a Fund has decreased by an amount equal to or greater than 30 per cent. since the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or (y) a Fund has violated any leverage restriction that is applicable to, or affecting, it or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the relevant Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
- (v) Adviser Resignation Event: “**Adviser Resignation Event**” means the resignation, termination of appointment, or replacement of a Fund’s Fund Adviser;
- (vi) Fund Modification: “**Fund Modification**” means any change or modification of the relevant Fund Documents that could reasonably be expected to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or the imposition of any fees or charges in relation to redemptions, subscriptions or transfers of Fund Interests;
- (vii) Strategy Breach: “**Strategy Breach**” means any breach or violation of any strategy or investment guidelines stated in the relevant Fund Documents that is reasonably likely to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent); or any change of the nature of a Fund, including but not limited to the type of investments, the duration, the credit risk and diversification of the investments to which that Fund is exposed, which, in the opinion of the Calculation Agent, results in a material deterioration of the risk profile of that Fund;
- (viii) Regulatory Action: “**Regulatory Action**” means (x) the cancellation, suspension or revocation of the registration or approval of a Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund, (y) any change in the legal, tax, accounting, or regulatory treatments of a Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of the related Fund Interest or on any investor therein (as determined by the Calculation Agent), or (z) a Fund

or any of its Fund Administrator or Fund Adviser becoming subject to investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund, Fund Administrator or Fund Adviser;

- (ix) Reporting Disruption: “**Reporting Disruption**” means (x) occurrence of any event affecting a Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest in respect of a Scheduled Fund Valuation Date or a Scheduled Fund Redemption Valuation Date, and such event continues for at least two consecutive Scheduled Fund Valuation Dates or Scheduled Fund Redemption Valuation Dates, as the case may be; (y) any failure of a Fund to deliver, or cause to be delivered, (A) information that such Fund has agreed to deliver, or cause to be delivered to the Calculation Agent, including, but not limited to, information to determine the occurrence of a Fund Event and the annual audited financial report and semi-annual financial report, if any, in relation to the related Fund Interests, or (B) information that has been previously delivered to the Calculation Agent, in accordance with such Fund’s, or its authorised representative’s, normal practice and that the Calculation Agent deems necessary to monitor such Fund’s compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the related Fund Interests;
- (x) Fund Service Provider Cessation: “**Fund Service Provider Cessation**” means that one or more Fund Service Provider(s) in respect of a Fund ceases to provide the service as outlined in the relevant Fund Documents prevailing on the Trade Date or, where the related Fund Interest is a Replacement Fund Interest, the relevant replacement date, and any such Fund Service Provider is not immediately replaced by another service provider acceptable to the Calculation Agent;
- (xi) Fund Administrator Disruption: “**Fund Administrator Disruption**” means any event or circumstances compromising the independence of a Fund Administrator performing services for a Fund from the relevant Fund Adviser; or
- (xii) Related Agreement Termination: “**Related Agreement Termination**” means a Fund or any of its Fund Administrator or Fund Adviser is in breach of or has terminated any existing agreement with the Calculation Agent in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing.

Following the occurrence of a Fund Event, the Calculation Agent, in its sole and absolute discretion may take the action described in (i) or (ii) below as it determines to be practicable, after all necessary information has been obtained and/or released by the Fund:

- (i) after consultation with the Issuer determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the applicable Final Terms and/or any of the Conditions to account for the Fund Event, which may include, without limitation,
 - (a) delaying any determination date (including any Valuation Date or Averaging Date) and/ or any date on which payment might otherwise have to be made under the terms of the applicable Final Terms until it determines that no Fund Event exists;
 - (b) calculating the value of a Fund Interest and/or replacing a Fund Interest (the “**Affected Fund Interest**”) with a replacement fund interest (the “**Replacement Fund Interest**”) with a value as determined by the Calculation Agent equal to the Removal Value for the Affected Fund Interest and in a fund which in the determination of the Calculation Agent has similar characteristics, investment objectives and policies to those applicable to the Fund in respect of the Affected Fund Interest immediately prior to the occurrence of the Fund Event; or

- (ii) after consultation with the Issuer, require the Issuer to thereafter, redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

If the Calculation Agent replaces an Affected Fund Interest with a Replacement Fund Interest, such replacement shall take effect on the first reasonably practicable date following the Removal Date for such Affected Fund Interest on which the Calculation Agent determines that a Hypothetical Investor could acquire the Replacement Fund Interest.

Upon the occurrence of a Fund Event, the Calculation Agent on behalf of the Issuer shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the relevant Fund Event giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

6. Fund Potential Adjustment Events

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

- (i) a subdivision, consolidation or reclassification of relevant Fund Interests or a free distribution or dividend of any such Fund Interests to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Fund Interests of (A) such Fund Interests or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the related Fund equally or proportionately with such payments to holders of such Fund Interests or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the related Fund as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a repurchase by a Fund of relevant Fund Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise other than where such repurchase is a redemption of Fund Interests initiated by an investor in such Fund Interests and consistent with the relevant Fund Documents; or
- (v) any other event that may have, in the opinion of the Calculation Agent, a diluting, concentrative or other on the theoretical value of relevant Fund Interests.

Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interest and, if so, will make the corresponding adjustment, if any, to any one or more of any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion, determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Condition 14 stating the adjustment to any of the terms of the Terms and Conditions, and/or the applicable Final Terms and giving brief details of the Fund Potential Adjustment Event, provided that any failure to give, or non receipt of, such notice will not affect the validity of any such adjustment.

7. Provisions relating to Exchange Traded Funds

Fund Linked Conditions 8, 9 10, 11 and 12 apply to Exchange Traded Funds.

8. Definitions (Exchange Traded Funds)

“Disrupted Day” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“ETF” means any fund which is an exchange traded fund as specified in the applicable Final Terms, or if not so specified, any fund which the Calculation Agent determines to be an Exchange Traded Fund.

“Exchange” means, in relation to a Fund Share, the exchange or principal trading market for such ETF specified in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such ETF has temporarily relocated.

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

“Fund Share” means a share of each ETF, and references to **“holder of Fund Shares”** and **“Fund Shareholder”** shall be construed accordingly.

“Related Exchange” means, in relation to a Fund Share, each exchange or principal trading market specified as such for such Fund Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such Fund Share has temporarily relocated (provided the Calculation Agent has determined that there is comparable liquidity relative to such Fund Shares on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, that where **“All Exchanges”** is specified as the Related Exchange in the applicable Final Terms, **“Related Exchange”** shall mean each exchange or principal trading market where trading has a material effect (as determined by the Calculation Agent) on the overall market for such Fund Shares.

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

“Scheduled Trading Day” means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

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

“Underlying Index” means the underlying index specified in the applicable Final Terms.

“Valuation Cut-Off Date” means the eighth Scheduled Trading Day immediately following the Scheduled Valuation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

“Valuation Date” means each Valuation Date specified in the applicable Final Terms or if that is not a Scheduled Trading Day the first Scheduled Trading Day thereafter or, if earlier, the Valuation Cut-Off Date. If such day is a Disrupted Day, then:

- (a) where the Fund Linked Notes relate to a single Fund, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to and including the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; or
- (b) where the Fund Linked Notes relate to a Basket of Funds, the Valuation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Fund Share affected (each an “**Affected Fund Share**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Fund Share. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Fund Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Fund Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Fund Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for the Affected Fund Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

“**Valuation Time**” means the Valuation Time specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to each Fund Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

9. Market Disruption

“**Market Disruption Event**” means, in respect of a Fund Share:

- (a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time:
 - (x) of any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (A) relating to the relevant Fund Share on such Exchange; or
 - (B) relating to securities that comprise 20 per cent. or more of the level of the relevant Underlying Index or any relevant successor index; or
 - (C) in futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange, or
 - (y) of any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to (i) effect transactions in, or obtain market values for, the Fund Shares on the Exchange, (ii) effect transactions in, or obtain market values for securities that comprise 20 per cent. or

more of the level of the relevant Underlying Index, or (iii) to effect transactions in, or obtain market values for, futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange; or

- (b) the closure on any Exchange Business Day of any relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange on such Exchange Business Day or, if earlier, (B) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day,

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

For the purpose of determining whether a Market Disruption Event exists in respect of a Fund Share at any time, if an event giving rise to a Market Disruption Event occurs in respect of a security included in the relevant Underlying Index at that time, then the relevant percentage contribution of that security, to the level of the relevant Underlying Index shall be based on a comparison of (i) the portion of the level of the relevant Underlying Index attributable to that security, and the overall level of the relevant Underlying Index immediately before the occurrence of such Market Disruption Event.

The Calculation Agent on behalf of the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Disrupted Day.

10. Potential Adjustment Event

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

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

- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Shares.

Following a Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Fund Shares and, if so, will (a) make the corresponding adjustment(s), if any, to the applicable Final Terms and/or any of the Conditions as the Calculation Agent determines appropriate to account for that diluting or concentrative effect and (b) determine the effective date(s) of that adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Fund Shares traded on such options exchange.

Upon the making of any such adjustment, the Calculation Agent shall as soon as is reasonably practicable under the circumstances give notice to the Noteholders in accordance with Condition 14 stating the adjustment made and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

11. De-Listing, Insolvency, Material Underlying Event, Merger Date, Merger Event, Nationalisation, Tender Offer

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

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETF, (A) all the Fund Shares of that ETF are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Fund Shares of that ETF become legally prohibited from transferring them.

“**Material Underlying Event**” means any of the following:

- (i) the investment objectives and/or policies in respect of the ETF are materially changed;
- (ii) an illegality occurs or a relevant authorisation or licence is revoked in respect of the ETF and/or the ETF is required by a competent authority (other than any holder of the Fund Shares) to redeem any Fund Shares;
- (iii) there is a change in any relevant jurisdiction in respect of any payments made by the ETF in respect of any Fund Share as a result of which the amounts paid or to be paid by the Issuer in connection with hedging arrangements relating to the Notes are materially reduced or otherwise adversely affected; and/or
- (iv) any other event occurs in relation to the ETF and/or the Fund Shares which is materially prejudicial to the Issuer in connection with the issue of the Notes or any hedging arrangements relating to the Notes,

as determined by the Calculation Agent.

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

“**Merger Event**” means, in respect of any relevant Fund Shares, any (i) reclassification or change of such Fund Shares that results in a transfer of or an irrevocable commitment to transfer all of such Fund Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share

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

“**Nationalisation**” means that all the Fund Shares or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the relevant ETF, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

If a De-Listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event occurs in relation to any Fund Share, the Calculation Agent in its sole and absolute discretion may take the action described in (i), (ii) or (iii) below:

- (i) after consultation with the Issuer to determine in its sole and absolute discretion the appropriate adjustment(s), if any, to be made to the applicable Final Terms and/or any of the Conditions to account for the De-Listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event, as the case may be, and determine the effective date(s) of that adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of the De-Listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event made by any options exchange to options on the relevant Fund Share traded on that options exchange;
- (ii) after consultation with the Issuer to require the Issuer thereafter to redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (iii) following such adjustment to the settlement terms of options on the Fund Shares traded on such exchange(s) or quotation system(s) as the Calculation Agent in its sole and absolute discretion shall select (the “**Options Exchange**”), make a corresponding adjustment to the applicable Final Terms and/or any of the Conditions which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Fund Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to the applicable Final Terms and/or any of the Conditions as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any)

set by the Options Exchange to account for the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, as the case may be, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

Upon the occurrence of a Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the Merger Event, Tender Offer, Nationalisation, De-listing, Insolvency or Material Underlying Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such action.

12. Additional Disruption Events

- (a) **“Additional Disruption Event”** means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging, in each case if specified in the applicable Final Terms.

“Change in Law” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Fund Share or (B) it will incur a materially increased cost in performing its obligations in relation to the Fund Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its affiliates).

“Hedging Disruption” means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“Increased Cost of Hedging” means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

- (b) If an Additional Disruption Event occurs, the Calculation Agent in its sole and absolute discretion may take the action described in (i) or (ii) below:
- (i) after consultation with the Issuer determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the applicable Final Terms and/or any of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment and thereafter require the Issue to make such adjustment; or
 - (ii) after consultation with the Issuer require the Issuer to redeem all, but not some only, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Calculation Agent on behalf of the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the relevant Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

ANNEX 7

ADDITIONAL TERMS AND CONDITIONS FOR PHYSICAL DELIVERY NOTES

1. Interpretation

The following provisions (the “**Physical Delivery Note Conditions**”) apply to Notes specified as being Physical Delivery Notes in the applicable Final Terms or where Physical Delivery is specified in the applicable Final Terms.

2. Delivery of Entitlement and Asset Transfer Notices

In order to obtain delivery of the Entitlement(s) in respect of any Note:

- (i) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Settlement Agent, the Agent and the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice substantially in the form set out in the Agency Agreement (the “**Asset Transfer Notice**”); and
- (ii) if such Note is in definitive form, the relevant Noteholder must deliver to the Settlement Agent or any Paying Agent, with a copy to the Agent and the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be or (ii) if such Note is in definitive form in writing.

If such Note is in definitive form, such Note must be delivered together with the duly completed Asset Transfer Notice.

The Settlement Agent (on behalf of the Issuer) shall at the risk of the relevant Noteholder deliver the Entitlement in respect of each Note in such commercially reasonable manner as the Settlement Agent shall, in its sole discretion, determine to be appropriate for such delivery.

All expenses including any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities, transfer and/or other taxes or duties (together “**Expenses**”) arising from the redemption of the Notes and the delivery of any Entitlement shall be for the account of the relevant Noteholder and no delivery and/or transfer of any Entitlement shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

An Asset Transfer Notice must:

- (i) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer may obtain details for the delivery of the Entitlement if such delivery is to be made otherwise than in the manner specified in the applicable Final Terms;
- (ii) in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder’s account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Noteholder’s account with such Notes on or before the Maturity Delivery Date (as defined below);

- (iii) include an undertaking to pay all Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear or Clearstream, Luxembourg, as the case may be, in respect thereof and to pay such Expenses;
- (iv) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer, in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement, as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amounts;
- (v) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof; and
- (vi) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, Luxembourg or a Settlement Agent, or Paying Agent as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

In the case of Notes represented by a Global Note, upon receipt of such notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified nominal amount of Notes according to its books.

Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Agent the series number and number of Notes the subject of such notice, the relevant account details (if applicable) and the details for the delivery of the Entitlement in respect of each such Note. Upon receipt of such confirmation, the Agent will inform the Issuer thereof. Euroclear or Clearstream, Luxembourg, as the case may be, will on or before the Maturity Delivery Date, debit the securities account of the relevant Noteholder with the Notes the subject of the relevant Asset Transfer Notice.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in the Physical Delivery Note Conditions shall be made, in the case of Notes represented by a Global Note, by Euroclear or Clearstream, Luxembourg, as the case may be, after consultation with the Settlement Agent and the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder or in the case of Notes in definitive form, by the relevant Paying Agent after consultation with the Agent and the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, or the relevant Settlement Agent or Paying Agent, as the case may be, in each case in consultation with the Agent and the Issuer, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

Euroclear, Clearstream, Luxembourg or the relevant Settlement Agent or Paying Agent, as applicable, shall use its best efforts promptly to notify the Noteholder submitting an Asset Transfer Notice if, in consultation with the Agent and the Issuer, it has determined that such Asset Transfer Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Settlement Agent, the Paying Agents, Euroclear, Clearstream, Luxembourg or the Agent shall be

liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Noteholder.

The Entitlement will be delivered at the risk of the relevant Noteholder, in the manner provided above on the Maturity Date (such date, subject to adjustment in accordance with these Physical Delivery Note Conditions, the “**Maturity Delivery Date**”) provided that the Asset Transfer Notice is duly delivered to Euroclear, Clearstream, Luxembourg, a Settlement Agent or a Paying Agent, as the case may be, with a copy to the Agent and the Issuer, as provided above, not later than the close of business in each place of receipt on the Cut-Off Date.

If an Asset Transfer Notice is delivered to Euroclear, Clearstream, Luxembourg or a Settlement Agent or a Paying Agent, as the case may be, with a copy to the Agent and the Issuer, later than the close of business in each place of receipt on the Cut-Off Date, then the Entitlement will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Maturity Delivery Date) at the risk of such Noteholder in the manner provided above. Provided That if in respect of a Note an Asset Transfer Notice is not delivered to Euroclear, Clearstream, Luxembourg or a Settlement Agent or a Paying Agent, as the case may be, with a copy to the Agent and the Issuer, later than the close of business in each place of receipt on the 90th calendar day following the Cut-off Date the Issuer’s obligations in respect of such Note shall be discharged and no further liability in respect thereof shall attach to the Issuer. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Maturity Delivery Date falling after the originally designated Maturity Delivery Date and no liability in respect thereof shall attach to the Issuer.

Delivery of the Entitlement in respect of the Notes is subject to all applicable laws, regulations and practices in force on the Maturity Delivery Date and neither the Issuer nor the Settlement Agent or Paying Agents shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. Neither the Issuer nor the Settlement Agents nor the Paying Agents shall under any circumstances be liable for any acts or defaults of Euroclear or Clearstream, Luxembourg in relation to the performance of their duties in relation to the Notes.

For such period of time after the Maturity Delivery Date as any person other than the relevant Noteholder shall continue to be the legal owner of the securities, obligations comprising the Entitlement (the “**Intervening Period**”), none of the Issuer nor any other such person shall (i) be under any obligation to deliver or procure delivery to the relevant Noteholder or any subsequent beneficial owner of such Note any letter, certificate, notice, circular or any other document, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such securities or obligations during the Intervening Period or (iii) be under any liability to the relevant Noteholder, or any subsequent beneficial owner of such Note in respect of any loss or damage which the relevant Noteholder, or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such securities or obligations during such Intervening Period.

Where the Entitlement comprises shares, any dividend or other distribution in respect of such Entitlement will be payable to the party that would receive such dividend or other distribution according to market practice for a sale of the Share executed on the Maturity Delivery Date and to be delivered in the same manner as the Entitlement. Any such dividend or other distribution to be paid to a Noteholder shall be paid to the account specified in the relevant Asset Transfer Notice.

Where the Entitlement is, in the determination of the Issuer, an amount other than an amount of Relevant Assets capable of being delivered, the Noteholders will receive an Entitlement comprising of the nearest number (rounded down) of Relevant Assets capable of being delivered by the Issuer (taking into account that a Noteholder’s entire holding may be aggregated at the Issuer’s discretion for the purpose of delivering the Entitlements), and in respect of the amount of Relevant Assets not capable of being delivered, an amount in the Specified Currency which shall be the value of the amount of the Relevant Assets so rounded down, as calculated by the Calculation Agent in its sole discretion from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate).

3. Settlement Disruption Event

If, prior to the delivery of the Entitlement in accordance with these Physical Delivery Note Conditions, a Settlement Disruption Event is subsisting, then the Maturity Delivery Date in respect of such Note shall be postponed until the next Settlement Business Day on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Noteholder, in accordance with Condition 14. Such Noteholder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Entitlement pursuant to these Physical Delivery Note Conditions. Where delivery of the Entitlement has been postponed as provided in the Physical Delivery Note Conditions the Issuer shall not be in breach of these Conditions and no liability in respect thereof shall attach to the Issuer.

For so long as delivery of the Entitlement in respect of any Note is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election (the “**Election Notice**”) is given to the Noteholders in accordance with Condition 14.

4. Failure to Deliver due to Illiquidity

If Failure to Deliver due to Illiquidity is specified as applying in the applicable Final Terms and, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets comprising the Entitlement (the “**Affected Relevant Assets**”), where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a “**Failure to Deliver due to Illiquidity**”), then:

- (i) subject as provided elsewhere in the Physical Delivery Note Conditions and/or the applicable Final Terms, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Maturity Delivery Date in accordance with the Physical Delivery Note Conditions; and
- (ii) in respect of any Affected Relevant Assets, notwithstanding any other provision hereof, the Issuer may elect in its sole discretion, in lieu of delivery of the Affected Relevant Assets, to pay to the relevant Noteholder the Failure to Deliver Settlement Price (as defined below) on the fifth Business Day following the date the Failure to Deliver Notice (as defined below) is given to the Noteholders in accordance with Condition 14. The Issuer shall give notice (such notice a “**Failure to Deliver Notice**”) as soon as reasonably practicable to the Noteholders in accordance with Condition 14 that the provisions of this Physical Delivery Note Condition 4 apply.

5. Option to Vary Settlement

If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may at its sole and unfettered discretion in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with Condition 14.

6. Definitions

For the purposes of these Physical Delivery Note Conditions:

“**Disruption Cash Settlement Price**” means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the fair market value of such Notes (but not taking into account any interest accrued on such Note and paid pursuant to Condition 4 and Condition 6) on such day as shall be selected by the Issuer in its sole and absolute discretion provided that such day is not more than 15 days before the date that the Election Notice is given as provided above less the cost to the Issuer and/or its

Affiliates or agents of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as calculated by the Calculation Agent in its sole and absolute discretion.

“Failure to Deliver Settlement Price” means, in respect of each nominal amount of the Notes equal to the Calculation Amount, the fair market value of the Affected Relevant Assets in respect of such Notes on the fifth Business Day prior to the date on which the Failure to Deliver Notice is given as provided above, less the cost to the Issuer and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as calculated by the Calculation Agent in its sole and absolute discretion.

“Settlement Agent” means, in respect of a Series of Notes, the Settlement Agent appointed by the Issuer as specified in the applicable Final Terms.

“Settlement Disruption Event” means an event beyond the control of the Issuer and/or the Settlement Agent (including but not limited to the non-delivery of the counterparty to a hedge agreement entered into by the Issuer to hedge the Notes), as a result of which, in the opinion of the Settlement Agent, delivery of the Entitlement by or on behalf of the Issuer in accordance with the Physical Delivery Note Conditions and/or the applicable Final Terms is not practicable.

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